

## APPENDIX 2

### GENERAL TERMS AND CONDITIONS

#### English translation for information

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## 1 DEFINITIONS

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For the purposes of the Contract, the terms hereafter are defined as follows, in the singular and plural forms.

Unless otherwise specifically indicated, the time reference is statutory French time.

**Adjusted Arrival Slot:** period rescheduled by the Operator for the arrival of the Vessel at the Pilot Boarding Station in accordance with the provisions of Paragraph 3.2 of Appendix 3.

**Affected Shipper:** shipper for which the Reference Send-Out is changed following a modification, a cancellation or a postponement of a Window of Arrival or a change in the size of the Cargo of another shipper.

**Annual Schedule Request:** request sent by the Shipper to the Operator in accordance with Paragraph 7.2 of the General Terms and Conditions.

**Annual Schedule:** schedule drawn up by the Operator that stipulates the Window of Arrival for each Cargo to be transferred over a Year.

**Approval Procedure:** procedure for acceptance of an LNG vessel by the Operator, for the purpose of checking the compatibility of a Vessel with the Operator's facilities in terms of design, operating mode, communication and safety, in order to make it possible to carry out the Cargo Transfer operations in complete safety and in accordance with the Operator's requirements as set out in Appendix 3.

**Approval:** acceptance of an LNG vessel by the Operator according to the Approval Procedure for the said vessel. The list of Vessels approved at the Terminal is published on the Operator's website.

**Available Capacity:** difference between Total Capacity and the combined Subscriptions of all Shippers over a given Month.

**Available Contractual Storage Space:** difference between the Total Contractual Storage Space and the combined Contractual Storage Space of all Shippers on a given Month.

**Bunkering:** fuelling the Vessel during the Port Call in accordance with the provisions of Appendix 3.

**Captain:** commander of the Vessel.

**Cargo Report:** document referred to in Paragraph 13.1.3 of the General Terms and Conditions including all of the information listed in Appendix 4.

**Cargo Sharing Service:** modalities that allow multiple Shippers to unload from one Vessel a Cargo shared between them. The scheduling of the Cargo Sharing Service requires each shipper to send a Cargo Sharing Service subscription letter in accordance with the model provided by the Operator on request.

**Cargo Transfer:** corresponds to Unloading or Reloading.

**Cargo:** Natural Gas in liquid or gas phase contained within the tanks and manifolds of a Vessel.

**Charterer:** time-charter of the Vessel.

**Classification Company:** inspection company that monitors vessels during their construction and their operation.

**Commercial Operations:** operations defined in Paragraph 3.6 of Appendix 3 and that are carried out when the Vessel is alongside the dock.

**Contract Expiry Date:** date indicated in Appendix 1 (Specific Conditions).

**Contract:** refers to all of the contractual documents making up the contract for access to the LNG terminal entered into between the Shipper and the Operator.

**Contractual Reloaded Quantity (QRC):** total quantity of energy, expressed in MWh (GCV) per year that the Shipper plans to reload at the Terminal during the Period of Validity; the value of the QRC is defined in the Specific Conditions.

**Contractual Storage Space (ESC):** storage space, expressed in MWh (GCV) and allocated each Year to the Shipper according to the provisions of paragraph 8.2.1 of the General Terms and Conditions.

**Contractual Unloaded Quantity (QDC):** total quantity of energy, expressed in MWh (GCV) per year that the Shipper plans to unload at the Terminal during the Period of Validity; the value of the QDC is defined in the Specific Conditions.

**Daily Send-Out:** quantity of energy, expressed in MWh (GCV), delivered on a given Day by the Operator to the PITTM.

**Day (D):** period starting at 6 (six) am on a given day and finishing at 6 (six) am on the next day.

**Dedicated Stock Level:** state of the quantity of LNG, expressed in MWh (GCV), property of the Shipper on a given

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Day, under the Dedicated Storage Service.

**Dedicated Storage Service**: service allowing each Shipper to benefit from a storage space expressed in MWh (GCV), which is dedicated to it, in accordance with the rules defined in paragraph 8.2. of the General Terms and Conditions.

**Dedicated Storage Space (ESD)**: storage space, expressed in MWh (GCV) allocated to the Shipper and corresponding to the sum of its Contractual Storage Space and its Monthly Storage Space on a given Month.

**Delivery Point**: the point at which the flange coupling of the Terminal's unloading line joins the flange coupling of the LNG manifold on-board the Vessel.

**Effective Port Call Duration**: actual time spent during the Vessel's Port Call as defined in Paragraph 10.4 of the General Terms and Conditions and Paragraph 3.6 of Appendix 3.

**Effective Time of Arrival**: Time of receipt by the Operator of the Notice of Arrival of the Vessel at the Pilot Boarding Station defined in Appendix 3.

**End of unberthing**: release of the Vessel's last anchor and departure from the Terminal's dock.

**Energy Content**: quantity of energy, expressed in MWh (GCV), contained in a given quantity of Natural Gas.

**Estimated Time of Arrival (ETA)**: estimated time of arrival of the Vessel at the PBS of the GPMM.

**Flexibility Service**: a service allowing Shippers to benefit from Daily Send-Out flexibility around the Reference Send-Out, in accordance with paragraph 8.1 of the General Terms and Conditions.

**Flexibility**: range of possible Daily Send-Outs determined in accordance with paragraph 8.1 of the General Terms and Conditions.

**French Energy Regulation Commission (CRE)**: independent administrative authority organised in particular by Title III of Book I of the French Energy Code.

**Gas Offtake**: offtake in kind referred to in Paragraph 11.5 of the General Terms and Conditions.

**Gas Restitution**: restitution in kind referred to in Paragraph 11.6 of the General Terms and Conditions.

**GPMM**: Grand Port Maritime de Marseille, where the Terminal is located

**Gross Calorific Value (GCV)**: quantity of heat, expressed in kWh, that would be released by complete combustion at the pressure of 1.01325 bar of one m<sup>3</sup>(n) of dry gas under real conditions (volumetric GCV) or one kilogram of dry gas (mass GCV) in the air, with all of the combustion products being considered at the same temperature of 25 °C and at the same pressure of 1.01325 bar as those of the reacting bodies (the dry gas and the air) both in gaseous state, with the exception of the combustion water, which is considered in liquid state.

**Hour**: a period of 60 (sixty) consecutive minutes beginning and ending on the hour.

**IGC Code (International Gas Code)**: international compendium of rules relating to the construction and equipment of vessels that carry liquefied gases in bulk and its amendments in force.

**International Maritime Organization (IMO)**: specialised agency of the United Nations responsible for the safety and security of transportation, and the prevention of marine pollution by ships.

**Inventory Extension Option**: option enabling a Shipper having unloaded a Cargo during Month M-1 to benefit from a positive Shared Stock Level at the end of Month M, provided that he has subscribed truck or micro-methane vessel loading capacity on Month M+1, in accordance with the rules defined in paragraph 1.3 of Appendix 6 ; the total quantity of energy, expressed in MWh (GCV), available under the Inventory Extension Option is annually set by the Operator and published on its website no later than October 15 of year N-1 for year N, without exceeding fifty (50) GWh.

**Invoicing Period**: designates the Period of Validity, when this is less than one year. When the Period of Validity is greater than or equal to one year, it designates a period of one year starting on the Service Start Date, or its anniversary date, except for the last year of the Period of Validity when it refers to the period between the anniversary of the Service Start Date and the Contract Expiry Date.

**kWh (GCV)**: quantity of dry natural gas for which the complete combustion at the pressure of 1.01325 bar in dry air would produce a quantity of heat of one kWh, with all of the combustion products being returned to the same temperature of 25 °C and to the same pressure of 1.01325 bar as that of the reacting bodies (the dry gas and the air), both in gaseous state, with the exception of the combustion water, which is returned to liquid state.

**List of Approved Vessels**: list of Vessels authorised to have access to the Terminal following the Approval Procedure, published on the Operator's website.

**LNG (Liquefied Natural Gas)**: Natural Gas in liquid state.

**LNG Seller**: counterpart of the Shipper for the supply of LNG delivered to the Terminal.

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**LNG Stock Transfer Quantity:** quantity of energy, expressed in MWh (GCV), delivered or received by the Shipper under an LNG Stock Transfer, as described in paragraph 8.3 of the General Terms and Conditions.

**LNG Stock Transfer:** exchange of LNG quantities stored in the Terminal between Shippers, in accordance with the rules described in Article 8.3 of the General Terms and Conditions.

**Loading Certificate:** document referred to in Paragraph 14.2 of the General Terms and Conditions including all of the information listed in Appendix 4.

**Loading Port:** port in which the Cargo is loaded onto the Vessel.

**Loading:** operation that involves transferring LNG from a liquefaction plant or LNG terminal to the Vessel's tanks for delivery to the terminal.

**Maritime Safety Rules:** set of international regulations (IMO Conventions; European Commission regulations and directives in particular), national regulations (State laws and regulations on Shipping and coastal States) and local regulations (rules laid down by the maritime authorities and the GPMM) that govern the safety of maritime transportation as well as all of the recommendations established by the independent professional organisations (SIGTTO and OCIMF).

**Metrology Organisation:** organisation authorised to draw up and validate vessel measurement scales and certify instrumentation (levels, temperature sensors, chromatographs) used for Cargo inspection.

**Month (M):** the period starting at six (6) am on the first day of a given calendar month and ending at six (6) am on the first day of the following calendar month.

**Monthly Schedule Request:** request sent by the Shipper to the Operator in accordance with Paragraph 7.3 of the General Terms and Conditions.

**Monthly Schedule:** schedule drawn up by the Operator that determines the Window of Arrival for each Cargo and the Reference Send-Out over a Month.

**Monthly Storage Space (ESM):** storage space, expressed in MWh (GCV) and allocated to the Shipper for a given Month according to the provisions of paragraph 8.2.2 of the General Terms and Conditions.

**Natural Gas:** inflammable, colourless gas made up primarily of methane, which may contain low quantities of ethane, propane and nitrogen.

**Negative Stock and Offsetting Guarantee:** guarantee provided by the Shipper to the Operator pursuant to Appendix 7.

**Nominal Terminal Flow Rate:** designates the value expressed in MWh(GCV)/d, as will result from the division of the annual LNG input capacity published on the Operator's website, multiplied by the average provisional GCV mentioned in Appendix 1 (Specific Conditions) for the current calendar year, by 365.

**Normal Cubic Meter (m<sup>3</sup>(n)):** quantity of gas which, at zero (0) degrees Celsius and below an absolute pressure of 1.01325 bar, occupies a volume of one (1) cubic meter.

**Notice of Arrival:** document issued by the Captain of the Vessel once the Vessel on the harbour is ready for berthing, the model of which appears in Appendix 3.

**Notice of Force Majeure:** notification by a Party to the other Party pursuant to Article 16 of the General Terms and Conditions.

**Number of Contractual Reloadings (NRC):** number of Reloadings that the Shipper plans to make over an Invoicing Period; the value of the NRC is defined in the Specific Conditions for each of the Contract's Invoicing Periods.

**Number of Contractual Unloadings (NDC):** number of Unloadings that the Shipper plans to make over an Invoicing Period; the value of the NDC is defined in the Specific Conditions for each of the Contract's Invoicing Periods.

**Offset Quantity:** quantity of energy, expressed in MWh (GCV) or equivalent sum of money, delivered or received by the Shipper to offset all or part of the Daily Send-Out specified in accordance with the provisions of Appendix 7.

**Oil Companies International Marine Forum (OCIMF):** association of oil companies involved in shipping and the operation of oil (crude oil or petroleum products), petrochemical and gas terminals. Its mission is to be the most advanced organisation in terms of safety and environmental responsibility for the operation of ships, terminals and vessels for offshore support in the field of hydrocarbons, and working continuously to improve standards applied to their design and operation.

**Operating Record:** form used to define the Port Call parameters and the chronology for Port Call operations, for which the template is given in Appendix 3.

**Operational Instruction:** instruction given by the Operator to the Shipper pursuant to Article 18 of the General



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Terms and Conditions.

**Operational Procedures:** part of the Contract made up of its Appendices 3 and 4, which describe the respective obligations of the Parties with regard to the operational aspects of fulfilment of the Contract and, in particular, the Unloading, Reloading and the measurements of the Quantities Unloaded or Reloaded.

**Operator:** designates the owner and manager of the Terminal and its subcontractors.

**Operator's website:** the Operator's website accessible at the following address: <http://www.fosmax-lng.com>.

**Overdraft Authorisation:** minimum permissible values of the Shared Stock Level.

**Parent Company:** means (i) any company listed on a regulated market controlling the Shipper directly or indirectly, (ii) and if no listed company controls the Shipper, any unlisted company or entity ultimately controlling the Shipper, without this company or entity itself being controlled by a company or entity. For the needs of this definition, control shall mean as defined in Article L. 233-3 of the French Commercial Code (*Code de commerce*) or, for shares held by foreign companies, any equivalent standard by virtue of the legislation applicable to these companies. In any case, a company shall be deemed to be controlled by another entity whenever the latter directly or indirectly holds more than 50% of the total shares in the said company, on the understanding that to calculate the shareholding in the Shipper's company capital, the percentage of the shareholding in the Shipper's company must be adjusted by the fraction of each intermediate shareholding of each company having a direct or indirect interest in the Shipper's capital.

**Party:** any of the signatories of the Contract.

**Payment Guarantee:** guarantee provided by the Shipper to the Operator pursuant to Paragraph 12.1 of the General Terms and Conditions.

**PEG :** Gas exchange point in France.

**Period of Validity:** period between the Service Start Date and the Contract Expiry Date, indicated in the Specific Conditions.

**Personal data:** any information relating to an identified or identifiable natural person (hereinafter referred to as "Individual Concerned"). An "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more specific elements specific to its physical, physiological, genetic, psychic, economic, cultural or social identity.

**Pilot Boarding Station (PBS):** place where the pilot takes control of the Vessel in the GPMM.

**Pooling Credit:** value of the subscriptions for Month M not used on a regulated French terminal and able to be used, during this same Month M, on another regulated French terminal in the context of the Pooling Service in accordance with the provisions of paragraph 6.5 of these General Terms and Conditions.

**Pooling Service:** service offered to Shippers having Subscriptions in at least one of the regulated French terminals enabling them to use part of these Subscriptions in one of the other regulated terminals, in accordance with the provisions detailed in paragraph 6.5 of the General Terms and Conditions.

**Port Authorities:** the public authorities that are responsible for, in particular, management of the GPMM and Vessel movements.

**Port Call Duration:** contractual time allocated to each Vessel in accordance with Paragraph 10.4 of the General Terms and Conditions and Paragraph 3.6 of Appendix 3 for carrying out all of the Port Call operations.

**Port Call:** all of the operations mentioned in Paragraph 3.6 of Appendix 3.

**Port Services:** all of the services used by the Vessel at the GPMM, in particular the Vessel's shipping agent, boatage company, piloting station, towing company, harbourmaster's office, port officer, guard company, crane company, and the gangway installation agent, etc.

**Preliminary Meeting:** meeting organised between the representatives of the Vessel and those of the Operator before Unloading or Reloading, referred to in Appendix 3.

**Program of Work:** annual schedule determined by the Operator that shows the unavailability (periods and level) caused by work to be carried out on the Terminal.

**Prudent and Reasonable Operator:** a person seeking in good faith to perform its contractual obligations and who, in so doing, exercises the skill, diligence, prudence and foresight which would reasonably and usually be expected from a skilled and experienced operator acting in accordance with laws and regulations under similar circumstances and conditions.

**Quarterly Capacity:** capacity at the Terminal under the Smart Service reserved to Unloadings subscribed for a Quarter of Year N+1 and for which the reservation request is made between the first (1<sup>st</sup>) January and the fifteenth (15<sup>th</sup>) October of Year N ; the available Quarterly Capacity is indicated by the Operator on its website and is subject

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to a specific tariff.

**Reception Measuring System**: all of the equipment and procedures for sampling, measuring, component analysis, calculation and electronic transmission used by the Operator in order to determine the Quantities Unloaded and the quality of the gas, in accordance with Article 14 of the General Terms and Conditions and Appendix 4.

**Reception**: all of the operations carried out by the Operator with a view to accommodating the Vessel in the Terminal.

**Redelivery Point**: any of the following: (i) the PITTM, (ii) the point at which the flange coupling of the Terminal's loading line joins the flange coupling of the LNG manifold on-board the Vessel, or (iii) the point at which the connecting flange of the Terminal with the LNG tank of the truck.

**Reference Shared Stock Level**: state of the quantity of LNG, expressed in MWh (GCV), scheduled to be the property of the Shipper on a given Day, as shared stock.

**Reference Send-Out**: quantity of energy, expressed in MWh (GCV), that the Operator schedules to deliver for a certain period to the PITTM, in accordance with the provisions of Appendix 6.

**Regasification**: operation involving the conversion of LNG into gas in the gaseous state in order to make it available for the Shipper at the entry of the Transmission System.

**Reloaded Quantity**: quantity of energy, expressed in MWh (GCV), which is equal to the Energy Content of the LNG transferred from the Terminal to the Vessel during a Reloading. This quantity is determined pursuant to the provisions defined in Paragraph 13.1 of the General Terms and Conditions.

**Reloading Request**: request sent by the Shipper to the Operator for the implementation of a Reloading service.

**Reloading**: operation involving the transfer of LNG from the Terminal to the Vessel.

**Scheduling**: procedure pursuant to Article 7 of the General Terms and Conditions.

**Send-Out Measuring System**: all of the measuring and calculation equipment, electronic transmission equipment and calculation procedures or systems used by the Operator to determine the quantities of Natural Gas delivered to the PITTM and their Energy Content.

**Send-Out Ratio**: percentage for distributing the global send-out of the Shippers that have subscribed to the SMART service between them, as described in Appendix 6.

**Send-Out**: operation involving delivery of the quantities of Natural Gas from Regasification to the PITTM.

**Service Start Date**: date indicated in the Specific Conditions.

**Shared Stock Level**: state of the quantity of LNG, expressed in MWh (GCV), property of the Shipper on a given Day, as Shared stock.

**Ship Owner**: owner and/or operator of the Vessel.

**Shipper Responsible**: shipper for which the modification, cancellation or postponement of the Window of Arrival or change in the size of the Cargo results in changes to the Reference Send-Out of another shipper.

**Shipper**: shipper that has signed this Contract with the Operator.

**Shippers**: all shippers that have signed a Contract with the Operator.

**Ship-Shore Checklist**: regulatory document completed by the Captain and the Operator before starting any operation in accordance with Appendix 3.

**Ship-Shore Safety Plan (SSSP)**: document drawn up jointly by the Operator, the Ship Owner and the Shipper as described in Appendix 3.

**SMART**: basic Regasification service accessible to any Shipper from the first Unloading as described in paragraph 6.1.1 of the General Terms and Conditions.

**Society of International Gas Tanker & Terminal Operators (SIGTTO)**: international organisation of gas terminal and tanker operators, allowing them to share their feedback, address common issues and jointly develop best practices and acceptable standards. Its mission is to promote shipping and terminal operations for liquefied gases which are safe, environmentally responsible and reliable.

**Specific Services**: all of the services and related rates described in the catalogue of services published on the Operator's website.

**SPOT**: Regasification service, reserved for subscribed Unloadings, for a Given Month M, after the twentieth (20<sup>th</sup>) Day of Month M-1 as described in paragraph 6.1.2 of the General Terms and Conditions.

**Subscription Account**: account accessible to any Shipper that has subscribed to the SMART service and able to be credited for any unscheduled or cancelled Unloadings (in Number of Contractual Unloadings and Contractual

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Quantities Unloaded), in accordance with the provisions of paragraph 6.4 of the General Terms and Conditions.

**Subscription**: defined in Article 3 of Appendix 1 (Specific Conditions).

**Terminal**: all of the installations and equipment of the Fos Cavaou LNG Terminal.

**Terminal Transport Interface Point (PITTM)**: point located at the flange connecting the Terminal to the Transmission System, and corresponding to the point of delivery of the Transmission Contract.

**Total Capacity**: marketable capacity at the Terminal under the Smart Service and mentioned by the Operator on its website.

**Total Contractual Storage Space**: total storage space dedicated to Shippers, set by the Operator for Year N.

**Trading Regional France (TRF)**: single gas balancing zone in France.

**Transmission Contract**: contract between the Shipper and the Transmission System Operator that enables the routing of quantities of Natural Gas on the Transmission System starting from the PITTM (LNG Terminal Transmission Interface Point).

**Transmission System Operator**: natural or legal person that operates the Transmission System to which the Terminal is connected and that is party to the Transmission Contract.

**Transmission System**: all of the structures, facilities and systems operated by or under the responsibility of the Transmission System Operator.

**Uniform Send-Out Option**: Option accessible to any Shipper, in accordance with paragraph 6.2 of the General Terms and Conditions allowing constant send-out for a period from twenty (20) to forty (40) Days, in accordance with Appendix 6.

**Unloaded Quantity**: quantity of energy, expressed in MWh (GCV), which is equal to the Energy Content of the quantity of gas transferred to the Terminal during an Unloading. This quantity is determined pursuant to the provisions defined in Paragraph 13.1 of the General Terms and Conditions.

**Unloading**: an operation consisting of transferring all or part of the Cargo to the Terminal.

**Vessel Capacity**: volume of LNG at  $-160\text{ }^{\circ}\text{C}$  measured in  $\text{m}^3$  that can be contained in the tanks of the Vessel if these are 100% full.

**Vessel**: any LNG vessel or tanker suitable for bulk LNG transfer.

**Week (W)**: a period of seven (7) consecutive Days, starting on Saturday at six (6) am and ending at five (5) fifty-nine (59) am the following Saturday.

**Window of Arrival**: Day scheduled, in accordance with the provisions of Article 7 of the General Terms and Conditions, for the arrival of the Vessel at the Pilot Boarding Station.

**Wobbe Index**: quotient of the Gross Calorific Value by the square root of the relative density under the reference conditions specified in Appendix 4.

**Year (N)**: the period starting at six (6) am on the first day of a given calendar year and ending at six (6) am on the first day of the following calendar year.

## 2 PURPOSE

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The purpose of the Contract is to determine the conditions under which the Operator shall:

- Receive the Vessels sent by the Shipper to the Terminal berth;
- Unload the Cargoes of said Vessels;
- Store the unloaded quantities of LNG;
- Regasify these quantities of LNG into quantities of Natural Gas having the same Energy Content and make them available to the Shipper at the entry of the Transmission System for collection in view of Gas Offtake;
- Allow the Shippers that so wish to assign or receive stored quantities of LNG;
- Reload LNG quantities from the Terminal to the Vessel.

## 3 PERFORMANCE CONDITIONS

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The Operator shall not be required to fulfil its obligations under the Contract or one of its addenda as long as:

- the Shipper has not provided the Operator with a copy of its authorisation to supply natural gas in France, if such authorisation is required by the regulations in force;
- the Shipper has not met the requirements related to the guarantees defined in Paragraph 12.1 of the General Terms and Conditions;
- the Shipper has not complied with Appendix 7 or fulfilled its obligations under said appendix;
- the Shipper or its agent has not provided the Operator with the reference for its Transmission Contract.

The Operator shall be released from its obligations under the Contract in the event of the absence, total or partial termination, total or partial suspension or non-renewal of the authorisation, of the guarantees and/or the contract referred to in the previous subparagraphs, where applicable for the portion of the quantities affected by this absence, this termination or this suspension.

## 4 TERM

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The Contract shall enter into force on the date it is signed, except as otherwise expressly indicated in the Specific Conditions.

The Operator's service shall begin on the Service Start Date.

The Contract Expiry Date and the conditions governing the renewal thereof are specified in the Specific Conditions. Any service reductions or interruptions shall have no effect on the Contract Expiry Date.

## 5 RECEPTION AND SEND-OUT OBLIGATIONS AND LIMITATIONS

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### 5.1 The Operator's obligations relating to Reception and limitations

For each Invoicing Period, the Operator shall undertake, pursuant to the procedure described in Article 7 of the General Terms and Conditions, to schedule Unloaded Quantities of LNG equal to the Contractual Unloaded Quantity.

The Operator shall not be required to schedule, for a given Invoicing Period, a number of Cargoes greater than the Number of Contractual Unloadings.

Subject to Articles 3, 16, 17 and 18 of the General Terms and Conditions, the Operator shall undertake to receive the Cargoes mentioned in the Annual and Monthly Schedule.

Under the operational tolerance, the Operator is not obliged to accept, for a given Invoicing Period, Unloaded Quantities of LNG with an Energy Content greater than one hundred and five percent (105%) of the Contractual Unloaded Quantity. This condition shall also apply to each of the Cargoes scheduled during the Invoicing Period.

### 5.2 The Operator's obligations relating to Send-Out and limitations

Subject to Articles 3, 16, 17 and 18 and paragraph 11.5 of the General Terms and Conditions, the Operator shall undertake to store, regasify and deliver the Unloaded Quantities to the PITTM so that they can be routed into the Transmission System. The Operator shall undertake to deliver to the Shipper at the PITTM, on any Day, a quantity equal to the Daily Send-Out scheduled for that Day.

The Daily Send-Out scheduled for each Day shall be determined in accordance with Article 7 of the General Terms and Conditions.

### 5.3 Implementation of limitations

The Operator shall be under no Reception or Send-Out obligation, on any Day, if one of the conditions referred to in this article is not complied with and without the Shipper being entitled to invoke any prejudice due to this fact.

### 5.4 Shipper's Obligations relating to the Send-Out

The Shipper shall undertake to subscribe to the transmission capacity corresponding to its Subscription in accordance with the regulatory provisions in force.

## 6 SERVICES CONNECTED WITH THE SUBSCRIPTION

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### 6.1 Regasification Service

Any feasibility and/or reservation request can be sent on any day of the Year by email to the addresses indicated in Appendix 1. The Operator will reply to this request as soon as possible.

#### 6.1.1 SMART

Any Shipper that has subscribed to the SMART service benefits from the services and options described in paragraphs 6.2, 6.3, 6.4, 6.5, 8.1, 8.2 and 8.3.

As part of this service, the Operator calculates the Shipper's Send-Outs in accordance with the rules described in Appendix 6, article 1 in order to guarantee a Daily Send-out that is as regular as possible.

#### 6.1.2 SPOT

This SPOT service can only be subscribed to after the twentieth (20<sup>th</sup>) day of Month M-1 for the end of Month M-1 or M.

For any Shipper that has subscribed to the SPOT service, the Send-Out profile for Month M (and where appropriate M-1) is determined by the Operator so as to correspond to the request from the Shipper subject to its impact on the Send-Outs from other Shippers complying with the rules described in Appendix 6, article 2.

For Month M+1 and for the quantities remaining at the end of Month M (Shared Stock Level), the Shipper benefits from the services and options defined in paragraphs 6.2 and 8.1 and said quantities will be issued in Month M+1 according to the SMART rules described in Appendix 6, article 1.

### 6.2 Uniform Send-Out Option

The Operator allocates a Uniform Send-Out Option to Shippers who request it, on a "first come, first served" basis.

The Shipper may not subscribe to a Uniform Send-Out Option plus one Unloading per month or to an annual quantity higher than 12 TWh. In the event that the sum of the Quantities Unloaded or issued as a Uniform Send-Out Option in a given Month is greater than twenty per cent (20%) of the total monthly regasification capacity of the Terminal, the Operator may refuse the request for a Uniform Send-Out Option from the Shipper.

The request from the Shipper should also specify the duration of the Uniform Send-Out Option, which will be a whole number between twenty (20) and forty (40) Days. The Operator shall determine the characteristics of the Shipper's Uniform Send-Out Option, taking into account the technical possibilities of the Terminal for the Month concerned. The Send-Out is defined in Appendix 6, article 3.

A SMART Shipper can request subscription to the Uniform Send-Out Option for a Cargo after publication of the Annual Unloading Schedule for the calendar year concerned and until the Monthly Schedule Request for the Unloading Month concerned.

A SPOT Shipper can request subscription to the Uniform Send-Out Option for the quantities still to be sent out in the Month after the Month of its Unloading Date. This request can be made until the Monthly Schedule Request for the Month after the Month of its Unloading Date.

### 6.3 Inventory Extension Option

A Shipper having unloaded a Cargo during Month M-1 can request to subscribe to the Inventory Extension Option at the latest during the Monthly Schedule Request for Month M.

Its request shall precise the quantity of energy required at the end of Month M provided it respects the conditions defined in paragraph 1.3 of Appendix 6.

For a request received before the twentieth (20<sup>th</sup>) of M-1, the Operator allocates the Inventory Extension Option to

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the requesting Shippers according to the 'first-come, first-served' principle.

For the requests received as part of the Monthly Schedule Request, when the sum of the requests of all Shippers exceeds the quantity of energy available under the Inventory Extension Option for a given Month, the quantity of energy allocated to the Shipper under the Inventory Extension Option is equal to the product of the Shipper's request by the ratio of the energy quantity available under the Inventory Extension Option for this Month to the sum of the requests of all Shippers for this Month.

### 6.4 Subscription Account

The Subscription Account is credited with the Unloadings not scheduled or cancelled with sufficient notice, as detailed below. This account can then be debited to schedule short term operations.

The following methods apply:

- The use of the Subscription Account does not lead to modification of the Shipper's minimum payment obligations;
- The Subscription Account can never be negative;
- The Subscription Account is automatically reset to zero at the end of each calendar year;
- The numbers of Unloadings and the quantities contained in the Subscription Account may be assigned in accordance with article 28 of the General Terms and Conditions.

#### 6.4.1 Credit to the subscription account

When the Annual Schedule is drawn up, the Shipper's Subscription Account is credited with:

- The difference between the Number of Contractual Unloadings and the number of Unloadings scheduled by the Shipper, and
- The difference between the Contractual Quantity Unloaded and the sum of the quantities scheduled for Unloading by the Shipper.

At any time between the publication of the Annual Schedule for year N by the Operator and the twentieth (20<sup>th</sup>) day of a given Month M-2, the Shipper may remove from the Annual schedule all or part of its number of scheduled Unloadings and/or quantities scheduled for Unloading in Month M. These quantities and/or this number of Unloadings removed from the Annual Schedule will then be credited to the Shipper's Subscription Account.

#### 6.4.2 Debit from the subscription account

When the Monthly Scheduling Request is made or in the context of an intra-monthly scheduling or rescheduling request, the Shipper may use its Subscription Account to increase the number of Unloadings scheduled and/or the quantities scheduled for Unloading for Month M.

This quantity and/or this number of Unloadings will then be debited from the Shipper's Subscription Account, subject to acceptance of the request by the Operator, which will then be implemented in the Monthly Schedule notified to the Shipper or used for the calculation of the Pooling credit.

The Send-Outs will be calculated in accordance with the rules described in Appendix 6.

Any request for reservation of primary capacity will be processed as a priority on the requests to use the Subscription Account.

### 6.5 Pooling Service

The Pooling Service enables any Shipper that has a subscription in at least one of the three French regulated terminals and not having planned to use it in full in Month M, to use part of this subscription for Unloadings in one of the other French regulated terminals by accessing, based on a specific rate, the capacity still available after the twentieth (20<sup>th</sup>) day of Month M-1 in this other terminal.

The Shipper may ask, on making a request for intra-monthly scheduling, for an Unloading to benefit from the Pooling Service. The operator of the terminal where the Unloading operation will be scheduled will calculate the price of the Pooling operation based on the Shipper's Pooling credit.

The Send-Outs related to this service will be calculated in accordance with the rules described in Appendix 6.

#### 6.5.1 Calculation of the Pooling credit

Any Shipper having a subscription for Unloadings for Month M or in its subscription account as known at the twentieth (20<sup>th</sup>) day of a given Month M-2 at the latest, and not expecting to use them in full, has a Pooling credit (C), which can be used in the other French regulated terminals during the Month M.

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The Shipper's Pooling credit for Month M is determined from the 1<sup>st</sup> Day of Month M+1 by the operator of the terminal where the subscription has not been used in Month M, according to the following formula:

$C = (NDCm - NDm) * TNA + (QDCm - QDm) * TQD$ , where:

- NDCm is the number of Unloadings for Month M, as set out in the Shipper's Annual Schedule in use on the twentieth(20<sup>th</sup>) day of M-2 increased by the number of Unloadings in its subscription account at the twentieth (20<sup>th</sup>) day of a given Month M-2 at the latest that the Shipper wants to use for the calculation of the Pooling credit, this number being debited from its subscription account.
- NDm, the Number of Unloadings carried out by the Shipper during Month M
- QDCm, the Contractual Quantity Unloaded for Month M, as set out in the Shipper's Annual Schedule in use on the twentieth(20<sup>th</sup>) day of M-2, increased by the Unloaded Quantity in its subscription account at the twentieth (20<sup>th</sup>) day of a given Month M-2 at the latest that the Shipper wants to use for the calculation of the Pooling credit, this Unloaded Quantity being debited from its subscription account
- QDm, the Quantity Unloaded by the Shipper during Month M

This credit is expressed in euros.

### 6.5.2 Price Calculation

The price of the Pooling Service is calculated in accordance with Appendix 5, article 3.7, based on the Shipper's Pooling credit for the Month in question. This credit will have been communicated by the operator of the terminal where the subscription was not used.

### 6.6 Cargo Sharing Service

The Cargo Sharing Service allows several Shippers to share an Unloading operation. It is subject to the prior signature of a subscription letter by the Shippers concerned, which is available on request from the Operator.

The price of the Cargo Sharing Service is calculated in accordance with article 3.9 of Appendix 5.

## 7 SCHEDULING, RESCHEDULING AND NOMINATION

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### 7.1 Quarterly Capacity

#### 7.1.1 Shipper's Unloading Request for Quarterly Capacity

Between the first (1<sup>st</sup>) January and the fifteenth (15<sup>th</sup>) October of Year N-1, the Shipper can request part or all of the Quarterly Capacity offered by the Operator.

#### 7.1.2 Allocation of the Quarterly Capacity by the Operator

The Operator allocates the Quarterly Capacity to the Shippers according to the 'first-come, first-served' principle.

### 7.2 Annual Schedule

#### 7.2.1 Shipper's Annual Schedule Request for an Unloading

On 15 October of Year N-1 at the latest, the Shipper shall notify the Operator of an Annual Schedule Request for Year N.

The Shipper's Annual Schedule Request shall contain the following information for each Cargo:

- the required Window of Arrival for the Vessel,
- the estimated Energy Content,
- the planned Loading Port.

This last data item is purely for information.

The request shall take into account the unavailability notified by the Operator in its Program of Work. The sum of the volumes requested by the Shipper must be compatible with the Contractual Unloaded Quantity adjusted by the rounding-off of figures.

The Shipper shall establish its Annual Schedule Request taking care to ensure regularity in the arrival of the Vessels.

### 7.2.2 Shipper's Annual Schedule Request for a Reloading

On 15 October of Year N-1 at the latest, the Shipper shall notify the Operator of an Annual Schedule Request for Year N.

The Shipper's Annual Schedule Request shall contain the following information for each Reloading:

- the required Window of Arrival for the Vessel,
- the estimated Energy Content.

The Operator shall specify the technical conditions of use of the service and/or the conditions related to the Scheduling of the Shipper and/or the Reception of the Shipper's Vessels, which will have been notified beforehand to the Shipper. The Operator also informs the Shipper of the maximum reloadable quantities as calculated.

### 7.2.3 Determination and notification of the Annual Schedule by the Operator

The Operator shall analyse, in a non-discriminatory manner, the compatibility of the requests of all of the Shippers. In the event of incompatibility between requests, the Operator shall propose adjustments to the Shippers concerned. The Operator is not bound to draw up an Annual Schedule that would result in a global send-out level that is higher than 113% of the Nominal Terminal Flow Rate.

The Operator shall draw up the Annual Schedule by arbitrating the requests in a non-discriminatory manner and by endeavouring to ensure the regularity between the Windows of Arrival allocated, which is required for the smooth running of the long-term supply chains, and avoiding any waiting for Vessels. Insofar as possible, the Operator ensures that the Available Capacity is evenly spread over the Year.

Finally, the Operator shall determine the Annual Schedule, ensuring:

- that a minimum period of twenty-four (24) Hours is maintained between the end of one Window of Arrival and the start of the next Window of Arrival.
- that any Reloading is preceded by Unloading from the Shipper and that a minimum period of twenty-four (24) Hours has lapsed between said Unloading and Reloading operations by the Shipper.

On setting the Annual Schedule, Unloadings take priority over Reloadings in the event of requests for the same date.

The Operator shall provide the Shipper:

- by 15 November of Year N-1 at the latest: with the month of January and February of the definitive Annual Schedule for Year N,
- by 15 December of Year N-1 at the latest: with the months from March to December of the definitive Annual Schedule for Year N,

### 7.2.4 Annual Schedule change request

Between the notification of the Annual Schedule by the Operator and the 19th of M-1, the Shipper may send a request to change its Annual Schedule for Month M and the following Months.

The Operator shall process these requests on a first-come, first-served basis.

In the event of acceptance, the Operator shall provide the Shipper with a new Annual Schedule.

## 7.3 Monthly Schedule

### 7.3.1 Shipper's Monthly Schedule Request

The Monthly Schedule Requests for a Month M should be provided by the Shipper to the Operator by the twentieth (20<sup>th</sup>) day of Month M-1 at the latest.

All Monthly Schedule Requests from Shippers will be processed by the Operator without any order of priority.

#### 7.3.1.1 Shipper's Monthly Schedule Request for an Unloading

The Shipper shall provide the Operator with a Monthly Schedule Request that shall include the following information for each of the Cargoes that the Shipper wishes to unload at the Terminal during Month M:

- the required Window of Arrival for the Vessel,
- the estimated Energy Content,
- the Loading Port, (and the port of origin of the Cargo if different),
- the name of the Vessel transporting the Cargo,
- the name of the shipping agent.



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The SMART Shipper may provide , for each Day of Month M, with the Reference Send-Out that it wishes to leave the Terminal to the PITTM. The Shipper may also express a requirement regarding its forecast Shared Stock Level for the end of Month M.

### 7.3.1.2 Shipper's Monthly Schedule Request for an Reloading

The Shipper shall provide the Operator with a Monthly Schedule Request that shall include the following information for each Reloading that the Shipper wishes to carry out at the Terminal during Month M:

- the required Reloading Window of Arrival for the Vessel,
- the estimated Energy Content to be reloaded,
- the estimated volume of LNG to be reloaded,
- the estimated Energy Content of the Vessel upon its arrival at the Terminal,
- the name of the Vessel concerned by the Reloading operation,
- the name of the shipping agent,
- if applicable, any technical condition related to the planned Reloading operation,
- the supporting elements certifying that the Shipper will hold a sufficient Shared Stock Level for the planned Reloading operation.

The Shipper should be in a position to have a Shared Stock Level that is sufficient for the planned Reloading, according to one of the following scenarios:

- Scheduling of Unloading prior to Reloading within the framework of the Monthly Schedule,
- Conclusion with a Shipper holding a sufficient Shared Stock Level of an agreement concerning a sufficient Stock Transfer Quantity for the planned Reloading operation.

### 7.3.1.3 Provisions relating to notification failure

In the absence of notification by the Shipper of a full Monthly Scheduling Request within the time frame indicated, the information appearing in the last Annual Schedule provided by the Operator shall apply for Month M.

## **7.3.2 Allocation of Windows of Arrival by the Operator**

The Operator shall analyse, in a non-discriminatory manner, the compatibility of the requests of all of the Shippers. In the event of incompatibility between requests, the Operator shall propose adjustments to the Shippers concerned, it being understood that priority shall be given to Unloading operations. The Operator is not bound to draw up a Monthly Schedule that would result in a global send-out level that is higher than 113% of the Nominal Terminal Flow Rate. The Operator has the possibility but not the obligation of reducing the minimum time between two (2) Unloading operations as stated in paragraph 7.2.3 of the General Terms and Conditions.

A Window of Arrival request will not be accepted by the Operator if this Window of Arrival has already been allocated to another Shipper under the previous Annual Schedule.

Finally, the Operator shall determine the Monthly Schedule:

## **7.3.3 Allocation of the Reference Send-Out by the Operator**

The Operator shall define a Shipper's Reference Send-Out for each Day of the Month, in accordance with Appendix 6.

The Operator shall also be able to offer the Shippers an adjustment of the Send-Outs for Month M-1, so that the sum of the Shippers Shared Stock Levels for Month M-1 is compatible with all of the Shippers' Monthly Schedules for Month M.

## **7.3.4 Notification of the Monthly Schedule by the Operator**

At the latest on the twenty-fifth (25<sup>th</sup>) calendar day of Month M-1, the Operator shall provide the Shipper with its Monthly Schedule, which shall include all of the Monthly Schedule Request information and shall indicate:

- the Windows of Arrival allocated and any specific associated issues,
- the Reference Send-Out for each Day of the Month,

For a Reloading, the Operator shall specify the conditions of use of the service, related to a technical matter and/or the Scheduling of the Shipper and/or the Reception of the Shipper's Vessels, which will have been notified beforehand to the Shipper.

## **7.4 Intra-monthly Scheduling and rescheduling**

### **7.4.1 Intra-monthly scheduling of a new operation at the Shipper's initiative**

The Shipper may, at any time between notification of the Monthly Schedule for Month M and the last day of Month M, ask to book an Unloading and/or Reloading operation for the period still to be covered until the last day of Month M. The request shall contain the information mentioned in paragraphs 7.3.1.1. and/or 7.3.1.2. of the General Terms and Conditions. In the event of acceptance of the request, the Operator shall specify the conditions of use of the service, related to a technical matter and/or the Scheduling of the Shipper and/or the Reception of the Shipper's Vessels, which will have been notified beforehand to the Shipper.

The Operator shall process these requests on a first-come, first-served basis.

The Operator shall make reasonable efforts to accept the change request from the Shipper, without being allowed to modify the Windows of Arrival that are already scheduled for another shipper.

### **7.4.2 Intra-monthly rescheduling of operations already scheduled at the Shipper's initiative**

(i) The Shipper may, at any time between notification of the Monthly Schedule for Month M and the last day of Month M, ask to change Windows of Arrival and/or Quantities Unloaded or Reloaded scheduled for the period still to be covered until the last day of Month M. The change request shall contain the information mentioned in paragraphs 7.3.1.1. and/or 7.3.1.2. of the General Terms and Conditions and shall state the reasons why it is being made.

The Operator shall process the above-mentioned change requests on a first-come, first-served basis.

The Operator shall make every reasonable effort to accept the Shipper's change request. However, the Operator should refuse it in the event that this change would lead to the technical capacity of the Terminal being exceeded or the Windows of Arrival already scheduled for another Shipper have to be changed.

If the global Send-Out from the Terminal is affected by this change request, the Operator may propose the following adjustments:

- o as a priority, it shall change the Reference Send-Out of the Shipper that made the request, in accordance with the provisions of Appendix 6.
- o If these measures are still found to be insufficient, and after informing the Shipper in advance, the Operator may also modify the Reference Send-Out of the other Shippers. In this case, the Shipper Responsible shall compensate the Shippers Affected under the conditions described in Appendix 7.

In the event of refusal by the Shipper of the adjustments offered by the Operator, the Monthly Schedule provided by the Operator shall therefore remain unchanged.

If the Operator accepts the Shipper's change request, one (or more) new Monthly Schedule(s) for the Month in question shall be allocated to the Shipper as a result. The new Monthly Schedule(s) shall apply as from the notification thereof by the Operator and shall replace the Schedule(s) initially allocated.

(ii) In the event of pure and simple cancellation of the Window of Arrival of an Unloading or a Reloading by the Shipper, the Shipper Responsible shall, where applicable, compensate the Shippers Affected under the conditions described in Appendix 7.

### **7.4.3 Modification of the Monthly Schedule at the initiative of the Operator**

For the period left to run until the last day of month M, the Operator may change the details of the Monthly Schedule for Month M between the notification of the Monthly Schedule for Month M and the last day of Month M under the circumstances described in Articles 16, 17 and 18 of the General Terms and Conditions.

The Operator may change the Shipper's Reference Send-Out if events occur that are beyond the Operator's control such as, but not limited to, changes to or postponements of the Window of Arrival for other shippers.

The new Monthly Schedule(s) shall be notified to the Shipper as soon as possible, and at the latest two (2) Days before its (their) implementation. It (or they) shall contain the information listed in Paragraph 7.2.1 of the General Terms and Conditions and shall also specify the reasons that led to the change as well as the Terminal's Natural Gas send-out volume and any volume that might be offset in accordance with the terms and conditions described in Appendix 7.

### **7.4.4 Use of the Flexibility Service at the initiative of the Shipper**

The weekly and daily scheduling of the Flexibility Service is described in paragraph 8.1 of the General Terms and Conditions.

#### **7.4.5 Use of the Dedicated Storage Service at the initiative of the Shipper**

The weekly and daily scheduling of the Dedicated Storage Service is described in paragraph 8.2 of the General Terms and Conditions.

#### **7.4.6 Intra-daily rescheduling of the Daily Send-Out by the Operator**

In the event of modification or postponement of a Window of Arrival, suspension of Unloading or Reloading under the circumstances provided for pursuant to Article 10, Force Majeure provided for in Article 16, unscheduled work provided for in Paragraph 17.2 or in Article 18 of the General Terms and Conditions, the Operator may modify the Daily Send-Out Schedule with effect as from the time at which the triggering event takes place. The intra-daily rescheduling notification shall specify the reasons for the rescheduling.

#### **7.5 Practical terms and conditions**

The practical terms and conditions relating to the Scheduling, rescheduling and nomination are subject to an operational procedure.

### **8 SERVICES CONNECTED WITH THE SEND-OUT**

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#### **8.1 Send-Out Flexibility Service**

The Shipper may ask for its Reference Send-Out to be changed, weekly, daily (in D for D+1) or intra-daily via the Flexibility Service.

It is only granted for Send-Outs calculated according to the rules of the SMART service. Therefore, a Send-Out according to the SPOT rules will not be able to be changed at the initiative of the Shipper via the Send-Out Flexibility Service.

##### **8.1.1 Weekly Send-Out Flexibility**

On Friday of week W-1, the Operator shall send each Shipper concerned a Send-Out range and a Shared Stock Level range for each of the seven (7) Days after the Friday of week W-1.

The Operator, acting as a Prudent and Reasonable Operator, shall make its best efforts to offer as much Flexibility as possible to the Shippers, in view of the Terminal's operational constraints and within the limit of 123% of the Nominal Send-Out Flow Rate. The Flexibility available for all of the Shippers concerned shall be distributed between them proportionally at the prorata of the send-out calculated for the week concerned.

On Friday of Week W-1, the Shipper shall send the Operator a Send-Out request for each of the seven days after the Friday of week W-1, each Send-Out request having to comply with the send-Out and Shared Stock Level ranges indicated by the Operator.

On Friday of week W-1, the Operator shall provide the Shipper with its Monthly Schedule including its new Reference Send-Outs.

In the event of a request being made to the change the Windows of Arrival or the scheduled Quantities Unloaded or Reloaded prior to provision of the last Monthly Schedule, this request shall be processed as a priority over the request to change the Reference Send-Out.

##### **8.1.2 Daily Send-Out Flexibility**

Each Day D-1 of the Week except for Friday, the Shipper that has a Send-Out according to the SMART rules may request a change to its Reference Send-Out for Day D.

Each Day D-1 of the Week except for Friday, the Operator, acting as a Prudent and Reasonable Operator, shall make every effort to allocate to the Shipper that made a request to change its Reference Send-Out, a new Reference Send-Out as close as possible to its request for Day D, it being understood that the sum of these requests should comply with:

- the operational constraints of the Terminal,
- the limit of 123% of the Terminal Nominal Flow-Rate,
- a technically and economically reasonable send-out range,
- compatibility with the capacity of the Transmission System.

The Flexibility for all of the shippers shall be distributed between them proportionally using the prorata of their send-out for the Day D.

The Daily Send-Out shall be defined by the Operator in accordance with the Shipper's request and any technical

constraints.

In the event that the conditions stated above are not met, the Operator will make every effort, with the Shippers that have made a request to change their Reference Send-Out, to find a satisfactory solution and, as a last resort, shall define the new Reference Send-Outs by distributing the Flexibility available by using the prorata of their send-out for the Day D

In the event that the request to change the Shipper's Reference Send-Out is accepted by the Operator, it shall provide a Monthly Schedule including the new Reference Send-Out for Day D.

In the event of a request being made to change the Windows of Arrival or the scheduled Quantities Unloaded or Reloaded prior to provision of the last Monthly Schedule, this request shall be processed as a priority over the request to change the Reference Send-Out.

### 8.1.3 Intra-daily Send-Out Flexibility

Each working day D of the Week, the Shipper that has a Send-Out according to the SMART rules may request a change to its Reference Send-Out for Day D.

Each working day D of the Week, the Operator, acting as a Prudent and Reasonable Operator, shall make every effort to allocate to the Shipper that made a request to change its Reference Send-Out, a new Reference Send-Out as close as possible to its request for Day D, it being understood that the sum of these requests should comply with:

- the operational constraints of the Terminal,
- the limit of 123% of the Terminal Nominal Flow-Rate,
- a technically and economically reasonable send-out range,
- compatibility with the capacity of the Transmission System.

The Flexibility for all of the shippers shall be distributed between them proportionally using the prorata of their send-out for the Day D.

The Daily Send-Out shall be defined by the Operator in accordance with the Shipper's request and any technical constraints.

In the event that the conditions stated above are not met, the Operator will make every effort, with the Shippers that have made a request to change their Reference Send-Out, to find a satisfactory solution and, as a last resort, shall define the new Reference Send-Outs by distributing the Flexibility available by using the prorata of their send-out for the Day D

In the event that the request to change the Shipper's Reference Send-Out is accepted by the Operator, it shall provide a Monthly Schedule including the new Reference Send-Out for Day D.

### 8.1.4 Practical terms and conditions

The practical terms and conditions concerning weekly, daily and intra-daily Flexibility are described in the operating manual.

## 8.2 Dedicated Storage Service

### 8.2.1 Rules for allocation of Contractual Storage Space

Every year, the Operator shall provide by 15 October of Year N-1 for Year N, the Total Contractual Storage Space made available to Shippers.

The Operator allocates the Contractual Storage Space to each Shipper that has subscribed before 15 December of Year N-1 for Year N at least one Cargo to the SMART service in accordance with the provisions below:

$$ESC = [\text{QDC of the Shipper for year N} / \text{sum of all Unloading quantities subscribed and to be subscribed in year N}] \times \text{Contractual Storage Space of the Terminal for Year N.}$$

The Contractual Storage Space that has not been allocated according to the rules set out above shall be supplied by the Operator in the form of a monthly storage service as described below.

Each Shipper that has an allocation of Contractual Storage Space may assign all or part of their rights to another shipper. The assignment should be made according to the provisions of article 28 of the General Terms and Conditions.

The assignment shall be made for a period between the current Month, on the date of the assignment, and the end of the current Year.

## 8.2.2 Rules for allocation of Monthly Storage Space

The Operator markets, in the form of Monthly Storage Space, to the Shippers of the Terminal, the Available Contractual Storage Space.

The Operator publishes, from 15 December of Year N-1, the Monthly Storage Space that is available for each Month of Year N.

A Shipper may make a request to reserve all or part of this Monthly Storage Space on making its Monthly Schedule request.

Allocation by the Operator shall be made according to the provisions below:

- o The Monthly Storage Space is allocated in priority to requests for longer duration,
- o If the sum of the requests is lower than the Monthly Storage Space offered, the requests shall be met in full,
- o If the sum of the requests is higher than the Monthly Storage Space offered for a given Month, the requests shall be met in proportion to said requests.

On publication of the Monthly Schedule, the Operator shall notify the Shippers of the Monthly Storage Space that was allocated to them for month(s) M.

Each Shipper that has an allocation of Monthly Storage Space may assign all or part of their rights to another shipper. The assignment should be made according to the provisions of article 28 of the General Terms and Conditions.

The assignment shall be made for a period between the current Month, on the date of the assignment, and the end of the current Year.

## 8.2.3 Rules for using the Dedicated Storage Service

### 8.2.3.1 Movements related to the Dedicated Storage Service

At all times, the Dedicated Stock Level should be positive or zero and may not exceed the Dedicated Storage Space allocated to the Shipper.

#### 8.2.3.1.1 *Injection*

Injection, by movement from the Shared Stock Level to the Dedicated Stock Level, takes place in several ways:

#### During the Monthly Schedule Request :

The Shipper specifies in its Monthly Schedule Request the Day(s) and the associated energy quantity that it wants to inject into its Dedicated Storage Space.

This injection can be reduced if it entails the Shared stock Level of the Shipper to become negative.

#### On a weekly basis:

This injection shall be rated as a negative Send-Out to correct the Reference Send-Out.

On Friday of week W-1, the Operator shall send the Shipper a Dedicated Storage Space, a Dedicated Stock Level range for each of the seven (7) Days after the Friday of week W-1.

On Friday of week W-1, the Shipper allocated a Dedicated Storage Space shall send the Operator a Dedicated Stock Level movement request for each of the seven (7) Days after the Friday of week W-1.

Each Send-Out request should comply with the Dedicated Stock Level ranges indicated by the Operator, it being understood that the sum of the requests should comply with:

- o the operational constraints of the Terminal,
- o the limit of 123% of the Terminal Nominal Flow-Rate,
- o a technically and economically reasonable send-out range,
- o compatibility with the capacity of the Transmission System.

On Friday of week W-1, the Operator shall provide the Shipper with its Monthly Schedule including its new Reference Send-Outs and its new Shared Stock Level and Dedicated Stock Level.

#### On a daily basis:

A transfer request on Day D for Day D+1 should include the following details:

- o Day

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- o Quantity
- o Origin of the transfer (Shared Stock Level), and
- o Destination (Dedicated Stock Level) of the transfer.

The Operator may carry out this transfer subject to:

- o the request by the Shipper being compatible with the weekly schedule of movements of the Dedicated Stock Level, as validated by the Operator on the Friday of week W-1, and
- o the Shared Stock Level remaining positive on Day D+1 or, in the event of a negative Shared Stock Level, for it not to be lower on Day D+1 than on Day D.

On Day D, for a transfer on Day D+1, the Operator shall provide the Shipper with its Monthly Schedule including its new Shared and Dedicated Stock Levels.

### 8.2.3.1.2 *Withdrawal*

Withdrawal, by movement from the Dedicated Stock Level to the Shared Stock Level, takes place in several ways:

#### During the Monthly Schedule Request :

The Shipper specifies in its Monthly Schedule Request the Day(s) and the associated energy quantity that it wants to withdraw from its Dedicated Storage Space.

#### On a weekly basis:

This withdrawal shall be rated as a positive Send-Out to correct the Reference Send-Out.

On Friday of week W-1, the Operator shall send the Shipper a Dedicated Storage Space, a Dedicated Stock Level range for each of the seven (7) Days after the Friday of week W-1.

On Friday of week W-1, the Shipper allocated a Dedicated Storage Space shall send the Operator a Dedicated Stock Level movement request for each of the seven (7) Days after the Friday of week W-1.

Each Send-Out request should comply with the Dedicated Stock Level ranges indicated by the Operator, it being understood that the sum of the requests should comply with:

- o the operational constraints of the Terminal,
- o the limit of 123% of the Terminal Nominal Flow-Rate,
- o a technically and economically reasonable send-out range,
- o compatibility with the capacity of the Transmission System.

On Friday of week W-1, the Operator shall provide the Shipper with its Monthly Schedule including its new Reference Send-Outs and its new Shared Stock Level and Dedicated Stock Level.

#### On a daily basis:

A transfer request on Day D for Day D+1 should include the following details:

- o Day
- o Quantity
- o Origin of the transfer (Dedicated Stock Level), and
- o Destination (Shared Stock Level) of the transfer.

The Operator may make this transfer subject to the request by the Shipper being compatible with the weekly schedule of movements of the Dedicated Stock Level, as validated by the Operator on the Friday of week W-1

On Day D, for a transfer on Day D+1, the Operator shall provide the Shipper with its Monthly Schedule including its new Shared and Dedicated Stock Levels.

### 8.2.3.2 Case of interruption to the Dedicated Storage Service

In accordance with article 19 of these General Terms and Conditions, in the event that the Operator expects a forecast Send-Out level lower than the minimum send-out flow rate necessary for reincorporation of evaporation, particularly in the event of application of articles 16, 17, 18 or 19 of the General Terms and Conditions, the latter reserves the possibility of freezing the injection and withdrawal movements of the Dedicated Stock Level until the Shared Stock Level of the Terminal returns to a level making it possible to avoid any risk of LNG shortage.

### 8.2.3.3 Priority for scheduling of vessels

In the event of a request being made to the change the Windows of Arrival or the scheduled Quantities Unloaded or Reloaded, this request shall be processed as a priority over the request for injection or withdrawal.

## 8.2.4 **Practical terms and conditions**

The practical terms and conditions related to the Dedicated Storage Service are detailed in the operational notice.

### 8.3 LNG Stock Transfer for Send-Out

The Shipper may, at any time, subscribe to the LNG Stock Transfer service, which enables it to exchange quantities of LNG with other Shippers within the Terminal.

The Shipper who delivers the Transfer Quantity shall inform the Operator of the portion of its Reference Send-Out that is transferred, as well as the total quantity and duration of the transfer. The Shipper's Shared Stock Account shall be corrected for the Transfer Quantity delivered or received, provided that the Operator has received equivalent notification from the other shipper with which the LNG Stock Transfer is being performed.

The terms and conditions of Send-Out scheduled for the corresponding quantities for the assignor shall be used identically by the assignee.

## 9 SHIPPER'S SHARED STOCK LEVEL

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### 9.1 Shared Stock Level

The Shipper's Shared Stock Level for a given Day shall be equal to the difference between, on the one hand:

- the Shared Stock Level for the previous Day,
- the Unloaded Quantity on the Day in question,
- the LNG Stock Transfer Quantity received on the Day in question,
- the Quantity transferred from the Dedicated Stock Level to the Shared Stock Level on the Day in question,
- the Offset Quantity delivered on the Day in question;

And, on the other hand:

- the Daily Send-Out on the Day in question,
- the Reloaded Quantity on the Day in question,
- the Transfer Quantity delivered on the Day in question;
- the Gas Offtake performed on the Unloaded Quantities, for the day in question,
- the Quantity transferred from the Shared Stock Level to the Dedicated Stock Level on the Day in question,
- the Offset Quantity received on the Day in question.

The Shipper's Shared Stock Level may be negative, within the limit of the Overdraft Authorisation. The Operator shall stop the Shipper's Send-Out as soon as its Overdraft Authorisation has been reached.

The Day on which the Unloaded Quantity or the Reloaded Quantity shall be taken into account is the Day during which the Unloading or the Reloading ended.

### 9.2 Reference Shared Stock Level

The Shipper's Reference Shared Stock Level for a given Day shall be defined as the difference between, on the one hand:

- the Reference Shared Stock Level for the previous Day,
- the Quantity scheduled for Unloading on the Day in question,
- the Quantity scheduled for transfer from the Dedicated Stock Level to the Shared Stock Level on the Day in question,
- the Transfer Quantity scheduled to be received on the Day in question,

And, on the other hand:

- the Reference Send-Out for the Day in question, calculated in accordance with the provisions of Appendix 6,
- the Transfer Quantity scheduled to be delivered on the Day in question,
- the quantity scheduled for Reloading on the Day in question,
- the Quantity scheduled for transfer from the Shared Stock Level to the Dedicated Stock Level on the Day in question,
- the Gas Offtake performed on the quantities scheduled for Unloading, for the day in question.

The Shipper's Reference Shared Stock Level may be negative, within the limit of the Overdraft Authorisation.

### 9.3 Assessment

The Operator shall send the Shipper each Month, at the same time as the invoice, a statement that summarises:

- the Unloaded Quantities,
- the Reloaded Quantities,
- the Gas Offtake performed,

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- the LNG Stock Transfer Quantities delivered and received,
- the Offset Quantities,
- the sum of the Daily Send-Out for the Month,
- the Shipper's Shared Stock Level at the beginning and end of the Month.

The Operator shall also send, within thirty (30) days of the end of the calendar Year, a statement that summarises the above data for the previous year.

## **10 RECEPTION CONDITIONS**

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### **10.1 Vessel Approval**

Only the Vessels authorised by the Port Authorities and approved by the Operator in accordance with the Approval Procedure referred to in Appendix 3 shall be authorised to unload or reload LNG quantities at the Terminal. The Approval Procedure aims to study the technical compliance and to set up operational and safety procedures between the Vessel and the Terminal.

The Operator reserves the right to check that all Vessels authorised to access the Terminal comply with these conditions, in particular through inspections, and, in the event of non-compliance, the right to make continuance of its Approval contingent on the implementation of corrective measures, to refuse the Vessel's access to the Terminal or to withdraw its Approval.

The Operator can, at any time, change the configuration of a berth for safety or efficiency reasons. In this case, the Operator shall inform the Shipper with which it shall liaise of the change.

### **10.2 Operational conditions of Reception**

Operational conditions of Reception are defined in Appendix 3, article 3. They define in particular the way the Notice of Arrival is sent and the Unloading and Reloading scheduling procedures.

Neither the Operator nor its agents or employees can be held liable for the direct or indirect costs and expenses incurred by a Vessel, its owners, operators, carriers or agents, in the event of a refusal to unload or reload all or part of the LNG Cargo, a delay to or interruption of the Unloading or the Reloading, or an instruction to free the dock under the circumstances referred to in Paragraph 3.4 of Appendix 3, except in the event of fraud or wilful misconduct by the Operator.

### **10.3 Management of evaporations during Unloading or Reloading and consequences**

The thermodynamic state of liquid and vapour phases in each of the Vessel's tanks must comply with the requirements set out in Paragraph 3.5 of Appendix 3.

During Unloading or Reloading, the thermodynamic conditions (temperature related to the equilibrium pressure and the composition) of the LNG may generate evaporations caused by heat inputs and the Cargo coming into contact with the LNG stored inside the Terminal or the Vessel. The evaporations thus generated are normally re-condensed according to the Terminal send-out rate.

However, the Terminal operating conditions may make this reincorporation of evaporations momentarily impossible. In this case, the Operator will request the Shipper to decrease the Unloading or Reloading rate, which may lead to an Effective Port Call Duration that exceeds the Port Call Duration and payment of demurrage by the Operator to the Shipper, in accordance with Paragraph 10.4 of the General Terms and Conditions.

In the case where the thermodynamic state of the liquid and vapour phases in each of the Vessel's tanks does not comply with the requirements set out in Paragraph 3.5 of Appendix 3, the Operator may suggest to the Shipper to reduce the Unloading or Reloading rate. If the Shipper agrees, then it shall be liable for demurrage as provided for in Paragraph 10.4 of the General Terms and Conditions. If the Shipper refuses, the gas passed from the liquid state to a gaseous state in excess is flared by the Terminal; all of the flared gas is then subtracted from the Unloaded Quantity or added to the Reloaded Quantity. The Operator shall notify the Shipper, for information purposes, with its proposed rate reduction, an order of magnitude of the amount estimated to be flared and an order of magnitude of the estimated Port Call duration for the Unloading or Reloading.

### **10.4 Port Call Duration**

The Port Call Duration is defined in Paragraph 3.6 of Appendix 3.

Except in a Force Majeure event, if the Effective Port Call Duration exceeds the Port Call Duration for causes that are attributable to the Shipper and if this delay causes a delay to another Vessel that arrives within its Window of Arrival, the Shipper must pay the Operator demurrage in accordance with Paragraph 11.4.2 of the General Terms and Conditions.

Except in the event of application of Articles 16, 17 or 18 of the General Terms and Conditions, if the Effective Port



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Call Duration exceeds the Port Call Duration for causes attributable to the Operator, the Operator must pay demurrage to the Shipper, in accordance with Paragraph 11.4.2 of the General Terms and Conditions.

Except in a Force Majeure event, if the Effective Port Call Duration exceeds the Port Call Duration for Specific Services, the Shipper shall pay the Operator for this Port Call overrun in accordance with paragraph 11.4.1.

### **10.5 Safety and proper execution of Port Calls**

The Shipper shall be solely liable for the state, operating conditions and adaptation of its equipment at the Terminal. The Shipper shall be solely liable for the harmful consequences that may result from non-compliance with the above-mentioned conditions, in relation to the Operator and third parties, under the conditions provided for in Article 20 of the General Terms and Conditions.

The Shipper shall undertake to take all necessary measures in order to ensure full and entire cooperation between the Captain, Port Authorities and Port Services in order to guarantee the safety and proper execution of any Port Call. It shall be responsible for the implementation of measures by the Ship Owner and the Captain to ensure the safety and efficiency of operations on board the Vessel and compliance by the Vessel, its officers and crew, with the GPMM's regulations, the Ship-Shore Safety Plan and the Maritime Safety Rules.

The berthing equipment and means for crew access on board shall be made available to the Vessel by the Operator. They shall be used under the responsibility of the Shipper.

The Vessel must not be prevented from unberthing. Vessel refuelling, maintenance or upkeep operations must be authorised beforehand by the Terminal and the Port Authorities.

If the gas arm is not available, the Operator may require the Shipper to arrange for the Vessel to use its own means to perform Unloading without a gas arm.

If the gas arm is not available for Reloading, the Operator and the Shipper shall consult each other to adapt the operational conditions of Reloading. Failing agreement between the Parties within a time frame enabling compliance with the Port Call Duration, the Operator may ask the Shipper that the Vessel uses its own resources to perform a Reloading without the gas arm, provided that (i) when the unavailability of the gas arm reduces the Reloading gas flow and (ii) this unavailability does not result from circumstances under Articles 16, 17 and 18, the flow taken into account for calculating the Port Call Duration shall be the average flow observed during the Reloading.

## **11 PRICES**

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### **11.1 Price structure**

The tariff for using the Terminal and subsequent changes to such tariff shall be determined by the CRE, in accordance with Articles L. 452-1 et seq. of the French Energy Code.

Accordingly, the price amounts to the sum of the prices defined at the rate in force and described in Appendix 5 (Price and Value of the Rate Terms), in Articles 2 and 3, minus any reductions, if applicable, from the minimum payment requirements in accordance with Paragraph 11.3 of the General Terms and Conditions.

Any use of the capacity over and above the Contractual Unloaded Quantity (QDC) and the Number of Contractual Unloadings (NDC) defined in the Specific Conditions shall be invoiced at the tariff in force that is applicable to the service attached to the Cargo.

### **11.2 Shipper's minimum payment obligations**

As from the Service Start Date, the Shipper shall be required to pay a minimum amount equal to the tariffs in force that are applied to all of the capacities subscribed to for Unloading and Reloading as stated in Appendix 1.

These minimum amounts are specified in Article 2 of Appendix 5.

The Operator shall invoice, in a given Month, 1/12 of the annual minimum payment obligation corresponding to paragraph 2.1 of Appendix 5, based on the value of the Subscription on the day of notification of the Annual Schedule for year N by the Operator to the Shipper as stated in paragraph 7.1.3 of this Appendix.

Between the day after notification of the Annual Schedule for year N and the last day of year N, for any change to the Subscription concerning an Unloading, Reloading or a Uniform Send-Out Option, the Shipper shall have its minimum payment obligation revised accordingly by application of the tariffs in use at the time of said change to the Subscription, as stated in article 2 of Appendix 5. The Operator shall invoice the changes to the Subscription for the Month when they are scheduled.

### **11.3 Reduction of the Shipper's minimum payment obligations**

Except in the event of failure by the Operator, the Shipper shall waive all other indemnities in respect of the types of damage suffered in the cases mentioned in Paragraph 11.3.1 and 11.3.2 below of the General Terms and

Conditions.

### 11.3.1 Case of Unloading

In the event of application of Article 16 of the General Terms and Conditions, except for the circumstance referred to in f) of Paragraph 16.1, or in the event of application of Articles 17 or 18 of the General Terms and Conditions or in the event of default by the Operator, the quantities that could not be unloaded due to the occurrence of an event or circumstance that falls under said Articles or failure by the Operator shall be deducted from the Contractual Unloaded Quantity and the Number of Contractual Unloadings when calculating the minimum payment obligations under Paragraph 11.2 of the General Terms and Conditions

In the event of a Subscription attached to the Pooling Service and in the event of application of Article 16 of the General Terms and Conditions, except for the circumstance referred to in f) of Paragraph 16.1, or in the event of application of Articles 17 or 18 of the General Terms and Conditions or in the event of default by the Operator, the quantities that could not be unloaded due to the occurrence of an event or circumstance that falls under said Articles or failure by the Operator shall be deducted from the Contractual Unloaded Quantity and the Number of Contractual Unloadings when calculating the minimum payment obligations under Paragraph 11.2 of the General Terms and Conditions

### 11.3.2 Case of Reloading

In the event of application of Article 16 of the General Terms and Conditions, except for the circumstance referred to in f) of Paragraph 16.1, or in the event of application of Articles 17 or 18 of the General Terms and Conditions or in the event of default by the Operator, the quantities that could not be reloaded due to the occurrence of an event or circumstance that falls under said Articles or failure by the Operator shall be deducted from the Contractual Reloaded Quantity and the Number of Contractual Reloadings when calculating the minimum payment obligations under Paragraph 11.2 of the General Terms and Conditions

## 11.4 Demurrage and overrun of Port Call.

### 11.4.1 Overrun of Port Call related to a Specific Service

In the event that overrun of Port Call Duration related to a Specific Service is incumbent upon the Shipper, in accordance with article 10.4 of the General Terms and Conditions, calculation of demurrage shall take place in proportion to the number of Hours' overrun of the Port Call Duration rounded off to the next hour, taking the TNA as a basis.

Every Hour of Port Call overrun shall be invoiced at a price of TNA / 30.

### 11.4.2 Demurrage

In the event of calculation of demurrages, in accordance with article 10.4 of the General Terms and Conditions, this demurrage is calculated as follows, in proportion to the number of Hours rounded off to the next Hour:

- For Vessels for which the Vessel Capacity is less than 90,000 m<sup>3</sup>: €40,000/Day
- For Vessels for which the Vessel Capacity is between 90,000 m<sup>3</sup> and 175,000 m<sup>3</sup>: €65,000/Day
- For Vessels for which the Vessel Capacity exceeds 175,000 m<sup>3</sup>: €80,000/Day

The amounts stated above may be revised by the Parties every five years under reasonable conditions and on the basis of objective data.

## 11.5 Gas Offtake

The Operator shall perform Gas Offtake on all of the Unloaded Quantities. The Quantity taken off shall be equal to the product of TN, the gas in kind rate, multiplied by the Unloaded Quantity. TN is defined in Appendix 5 (Price and Value of the Rate Terms).

Said sampling shall give rise to reciprocal monthly invoicing, for identical amounts, between the Shipper and the Operator.

The amount invoiced on a monthly basis by the Operator shall be based on the Quantities Unloaded over the month in question.

When a Vessel performs an Unloading at the end of Month M and this continues until the start of Month M+1, the Quantity Unloaded over this period will be allocated to Month M+1.

For each month M, the price PPG<sub>M</sub> corresponding to the value of the Gas Offtake shall be equal to the product of the combined total of the Quantities Unloaded over the Month at the Terminal (QD<sub>M</sub>) multiplied by PREF<sub>M</sub> by TN.

$$PPG_M = \sum QD_M * PREF_M * TN$$

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PREF<sub>M</sub> is equal to the EEX Gas Futures Monthly Index for month M, published by EEX for the PEG, expressed in EUR/MWh.

### 11.6 Gas Restitution

At least once a year, a balance statement of the use of Gas Offtake shall be drawn up by the Operator covering period P. Unless otherwise defined by the Operator, period P, for year N, shall run from 1 December of year N-1 to 1 December of year N.

If a surplus is recorded, the Operator shall calculate, based on this surplus, a quantity R<sub>e</sub> to be returned to the Shipper in proportion to the combined total of the Quantities Unloaded by this Shipper in relation to the combined total of the Quantities Unloaded by all of the shippers at the Terminal over period P.

If the Shipper has a contract in force over all or part of period P+1 immediately following P, the Operator shall apply Gas Restitution by increasing the Shipper's Shared Stock Level by the quantity R<sub>e</sub> on the date of the first Unloading following the drawing up of the balance statement or on a date to be agreed between the Parties. If the Shipper does not have a contract in force over all or part of period P+1, the Operator shall notify the Shipper of the returnable quantity R<sub>e</sub>. The Shipper may request, within two months of this notification, either for R<sub>e</sub> to be made available at the PITTM for removal, on a date and according to a schedule agreed with the Operator, or for R<sub>e</sub> to be made available within the Shared Stock of the Terminal or for a Stock Transfer for R<sub>e</sub> to be made to another shipper with a contract in force. In this case, and if this shipper makes a corresponding LNG Stock Transfer request, the Operator shall do its utmost to accept this transaction.

If at the end of the two months following calculation of the Gas Restitution, the Shipper has not notified the Operator of its choice regarding the restitution procedures, the Shipper shall lose all of its rights to use the quantity R<sub>e</sub> which shall then be integrated into the Gas offtake taken into account in the balance statement drawn up for the purposes of Gas Restitution for period P+1.

Over period P, the Operator shall calculate a PMR price equal to the average of the PREF<sub>M</sub> prices for the Months M of the period, as defined in Paragraph 11.5 of the General Terms and Conditions.

Said Gas Restitution shall give rise to reciprocal invoicing, for identical amounts, between the Shipper and the Operator, for the PMR price.

Should it arise that the total quantity of Gas Offtake for all Shippers is unable to cover the Terminal's consumption, the deficit for period P shall be carried over to period P+1.

## 12 INVOICING AND PAYMENT METHODS

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### 12.1 Payment Guarantee

#### 12.1.1 Amount and conditions for the Payment Guarantee

The Shipper shall provide the Operator with a Payment Guarantee that covers the Shipper's minimum payment obligations concerning Unloading in relation to the Operator under the Contract.

The Payment Guarantee shall take the form of:

- a guarantee deposit to the Operator, or
- a first demand guarantee based on the template supplied by the Operator, provided by a banking establishment or credit insurer having its registered office in a country of the European Union and with a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's), or
- a first demand guarantee provided by the Shipper's Parent Company when and for as long as this company has its registered office in an OECD country and has a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's), or
- a first demand guarantee provided by the Shipper's Parent Company when and for as long as this company has a long-term credit rating equal to or above AA- (Standard & Poors) or Aa3 (Moody's), to the extent that the company does not have its registered office in an OECD country.

The first demand guarantee provided by the Shipper's Parent Company is not accepted for the Contract period for which the scheduling of the Vessels is known as the Annual Schedule or, failing that, as the Monthly Schedule.

The amount of the Payment Guarantee shall be the sum of the following amounts:

- (i) for the Contract period for which the scheduling of the Vessels is known as the Annual Schedule or, failing that, as the Monthly Schedule: equal to the amount due for the two months for which the greatest number of Unloadings is expected;
- (ii) for the Contract period for which the scheduling of the Vessels shall be unknown, the maximum of the following two values:

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- one sixth of the Shipper's minimum payment obligations as defined in Paragraph 11.2 of the General Terms and Conditions, calculated over a four (4) year period or multiplied by the number of years still to run from the end of the period mentioned in (i) and until the end of the Contract Expiry Date defined in Appendix 1 and rounded up to the higher whole number, if this period is inferior to 4 years;
- The minimum of the following two values:
  - the Shipper's minimum payment obligations as defined in Paragraph 11.2 of the General Terms and Conditions,
  - the value resulting from application of the tariff in force to the Unloading of two Vessels and to an unloaded quantity of 2,000,000 MWh.

The periods defined above are rolling periods between the Service Start Date of the Contract and the Contract Expiry Date.

This amount is adjusted to take into account any changes in the Subscription. However, the adjustment is made only when the cumulative adjustments to the Guarantee amount exceed, in absolute value, twenty percent (20%) of the amount of the Guarantee in force. The respective shares (i) and (ii) of the invoicing periods shall be adjusted accordingly.

### 12.1.2 Derogations

By way of derogation from the preceding rule, the Shipper does not have to provide the Payment Guarantee corresponding to :

- The amount defined in (i) of Paragraph 12.1.1 of the General Terms and Conditions when, and for as long as, the Shipper benefits from a long-term credit rating that is equal to or higher than A- (Standard & Poors) or A3 (Moody's)
- The amount defined in (ii) of Paragraph 12.1.1 of the General Terms and Conditions when, and for as long as, the Shipper benefits from a long-term credit rating that is equal to or higher than BBB+ (Standard & Poors) or Baa1 (Moody's)

Where any one of the conditions to which the above derogations are subject are not met, the provisions of Paragraph 12.1.1 of the General Terms and Conditions shall once again apply and the Shipper must comply with these provisions under the conditions, concerning time frames, in particular, that are identical to those provided for the implementation of the initial Payment Guarantee.

### 12.1.3 Implementation of the Payment Guarantee

Where the Payment Guarantee is in the form of a guarantee deposit, the corresponding amount shall be invoiced by the Operator to the Shipper at the earliest one month before the date of the first Unloading provided for under the Contract. Payment must be made by the Shipper at the latest on the eighth (8th) banking day following the date of issue of the invoice. The security deposit shall accrue interest each Month at the one-month, inter-bank rate offered in the Eurozone (Euribor 1 month) at the value of the rate on the first day of this Month, throughout the period between the date of payment of the guarantee deposit to the Operator and the date of its return by the Operator. The guarantee deposit shall be returned by the Operator after deduction, where applicable, of the amounts that remain owed by the Shipper to the Operator under the Contract. The interest shall give rise to an invoice discount or a credit note issued by the Operator to the Shipper each month.

In all other cases, an original of the Payment Guarantee shall be provided by the Shipper to the Operator at the latest thirty (30) days after the Contract is signed.

Where all or part of the Guarantee is in the form of a first demand guarantee :

- for Contracts with a duration of more than twelve (12) Months, its period of validity is at least one (1) year, renewable, and, lastly, the end date of validity corresponding to the last period is equal to the last working day of the second (2nd) month following the end of the last Invoicing Period.
- for Contracts whose duration is strictly less than twelve (12) Months, its validity end date is at least equal to the last working day of the second (2nd) month following the Month of the last Unloading.

## 12.2 Negative Stock and Offsetting Guarantee

The amount of the Negative Stock and Offsetting Guarantee shall cover the Overdraft Authorisation and the offsetting obligation of the Shipper that has subscribed to SMART in relation to the Affected Shippers. This guarantee shall be provided by the Shipper that has subscribed to SMART with the Operator under the conditions provided for in Paragraph 3.2 of Appendix 7.

## 12.3 Monthly invoicing

The invoice for any Month M shall be sent by the Operator to the Shipper after the end of said Month. It shall include:

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- the various price terms, in accordance with the structure described in Paragraph 11.1 of the General Terms and Conditions,
- where applicable, the amount related to the LNG Stock Transfer option,
- where applicable, the amount related to the minimum payment obligations determined under Paragraphs 11.2 and 11.3 of the General Terms and Conditions,
- where applicable, the expenses incurred by the Operator to correct the Wobbe Index and/or the GCV for a Cargo for which the characteristics do not comply with the specifications of Paragraph 14.1 of the General Terms and Conditions,
- where applicable, the demurrage to be paid by the Shipper or deducted by the Operator, in accordance with the provisions of Paragraphs 10.3, 10.4 and 11.4 of the General Terms and Conditions,
- where applicable, the interest due pursuant to this paragraph,
- the taxes and withholdings applicable under the conditions referred to in Article 22 of the General Terms and Conditions.

The monthly invoice shall also include the price that corresponds to the valuation of the Gas Offtake in accordance with Paragraph 11.5 of the General Terms and Conditions.

At the same time, the Shipper shall send to the Operator, at the start of the Month following the Month in question, an invoice that corresponds to the Gas Offtake, calculated using the same method and the same amount as that drawn up by the Operator.

The invoice for any Month must be paid at the latest on the 30<sup>th</sup> day of the following Month, or on the twentieth calendar day following its date of issue, if this second date is later. If the date thus determined is not a banking day in the country where the Shipper's banking establishment specified in the Specific Conditions is located, the date on which payment is due shall be deferred to the first subsequent banking day.

No discount shall be granted in the event of early payment.

A payment shall be deemed to have been made when the Operator's bank account has been credited with the full amount invoiced.

In the event of late payment of all or part of an invoice, the sums due shall accrue interest by application of a rate equivalent to three times the legal interest rate in force on the date of issue of the invoice, calculated over the exact number of days between the date on which the payment was due and the actual date of payment. The Shipper shall also be liable to pay a fixed recovery indemnity of forty euros excluding taxes.

The Shipper shall have sixty (60) calendar days as from receipt of the invoice in which to contest the amount thereof. After this deadline, the invoice shall be deemed to have been accepted. If the Shipper contests all or part of the amount of an invoice, it must nevertheless pay the entire amount under the conditions provided for above, unless the Operator has made a clear error.

All readjustments to a contested invoice, unless the Operator has made a clear error, shall accrue interest by application of the one-month, inter-bank rate offered in the Eurozone (Euribor 1-month) for the last Month of the calendar quarter prior to the month in which the invoice was issued, calculated over the exact number of days between the date on which payment was due and the actual date of payment.

## **13 DETERMINATION OF UNLOADED, RELOADED AND SENT OUT QUANTITIES**

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### **13.1 Determination of Unloaded Quantities or Reloaded Quantities**

#### **13.1.1 Cargo inspection operations**

The Operator and the Shipper shall perform two Cargo inspection operations, respectively before and after the Unloading or the Reloading, on board the Vessel in accordance with Appendix 4. These operations shall involve taking gauging, temperature and ceiling pressure measurements in the Vessel's tanks. A quantity certificate included in the Cargo Report as defined in Appendix 4 and containing the results of these measurements shall be drawn up and signed by the Shipper and the Operator at the end of the Unloading or Reloading.

If the fraction of Cargo trapped in the Vessel's manifolds is not the same during the two Cargo surveys or if part of the Cargo is burned in the Vessel's machinery, these quantities are taken into account as defined in Appendix 4.

During Reloading, if the liquid level that is detected in a Vessel's tank during the Cargo inspection procedure is below the minimum measurable by the Vessel's level gauges, the total volume before Reloading the corresponding tank shall be considered as equal to zero.

In the absence of the Shipper, and unless the Shipper provides notification to the contrary, the Captain shall be authorised to represent the Shipper in all of the inspection operations, in particular signing of the quantity certificate.

If the Unloading or Reloading has not started within two (2) hours after the first Cargo inspection, the Operator and the Shipper may carry out a new Cargo inspection before the Unloading or Reloading. In this case, the last

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inspection performed will be binding in terms of determining the Unloaded Quantities or the Reloaded Quantities.

**13.1.2 Measurement of the characteristics of the unloaded LNG or the reloaded LNG and the return gas**

**13.1.2.1 Measurement of the characteristics of the unloaded LNG**

In order to measure the characteristics of the unloaded LNG, samples of LNG shall be taken and vaporised from a tap located between the Unloading arms and the Terminal's storage tanks. The Operator shall use the sampling method described in Appendix 4.

In order to measure the characteristics of the gas sent by the Terminal to the Vessel, "return gas", gas samples are taken via a tapping located on the Terminal gas return line. The Gross Calorific Value (on a mass basis and on a volumetric basis and the Wobbe index are calculated in accordance with Appendix 4 based on measurements referenced to the first section of this paragraph.

The LNG density shall be calculated in accordance with Appendix 4 based on the measurements mentioned in Paragraph 13.1.1 of the General Terms and Conditions.

**13.1.2.2 Measurement of the characteristics of the reloaded LNG**

In order to measure the characteristics of the reloaded LNG, samples of LNG shall be taken and vaporised from a tap located between the Unloading arms and the Terminal's storage tanks. The Operator shall use the sampling method described in Appendix 4.

In order to measure the characteristics of the gas returned by the Vessel to the Terminal, "return gas", gas samples are taken via a tapping located on the Terminal gas return line. The Gross Calorific Value (on a mass basis and on a volumetric basis and the Wobbe index are calculated in accordance with Appendix 4 based on measurements referenced to the first section of this paragraph.

The LNG density shall be calculated in accordance with Appendix 4 based on the measurements mentioned in Paragraph 13.1.1 of the General Terms and Conditions.

**13.1.3 Determination of the Unloaded/Reloaded Quantity, Cargo Report**

Following Unloading/Reloading, a Cargo Report, as defined in Appendix 4, which regroups the results of the measurements and calculations made on board and on the shore, shall be drawn up and signed by the Operator and then sent to the Shipper.

During the Unloading, the quantity transferred is the Unloaded Quantity calculated in accordance with the following formula:

$$E = [(V \times d \times H_m) - Q_r - Q_{mach}] / 3,600$$

During the Reloading, the quantity transferred is the Reloaded Quantity calculated in accordance with the following formula:

$$E = [(V \times d \times H_m) - Q_r + Q_{mach}] / 3,600$$

Where:

- E is the transferred quantity, expressed in MWh,
- V is the volume of transferred LNG, expressed in m<sup>3</sup> (cubic metres), measured and calculated in accordance with Paragraph 13.1.2 of the General Terms and Conditions and Appendix 4,
- d is the density of LNG samples, expressed in kg/m<sup>3</sup> (kilograms per cubic metre of LNG), calculated in accordance with Paragraph 13.1.2 of the General Terms and Conditions,
- H<sub>m</sub> is the mass Gross Calorific Value of the LNG, expressed in MJ/kg, determined from the mean measurement of the LNG composition in accordance with Paragraph 13.1.2 of the General Terms and Conditions and Appendix 4,
- Q<sub>mach</sub> is the quantity of gas used by the Vessel to operate its engines during the Unloading or Reloading,
- Q<sub>r</sub> is the quantity of energy sent back by the Terminal to the Vessel during the Unloading or by the Vessel to the Terminal during the Reloading, expressed in MJ and calculated in accordance with the following formula:

$$Q_r = V \times \{273.15 / (273.15 + T)\} \times \{p / 1013.25\} \times H_v$$

Where: T is the gas phase temperature in the Vessel tanks, expressed in °C (degrees Celsius), measured at the end of Unloading or the beginning of Reloading, then calculated in accordance with Paragraph 13.1.1 of the General Terms and Conditions and Appendix 4,

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- p is the mean pressure in the Vessel's tanks at the end of Unloading or at the beginning of Reloading, expressed in mbar (millibar), measured and calculated in accordance with Paragraph 13.1.1 of the General Terms and Conditions and Appendix 4,
- H<sub>v</sub> is the volumetric Gross Calorific Value of the return gas, expressed in MJ/m<sup>3</sup>, determined from the mean measurement of the return gas composition in accordance with Paragraph 13.1.2 of the General Terms and Conditions and Appendix 4.

**13.2 Determination of the quantities sent out**

Each Day, the quantity sent out on the Transmission System to the PITTM shall be deemed equal to the Daily Send-Out scheduled by the Operator.

**13.3 Rectification, verification and use of the measurements taken on the Terminal**

**13.3.1 Reception Measuring System and rectification of measurements by the Operator**

The Reception Measuring System and the calibration principles for analysers are described in Appendix 4.

If a component of this system shuts down or does not operate properly, or non-compliance of a system component is observed in relation to the regulatory standards in force, the Operator shall perform a rectification over the period, starting on the date of the last verification when the component was considered to have been observed to be compliant, and finishing on the date when said component was brought back into compliance. The Operator shall inform the Shipper of the rectification performed. Subject to compliance with the Operator's confidentiality obligations, the Operator shall provide the Shipper, at the Shipper's request, with supporting documents for this rectification.

**13.3.2 Verification and correction of measurements at the request of the Shipper**

The Shipper may assist with the measurements taken on the Terminal, and may be assisted by its LNG Seller. However, in the absence of the Shipper, the measurements shall not be delayed or cancelled.

The Shipper may at any time request the verification of any component or set of components of the Measuring System, either by the Operator, or by an expert appointed by mutual agreement.

If the verification shows that the accuracy of the component or the set of components verified leads to an uncertainty regarding the calculation of the Unloaded Quantity that is less than or equal to 1%, and subject to the accuracy of the Vessel's measuring systems being compliant with Appendix 4, the measurements shall not be corrected and the verification expenses shall be paid by the Shipper.

If the verification reveals an uncertainty regarding the calculation of the Unloaded Quantity that is strictly higher than 1%, and if there is no agreement otherwise between the Operator and the Shipper, the Unloaded Quantities shall be corrected over the second half of the period that separates the Day of verification from the Day of the last calibration performed by the Operator.

**13.3.3 Use of the measurements by the Operator**

The Operator may, in compliance with its confidentiality obligations, make free use of the measurements taken within the framework of the Contract. It shall provide the Shipper with these measurements at the Shipper's request when such measurements have a direct bearing on the determination of the Unloaded Quantities or Reloaded Quantities.

**14 GAS QUALITY**

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**14.1 Unloaded LNG specifications at the Delivery Point**

The LNG unloaded at the Delivery Point must comply with the following specifications:

Characteristic	Specifications
Gross Calorific Value (combustion conditions 25°C and 1.01325 bar)	Between 10.67 and 12.72 kWh/m <sup>3</sup> (Combustion 0 °C: 10.70 to 12.75 kWh/m <sup>3</sup> (n))
Wobbe Index (combustion conditions 25°C)	Between 13.60 and 15.61 kWh/m <sup>3</sup>

Characteristic	Specifications
and 1.01325 bar)	(Combustion 0 °C: 13.64 to 15.65 kWh/m <sup>3</sup> (n))
Mercaptan sulphur content	Less than 6 mg of S/m <sup>3</sup> (n).
COS+H <sub>2</sub> S sulphur content	Less than 5 mg of S/m <sup>3</sup> (n).
Total sulphur content	Less than 21 mg of S/m <sup>3</sup> (n).
Hg	Less than 50 mg/m <sup>3</sup> (n).
O <sub>2</sub>	Less than 100 ppmv.
Other impurities	Components that enable the Gas to be received without undergoing any additional treatment at the Terminal entrance.

The above specifications concerning the Gross Calorific Value, the Wobbe Index and the Oxygen content guarantee compliance with the current input specifications for the Transmission System. The specifications for the other components have been based on Easee Gas recommendations CBP2005-001/02.

#### **14.2 Loading Certificate and measuring methods**

Seven (7) Days at the latest before the start of the Window of Arrival or at the latest the Day after the Loading, if the Vessel loads less than seven (7) Days before the start of the Window of Arrival, the Shipper shall send the Operator a full Loading Certificate in accordance with Appendix 4, indicating the characteristics of the LNG measured on Loading, on the one hand, expected on Unloading, on the other hand. This certificate shall be sent by email or any other means to the Operator at the address shown in the Specific Conditions.

The Shipper shall ensure that the methods used during the Loading to determine the characteristics of the LNG comply with internationally recognised standards. The Operator may ask the Shipper for all of the information defined in Appendix 4 concerning these methods and the Shipper shall be obliged to send it as soon as possible. The Operator may also request verification of these methods by an independent audit company. If this verification highlights a non-compliance, the Shipper shall pay for the verification costs and take the necessary steps to correct the non-compliance(s).

#### **14.3 Consequence of non-compliance with the specifications**

If the Loading Certificate contains a value that does not comply with the specifications referred to in Paragraph 14.1 of the General Terms and Conditions, the Operator may refuse the corresponding Cargo, or make acceptance of such Cargo dependent on:

- payment by the Shipper of an additional indemnity that is intended to cover the costs of bringing the Cargo into compliance, and/or
- modification of the Window of Arrival scheduled for the Cargo.

Nevertheless, the Operator shall make reasonable efforts to accept said Cargo.

If the Operator refuses the Cargo, the Operator shall inform the Shipper thereof within a period that cannot exceed 18 (eighteen) Hours as from receipt of the Loading Certificate.

If the Operator unloads Cargo that does not comply with the specifications referred to in Paragraph 14.1 of the General Terms and Conditions after having expressly accepted such Cargo as such, the Operator shall waive claiming from the Shipper any indemnification whatsoever in respect of this non-compliance, to the exclusion of the above-mentioned additional indemnity, subject to the characteristics of the unloaded LNG being compliant with the forecast accepted by the Operator under the conditions referred to in the first subparagraph of this paragraph.

In the event of Unloading of Cargo that does not comply with the forecast accepted by the Operator, or that does not comply with the specifications referred to in Paragraph 14.1 of the General Terms and Conditions and that has not first and expressly been accepted as such by the Operator, the Shipper shall reimburse the Operator for the expenses and financial consequences that result from this non-compliance, in particular the penalties, damages and indemnities of any kind that the Operator is required to pay to third parties, any expenses paid by the Operator, where applicable, to bring the gas into compliance with the said specifications, as well as the damage caused to its own facilities.

The Operator may suspend any Unloading of Cargo that does not comply with the specifications referred to in paragraph 14.1 of the General Terms and Conditions and that is not expressly accepted as such, or that does not comply with the forecast that the Operator accepted in accordance with the previous subparagraph, without the Operator's liability being incurred with regard to the Shipper as a result and without prejudice to any damages owed to the Operator by the Shipper as a result of this Cargo.



## 15 TITLE, CUSTODY, RISK OF LOSS AND COMMINGLING

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### 15.1 Rights concerning the gas and administrative authorisations

The Shipper shall certify that it holds the rights for the LNG and/or for the Natural Gas that enable it to carry out an Unloading at the Terminal. It shall guarantee the Operator against the financial consequences of any recourse by third parties or the payment of indemnities to a third party that asserts rights concerning the LNG and/or Natural Gas.

The Shipper shall certify that it holds the permits and administrative authorisations required to have Unloadings carried out at the Terminal and shall undertake to compensate the Operator for consequences that are attributable to the non-possession of said permits and authorisations.

### 15.2 Title to LNG

Title to LNG in the Terminal and resultant regasified LNG shall always remain with the Shipper.

The Shipper warrants to the Operator (for the benefit of the Operator and other Shippers from time to time) that it has full title of ownership to all LNG it has unloaded at the Delivery Point before commingling of that LNG with LNG owned by others takes place, in each case, free from any lien, charge or other encumbrance.

### 15.3 Custody and risk of loss of LNG

Custody and all risks with respect to, including risk of loss, to all LNG and resultant regasified LNG will pass from the Shipper to the Operator at the Delivery Point and will pass from the Operator to the Shipper at the relevant Redelivery Point. For the avoidance of doubt:

- o Operator shall not be liable for any loss or damage arising from any act, event or omission occurring before receipt of Shipper's LNG by the Operator at the Delivery Point except to the extent caused by a duly justified breach by the Operator.
- o Shipper shall not be liable for any loss or damage arising from any act, event or omission occurring between the Delivery Point and the Redelivery Point by the Operator except to the extent caused by a duly justified breach by the Shipper.

### 15.4 LNG value in case of loss of LNG

Where the Operator is liable for the loss of LNG or resultant regasified LNG, the amount of the loss shall be determined by application of the PREF, as defined in paragraph 11.5 for the Month of the loss.

### 15.5 Commingling of LNG in the Terminal

The Shipper acknowledges that that Shipper's LNG and resultant regasified LNG are commingled in the Terminal with LNG and resultant regasified LNG of other Shippers and/or Terminal Users as well as the operation quantity of LNG and the resultant regasified LNG of the Operator.

## 16 FORCE MAJEURE AND SUSPENSION OF CONTRACTUAL OBLIGATIONS

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### 16.1 Force Majeure Events

The following events and circumstances constitute Force Majeure Events under the Contract (hereinafter "Force Majeure Event(s)"):

- o any event beyond the control of one of the Parties, which could not be reasonably foreseen on conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, and which prevents said Party from carrying out its obligation;
- o any circumstance referred to below, without there being any need for all of the criteria set forth in the preceding subparagraph to be met, insofar as its occurrence affects the Party that invokes the circumstance and prevents it from fulfilling all or part of its obligations under the Contract:
  - a) strike,
  - b) machinery breakdown or failure or an operational or equipment accident, which does not result from a lack of maintenance, abnormal use of the installations or a fault by the Party that invokes it,
  - c) unfavourable climate or nautical conditions,
  - d) the action of a third party, the occurrence of which could not be reasonably foreseen by the Party that invokes it, acting as a Prudent and Reasonable Operator.
  - e) loss of the construction permit for the Terminal, or operating authorisation, despite the reasonable efforts of the Party that invokes it, acting as a Prudent and Reasonable Operator,

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- f) an event or circumstance that affects the transmission capacity of the Transmission System and prevents the Transmission System Operator from collecting the Natural Gas quantities output from the Terminal.

The Shipper may not invoke a circumstance that affects its LNG supplies or any other event that affects the transportation of the Cargo up to the "Pilot Boarding Station" (PBS) under this article. Moreover, it shall neither be released from its obligations nor exempted from its liability due to the consequences of actions or omissions by the Captain or Owner of the Vessel or any of its subcontractors.

### 16.2 Consequences of a Force Majeure Event

Within the limits of the effects of the Force Majeure Event, both Parties shall be released from their obligations under the Contract, including for the Shipper the obligation to pay the Price, excluding the cases of exclusion provided for in Paragraphs 11.3.1 and 11.3.2 of the General Terms and Conditions (occurrence of the circumstance referred to in f) of Paragraph 16.1).

In a Force Majeure Event, both Parties shall be released from their obligations under the Contract (including for the Shipper its obligation to pay the Price), within the limit of the effects of the Force Majeure Event.

### 16.3 Obligations of the Party invoking a Force Majeure Event

The Party that invokes a Force Majeure Event must inform the other Party thereof as soon as possible by telephone, fax or any other means agreed between the Parties, and shall provide confirmation thereof by sending a Notice of Force Majeure by letter.

The notice of Force Majeure must specify:

- o the description of the event or circumstance invoked,
- o the date of the Day when the event or circumstance invoked occurred,
- o for the Operator, the foreseeable consequences for its contractual obligations (Reception, Send-Out),
- o for the Shipper, the Daily Send-Out that it will have been prevented from collecting due to the Force Majeure Event.

Acting as a Prudent and Reasonable Operator, the Party concerned shall take all measures to minimise the effects of the Force Majeure Event and shall endeavour to ensure normal resumption of fulfilment of the Contract as soon as possible. During the period in which its obligations are interrupted, it shall inform the other Party of the effects of the situation or circumstance in question on the fulfilment of its contractual obligations, the date when these effects cease, the measures that it is taking and plans to take in order to minimise them, the progress of the implementation of these measures and the time estimated for resumption of normal fulfilment of the Contract.

In compliance with its legal and regulatory obligations at the time of occurrence of the situation or circumstance referred to, the Operator shall pass on the effects to all users of the Terminal in a non-discriminatory manner. The reasonable means that the Operator shall be required to implement under this article only include those at its disposal in its capacity as Operator, with the exception of recourse to gas storage or purchasing services.

## 17 MAINTENANCE OF THE TERMINAL AND OTHER WORK

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### 17.1 Scheduled work

Before 1 October of year N-1, the Operator shall send the Shipper the Program of Work for the following calendar year N. The Operator, acting as a Prudent and Reasonable Operator, shall make reasonable efforts to keep the total unavailability of the Send-Out function below or equal to a total of four (4) Days per year.

The Program of Work shall contain the following information:

- o Brief description of the work,
- o Duration of the work,
- o Reductions or suspensions of service that result from the performance of this maintenance.

The Operator shall prepare its Program of Work while making every effort to take into account the following constraints:

- o The work shall be carried out, as a priority, between 1 April and 31 October,
- o The schedule shall be optimised as much as possible so as to minimise the impact on the service provided,
- o Where possible, the implementation of the work shall be coordinated with the schedule for work carried out by third parties (Transmission System Operator, electrical supply networks operator for the Terminal, Port Authorities, etc.) and that have an impact on the availability of the Terminal.

Acting as a Prudent and Reasonable Operator, the Operator may modify the Program of Work to best take into account preventive maintenance requirements while limiting the impact on the Send-Out Schedule. This modification cannot call into question the Windows of Arrival already scheduled. Where possible, the Operator shall

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inform the Shipper thereof, giving two (2) months' notice.

Before 1 October of the year N-1, the Operator shall send to the Shipper, for information purposes only, the provisional Program of Work that may affect the performance of the Contract for the calendar year N+1.

In the event that extension, major maintenance, renewal or regulatory compliance work may lead to periods of total unavailability exceeding 8 days in two consecutive years, the Operator shall inform the Shipper at least two (2) years before the forecast start date thereof. At the latest 12 months before this date, the Operator shall notify the Shipper of the extent to which and for how long the performance of the Contract shall be affected.

### **17.2 Unscheduled work**

The Operator may at any time decide to carry out work that was not foreseeable when the Programme of Work was drawn up and that is necessary in order to rapidly correct incidents or accidents suffered by the Terminal (or to prevent such incidents or accidents) or that are imposed by the regulations in force or by the competent authorities. The Program of Work will be adjusted accordingly.

The Operator shall endeavour to carry out the work that is not scheduled on the initial Program of Work under conditions that minimise the consequences thereof for the Shippers. In particular, the Operator shall make every effort to avoid carrying out unscheduled work without informing the Shipper thereof twenty-four (24) hours in advance. In compliance with its legal and regulatory obligations at the time of such operations, the Operator shall pass on the consequences thereof to all of the Terminal's shippers in a non-discriminatory manner.

The Operator shall inform the Shipper as soon as possible of the start date, duration and foreseeable consequences of the unscheduled work. It shall also list the reasons for this action.

If the Operator's obligations related to the reception of LNG made available to it by the Shipper are reduced or suspended under this article, the Operator shall make reasonable efforts, at the request and expense of the Shipper, to receive quantities of LNG that have an Energy Content that is equivalent to those quantities that it cannot or could not receive as a result thereof, during the following year.

## **18 SAFETY AND OPERATIONAL INSTRUCTIONS**

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Notwithstanding any stipulation to the contrary, the Operator, acting as a Prudent and Reasonable Operator, may at any time take any action that aims to protect the safety of property and people or the integrity of the Terminal or of the Transmission System or to guarantee the fulfilment of its legal or regulatory obligations, including any action the result of which is an adjustment to or an interruption of the service provided to the Shipper pursuant to the Contract, subject to the non-discriminatory treatment of shippers in compliance with the legal and regulatory provisions in force. The Operator can, in particular, inform the Shipper, using any means, of Operational Instructions that the Shipper shall undertake to comply with and, where applicable, to ensure compliance by the Owner and Captain of the Vessel.

Under such circumstances, the Shipper cannot claim any indemnification from the Operator or its insurers for the consequences of a reduction in or interruption of the Unloading or Reloading or Send-Out from the Terminal. Moreover, it shall guarantee the Operator against any recourse by third parties or the payment of indemnities to a third party with which the Shipper is contractually linked.

## **19 MANAGEMENT OF SEND-OUT SHUTDOWN PERIODS DUE TO SHORTAGE OF LNG**

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Under some operational conditions, LNG terminals are likely to consume additional gas in kind. Indeed, below a minimum send-out rate, and in the absence of boil-off gas compressors, terminal operators have to flare some of the evaporations of LNG stored in the tanks if they are unable to reintroduce it in the gas send-out towards the Transmission System.

In this case, the additional quantities of flared gas are allocated to all Terminal users, in proportion to the difference, for each of them, between a threshold of 50% of the quantities scheduled for unloading during the annual schedule provided in December and the net quantities effectively unloaded, i.e. by deducting the quantities reloaded, over a period of two (2) Months ending in the Month of return of the Send-Outs to the Transmission System.

In the event of a long-term lack of LNG unloading operations that may affect the conditions for keeping a terminal cold, the operator informs CRE as soon as possible and proposes the measures planned after consulting the users.

## 20 LIABILITY AND INSURANCE

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### 20.1 Liability with regard to third parties

The Operator and the Shipper shall each bear the financial consequences of their civil liability under common law, due to any damage caused to a third party within the context of fulfilment of their respective obligations under the Contract. In particular, the Shipper shall be liable for damage that results from non-compliance with contractual or regulatory rules and procedures by the Ship Owner, the Captain, the Authorities and Port Services, or any of its agents and subcontractors.

The Shipper shall be liable, in accordance with Paragraph 14.3 of the General Terms and Conditions, for the financial consequences of its civil liability due to any damage caused to a third party following the Unloading of Cargo that does not comply with the specifications defined in Paragraph 14.1 of the General Terms and Conditions and that was not expressly accepted as such by the Operator. As a result, the Shipper shall guarantee the Operator against any recourse from third parties or the payment of indemnities to third parties as a result of such damage.

By way of exception to the principle set forth in the previous paragraph and in accordance with Paragraph 14.3 of the General Terms and Conditions, the Operator shall remain liable for the financial consequences of its civil liability in respect of any damage caused to a third party following the Unloading of Cargo that does not comply with the specifications defined in Paragraph 14.1 of the General Terms and Conditions, but that was expressly accepted as such by the Operator. As a result, the Operator shall guarantee the Shipper against any recourse from third parties or the payment of indemnities to third parties as a result of such damage.

### 20.2 Liability between the Parties

#### 20.2.1 Bodily injury

The Operator and the Shipper shall each be responsible for the consequences of any physical injuries that may be suffered, within the context of fulfilment of their respective obligations under the Contract, by the staff that they directly or indirectly employ, regardless of the perpetrator of the action that caused said injuries.

As a result, the Operator and the Shipper shall vouch for compliance with this undertaking by their respective subcontractors, suppliers and insurers, and shall waive the right to any recourse against one another in respect of such injuries, formally subject to the rights of the persons concerned and their beneficiaries under French Social Security law.

#### 20.2.2 Material damage

The Operator shall bear the cost of any property damage in the performance of its obligations under the Contract up to a limit of one hundred and fifty million (150,000,000) Euros per event. As a result, the Shipper shall waive the right to any recourse against the Operator above this threshold and, notwithstanding the stipulations of article 14.3, shall guarantee the Operator against any recourse from third parties to the Contract and particularly, where applicable, the owner and/or operator of the Vessel (Ship Owner, Charterer, etc.), regarding said damage.

The Shipper shall bear the cost of the property damage caused to the Terminal in the performance of its obligations under the Contract, irrespective of who committed the action that led to such property damage and particularly the Ship Owner, Charterer, Captain, Port Authorities and Services, within the limit of one hundred and fifty million (150,000,000) Euros per event. As a result, the Operator shall waive any recourse against the Shipper beyond this ceiling for such damage.

As an exception to the principle set forth in the previous paragraph and in accordance with Paragraph 14.3 of the General Terms and Conditions, the Operator shall be responsible for the material damage caused to the facilities for which it is the owner or responsible for where such damage is caused by the Unloading of Cargo that does not comply with the specifications defined in Paragraph 14.1 of the General Terms and Conditions but that the Operator expressly accepted as such. As a result, the Operator shall waive the right to any recourse against the Shipper in respect of such damage.

#### 20.2.3 Consequential damage

The Operator and the Shipper shall each be responsible for the consequences of any consequential damage that they may suffer, within the context of fulfilment of their respective obligations under the Contract, regardless of the perpetrator of the action that caused said consequential damage. As a result, the Operator, the Shipper and their respective insurers shall reciprocally waive the right to any recourse in respect of said consequential damage.

As an exception to the principle set forth in the previous paragraph, in the event of consequential losses occurring as a result of a proven failure by the Operator to meet its contractual obligations, the Operator's liability may be incurred with regard to the Shipper on the basis of the payment by the Shipper of indemnities to third parties (in particular in the event of sale/resale to the Transmission System Operators in the event of imbalance in the TRS Balancing Zone or costs invoiced by another terminal to receive Cargoes refused by the Terminal).

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In the same way, if consequential damage occurs as a result of a proven shortcoming by the Shipper with regard to its contractual obligations, the liability of the Shipper may be incurred on the basis of the payment of indemnities to these third parties by the Operator.

### 20.2.4 Limits

The liability of the Operator and the Shipper in virtue of Paragraph 20.2.3 shall however be limited to:

- per event, one sixth of the corresponding amount of the Shipper's minimum payment obligations referred to in Paragraph 11.2 of the General Terms and Conditions, but cannot exceed two million (2,000,000) euros;
- per calendar year, two times the amount defined above.

As a result, the Shipper and the Operator shall waive the right to any recourse against one another in respect of such damage above these limits.

### 20.3 Insurance

Each Party must take out the insurance policies that are necessary to cover the risks borne by it under the Contract. It shall pay for any premiums and deductibles under these policies. It shall undertake to obtain from its insurers, within this scope, the renunciation of their subrogation rights, within the limit of the waivers to recourse referred to in Article 20 of the General Terms and Conditions.

At the Operator's request, the Shipper shall provide an insurance certificate issued by its insurer or its insurance broker.

## 21 CONTRACT REVISION

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### 21.1 Revision related to legal or regulatory provisions

If new legal or regulatory provisions, or provisions that are issued by the competent authorities, and that may apply directly or indirectly to the Contract or the Terminal, enter into force throughout the duration of the Contract, the Operator shall notify the Shippers as soon as possible of the amendments it proposes to make to the contractual conditions in existence at the time, specifying if necessary the possible financial impacts for the Shippers. The Operator shall endeavour to take into account, in compliance with the principle of non-discrimination, the observations that the Shippers shall provide to it. The new conditions shall take effect on the date of entry into force provided for by the aforementioned legal or regulatory provisions and shall automatically complete or substitute the existing contractual conditions, without any compensation of any kind.

### 21.2 Other revision situations

In all other cases, the amendment proposal, whether issued by one or several Shippers or the Operator, shall be notified as soon as possible by the Operator all of the Shippers. The notification shall indicate the event that led to the amendment, justification and nature of the measures proposed, and any impact on the Shippers under the Contract.

The Shippers shall have thirty (30) calendar days following receipt of the notification to make known its opposition to the proposed amendment. Said opposition must be duly substantiated and be based on reasonable grounds.

If, at the end of the above time limit, no Shipper has expressed its opposition in writing, the proposed amendment shall be considered to have been accepted by the Shippers and the Contract shall be amended accordingly by change notice.

If, prior to the expiry of the above time limit, one or several Shippers oppose the proposed amendment, the Parties shall meet in order to negotiate in good faith so as to decide on the appropriateness and content of the contractual amendment.

In the absence of an agreement between the Shippers and the Operator within three (3) months of the aforementioned notification of the opposition, the contracts shall be continued under the conditions in force at the time.

As an exception to the foregoing, the Operator may impose a review of the Contract, without the Shipper being able to oppose this, when it concerns:

- (i) the forms in Appendices 3 and 4,
- (ii) the improvement of Terminal safety.

Any review decided upon under this article shall take effect on the date of effect indicated in the change notice.

Notwithstanding the above, any amendment referred to in this article of the General Terms and Conditions below

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may not concern the amendment of Appendix 1 - Specific Conditions of the Contract, which constitutes the specific conditions negotiated by the Shipper with the Operator and which may only be amended with the express agreement of the Parties.

### **22 TAXES AND DUTIES**

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Each Party shall pay the taxes and duties to which it is liable pursuant to the regulations in force at any time. The price stipulated in the Contract and owed by the Shipper is exclusive of all taxes or withholdings of the same nature that result from this regulation.

### **23 IMPORTS, EXPORTS AND ADMINISTRATIVE FORMALITIES**

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The Shipper shall be responsible for the administrative and customs formalities required for the import of the unloaded LNG and for the export of reloaded LNG within the framework of the Contract.

### **24 INFORMATION**

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The Parties shall keep each other informed, at all times and as soon as possible, in a timely and detailed manner, of any event or circumstance or information that may have a significant impact on the performance of the Contract.

In the event of a major incident that endangers a Vessel or its Cargo (running aground, etc.) and that occurs before the Arrival of the Vessel at the Terminal, the Shipper shall inform the Operator of the progress of the situation by telephone or email, Hour by Hour and in a detailed manner, as soon as it becomes aware of the said incident.

### **25 CONFIDENTIALITY**

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Unless expressly mentioned otherwise in the Contract or by legal or regulatory provisions, each Party shall undertake to maintain the confidentiality in relation to third parties of all of the information provided by the other Party within the context of preparation or fulfilment of the Contract.

The Parties shall not be liable for the disclosure of information if such information:

- is in the public domain, or
- is regularly obtained by sources that are not subject to a confidentiality obligation by the Party that disclosed the information, or
- must be communicated to a third party because required by law, a court decision or a decision by a competent public authority, or
- must be communicated to the respective advisors or statutory auditors of the Parties.

This confidentiality obligation shall bind the Parties during the duration of the Contract and shall remain in effect for a period of five years as from the date of termination or expiration of the aforementioned Contract.

The Operator shall further undertake to keep confidential any commercially sensitive information provided by the Shipper within this framework in compliance with the legal and regulatory provisions in force.

### **26 TERMINATION OF CONTRACTS**

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This provision shall apply in the event of arrival of the Contract Expiry Date or in the event of application of article 27 of the General Terms and Conditions.

If the Shipper's Shared Stock Level is positive at the end of the Contract, the Operator shall deliver on behalf of the Shipper the volume of LNG that remains, over a period that cannot exceed thirty (30) Days. If Send-Out into the system is impossible, the Operator shall hold an auction with the other Shippers. The revenues from the sale shall be paid to the Shipper in full.

If the Shipper's Shared Stock Level is negative at the end of the Contract, the Operator shall then use the Negative Stock and Offsetting Guarantee in accordance with the terms and conditions described in Appendix 7 in order to reimburse the Affected Shippers.

### **27 TERMINATION**

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#### **27.1 Termination for breach**

In the event of a serious breach or repeated breaches by one of the Parties of its obligations under the Contract,

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and without prejudice to the application of the penalties provided for under the Contract for said breaches, the other Party may terminate the Contract unilaterally with a date of effect two (2) calendar months as from the last day of the month of notification of the termination.

The following shall, in particular, constitute a serious breach by the Shipper:

- o the loss, withdrawal or suspension, for any reason whatsoever, of the Shipper's authorisation to supply,
- o a breach of the Shipper's obligations concerning the Payment Guarantee and the Negative Stock and Offsetting Guarantee,
- o payment default of an amount that corresponds to two (2/12) twelfths of the minimum payment obligation for a period of thirty (30) days, with the Operator being entitled to suspend the Regasification service during the period of non-payment,
- o termination of the Transmission Contract.

The following shall, in particular, constitute a serious breach by the Operator:

- o interruptions of service due to negligence or wrongful behaviour by the Operator for quantities unloaded and/or delivered that are 30% higher on average than the contractual quantities over a period of 9 months.

The termination of the Contract by the Operator due to a fault of the Shipper shall render all monies owed by the Shipper under the Contract immediately payable.

Except in the event of a serious breach by the Operator, the termination of the Contract shall, for the Shipper, result in the payment of an indemnity to the Operator that corresponds to the minimum payment obligation, as described in Paragraph 11.2 of the General Terms and Conditions for the remaining contractual period. The Shipper shall undertake to pay, at the latest 10 (ten) days after sending of the corresponding invoice by the Operator the sums that the Operator will have determined and that correspond to the aforementioned indemnity.

If, between the date of effect of the termination and the stipulated end date of the Contract, the Operator succeeds in selling all or part of the Capacities subscribed by the Shipper, the Operator shall reimburse the Shipper for eighty per cent (80%) of the indemnity that corresponds to the capacities sold or the corresponding revenue from the selling of the capacities. The amounts that correspond to the capacities that could not be sold, as well as all interest accrued, shall remain the property of the Operator.

### 27.2 Termination for Force Majeure

If the occurrence of a Force Majeure Event prevents a Party from fulfilling an obligation for a period exceeding thirty (30) consecutive days, the Parties shall meet in order to examine the adjustments to be made to their respective contractual obligations, in order to take this new situation into account. If the Force Majeure Event continues and no agreement is reached between the Parties, any one of the Parties may terminate the Contract but must give notice of ninety (90) days from the end of a period deemed to be a Force Majeure Event of twelve (12) consecutive Months or fourteen (14) non-consecutive Months.

## 28 ASSIGNMENT

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The Shipper may assign, without the Operator's prior agreement and within the limits and conditions specified below, all or part of its associated rights and obligations under the Contract, to a company in which it holds a direct 99% stake and that presents the same level of guarantee as the assignor when the Contract was signed.

The Shipper may assign, with the Operator's prior written agreement and within the limits and conditions specified below, all or part of its rights and obligations under the Contract to a third party. A refusal decision must be justified by serious reasons (e.g. security imperatives, technical capacities). The Operator's response must be sent within ten (10) days of the request being sent by the Shipper.

The notification by the Shipper to the Operator of the assignment declaration or request shall mention the identity of the assignee, the capacities to be assigned and the duration of the assignment. The assignor shall also notify the Operator of its acceptance of the assignment request made by the Shipper, confirming the capacity and duration of the assignment.

The Operator shall process the assignment requests on a first-come, first-served basis.

The assignment shall enter into effect, subject to it being accepted by the Operator, on the date of signature of the contract between the Operator and the assignee.

In all cases, the assignment shall be contingent on compliance by the assignee with all of the Contract performance conditions (in particular the conditions related to the guarantee).

On the date of effect of the assignment, the assignee shall replace the assignor for the entirety of the assignor's rights and obligations that form the purpose of the assignment, for the duration of the assignment within the framework of the Contract.

## 29 SUB-LEASING

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The Shipper may also sub-lease its capacity. In this case, it shall not be released from its obligations under the Contract.

## 30 UNUSED CAPACITIES: "USE IT OR LOSE IT" CLAUSE

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The Shipper may ask the Operator to sell capacities that the Shipper does not plan to use to a third party or another Shipper.

The Shipper should inform the Operator, at the latest on the twentieth (20<sup>th</sup>) day of Month M-1, of its Request for a Monthly Unloading Schedule for month M as well as its guideline Unloading schedule for Months M+1 and M+2.

The Operator shall publish, on the twenty-fifth (25<sup>th</sup>) day of Month M-1 for month M, the available capacity, taking into account the subscribed capacity that is not subject to a scheduling request. For information purposes, it shall also publish this data for Months M+1 and M+2. It shall update this information daily.

The Shipper shall have the option of explicitly renouncing its capacity to access the Terminal for Months M+1 and M+2. The possible subscription of these capacities by another shipper shall be carried out in accordance with Article 29 of the General Terms and Conditions.

The available access capacities shall be sold by the Operator to the Shippers or third parties that have requested them, for the period in question, on a "first-come, first-served" basis, at the access tariff and under the conditions in force at the time.

If the Monthly Schedule for Month M does not show any available Window of Arrival, any Unloading cancellations, except in cases of Force Majeure as provided for in Article 17, shall be recorded by the Operator and reported to the French Energy Regulation Commission (CRE). When all of the Terminal's capacities have been subscribed, the CRE may demand the restitution of the capacities subscribed by the Shipper in question in order to free up capacities at the Terminal, after analysis on a case-by-case basis.

Should access to the Terminal's regasification capacities be congested, and at the request of the CRE, the Operator will provide it with all of the information on the reservation requests over the period affected by this congestion.

## 31 MISCELLANEOUS

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### 31.1 Divisibility

If any one of the provisions of the Contract were to be declared null and void or found to be inapplicable in whole or in part, or not compliant with decisions or injunctions issued by the competent authorities, the validity of the remaining provisions of the Contract shall not be affected thereby. In this case, the Parties must, if possible, replace said provision by a valid provision that corresponds to the purpose, spirit and economic equilibrium of the Contract.

### 31.2 Tolerance

The fact that a Party tolerates any shortcoming by the other Party in the fulfilment of its obligations under the Contract must under no circumstances be construed as being a tacit waiver of the benefit of these obligations.

## 32 PROTECTION OF PERSONAL DATA

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Terms other than those defined in this Article shall have the meaning assigned to them in the Personal Data Protection Laws ("Personal Data Protection Laws" refers from 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the "Regulation 2016/679"), as well as any laws or regulations relating to the protection of Personal Data applicable to the data processing made pursuant to this Contract.

The Parties shall enable each other, in relation with this Contract, to process data, files, and so on of any nature and in any form, constituting Personal Data.

The Parties undertake to act in accordance with the Personal Data Protection Laws.

In the event that one of the Party is required to process data on the other's party behalf, it undertakes in particular to comply with all the obligations stipulated in article 28 of Regulation 2016/679 and to ensure that authorized persons only have access to the Personal Data they need for their duties, and undertakes to respect the confidentiality of the Contract.

In terms of security, the Parties undertake to set up and maintain, throughout the term of the Contract, all relevant



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technical and organizational measures, in particular all security measures that are appropriate given the nature of the Personal Data processed and the risks inherent in any Processing that is carried out.

The Parties undertake to refrain from subcontracting the Personal Data without express consent from the other Party.

The Parties undertake (while refraining from responding directly to the Data Subjects) to promptly notify the Other Party of any request from a Data Subject in respect of his/her rights concerning his/her Personal Data and to supply the Other Party with any assistance it may require to more easily respond to such requests.

In the event of a Personal Data transfer to third countries not ensuring an adequate level of protection within the meaning of the Directive and Regulation 2016/679, express prior consent shall be obtained from the Party concerned by the transfer before this effective Personal Data transfer.

For all Personal Data transfers to a third country authorized by a Party (entities associated with the Parties or Sub-Processors), this Party hereby authorizes the other Party to establish the guarantees required by the applicable Personal Data Protection Laws.

In the event of a Personal Data breach, the Parties shall notify it each other within 48 (forty-eight) hours of learning thereof.

The Parties also undertake to submit an analysis of the impact of the breach to the Party concerned by the Personal Data breach within forty-eight (48) hours of the aforementioned notification.

The Parties undertake to cooperate each other to enable the Party concerned by the Personal Data breach to report it to any competent Supervisory Authority, in accordance with the Personal Data Protection Laws.

The Parties reserves the right to carry out, at its sole discretion and under the conditions laid down in the security annex, any checks it may deem necessary to ensure that the other Party and its Sub-Processors are complying with their obligations in respect of Personal Data, as defined in this Contract.

Upon the expiry of this Contract, or if it is terminated early for any reason, the Parties shall return each other all of the Personal Data they may have processed in any way, doing so within a reasonable timeframe, which may not exceed one month.

### **33 DISPUTES AND APPLICABLE LAW**

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The Parties shall endeavour to amicably resolve any dispute relating to the preparation, performance or interpretation of the Contract. If an amicable agreement cannot be reached, such a dispute shall be brought before the Paris Commercial Court and/or Committee for settlement of disputes and sanctions (CoRDIS) of the Energy Regulation Commission(CRE) within the framework of the missions that have been assigned by law.

The Contract is subject to French law, as regards both procedural and substantive matters.