

LNG TRUCK LOADING

FRAMEWORK CONTRACT

[REFERENCE]

DISCLAIMER

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Between:

[Name of company], [status] with share capital of [xxxx] euros, having its registered office at [address] and listed under number [xxxx] in the Trade and Companies Register of [city], represented by [Name – Job title],

Hereafter the "**Client**",

And

Elengy Hub & Expertise, a joint-stock company with share capital of €180,000, having its registered office at 11, avenue Michel Ricard, 92270 Bois-Colombes, France, listed in the Trade and Companies Register of Nanterre under number 451 438 782, represented by [Name – Job title]

Hereafter the "**Operator**",

Hereafter referred to individually as the "Party" or jointly as the "**Parties**".

Preamble

Elengy and Fosmax LNG own regulated French LNG terminals that can receive Liquefied Natural Gas, in accordance with the provisions of the Energy Code and the decisions of the French Energy Regulatory Commission (CRE).

The Client wishes to subscribe for the Truck Loading service covered by this framework contract and commercially run by the Operator, which can be replaced by any subsidiary it controls within the meaning of article L. 233-3 of the Commercial Code as provided for in Article 13.

Accordingly the following has hereby been agreed:

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1. Definitions

For the applicability and interpretation of the Contract, the terms and expressions below that begin with a capital letter have the meanings given to them hereafter:

ADR: European agreement concerning the International Carriage of Dangerous Goods by Road, concluded in Geneva on 30 September 1957.

Officer: person in charge of managing Station operations on behalf of the Terminal's Operator.

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

Appendix: the corresponding appendix of this framework contract.

Operational Appendix: Appendix 2 to the Contract, as specified in Article 2.

Approval: authorisation granted by the Terminal's Operator in accordance with the procedure describing the specifications that Carriers, Drivers and Roadway Equipment must meet and the procedure for requesting access to the Terminal and the Station.

Article: followed by a number, refers to a numbered article in the Contract.

Loading Authorisation: where applicable a document issued to the Operator by a third party selling LNG to the Client, authorising the loading of a quantity of LNG it holds at the Terminal for a given period, less than or equal to one (1) Month. A template is provided in the Operational Appendix.

Notice of Force Majeure: notice served by one Party to the other Party should a Case of Force Majeure arise. A template is provided in the Operational Appendix.

Truck: tanker or truck carrying an ISO container on a platform, in which the LNG is loaded under the Contract.

Case of Force Majeure: events, facts or circumstances impacting on performance of the Contract and defined in Article 21.

Loading Certificate: document given by the Terminal's Operator to the Client stating in particular the quantity and quality of the LNG measured at the time of Loading. A non-binding version is given to the Driver at the end of the Operation. The most recent version transmitted to the lead Client. A template is provided in the Operational Appendix.

Loading: an operation whereby LNG is loaded in Tank Containers conveyed to the Station by the Client.

Test Loading: first Loading operation further to a request for Approval.

Driver: the driver of the Truck working on behalf of the Client, responsible for driving it to the Station in the Terminal, carrying out Loading operations with the Officer then leaving the Terminal with the Truck.

Checklist: Document listing the checks performed by the Officer for each Operation. A copy may be provided to the Client on request. A template is provided in the Operational Appendix.

Tank Container: road tank container or ISO container, designed to carry LNG cargo.

Client: party who has signed the Contract.

Specific Conditions: contractual document based on the framework contract, referred to by the latter and setting out contractual Information specific to the Parties.

Contract: all the contractual documents making up the contract on LNG Truck Loading at the Terminal, entered into by the Client and the Operator, as defined in Article 2.

Access Contract: all the contractual documents making up the LNG terminal access contract, published on the web site of the Terminal's owner, incorporating conditions regarding regulated services, in particular the regasification service.

Slot: time slot during which an Operation can be Scheduled. The time at which a Slot ends determines the Day of the said Slot.

Reserved Slot: Slot proposed by the Terminal's Operator for Operations that could not be carried out in the Scheduled Slot, as provided for in the Operational Appendix.

Transport Document: a document given to the Driver by the Terminal's Operator and essential for driving in accordance with the ADR regulation. A template is provided in the Operational Appendix.

PPE: Personal Protective Equipment suitable for the Operations (more particularly headgear, glasses, gloves, protective jacket, safety footwear).

Roadway Equipment: each of the separate elements of a Truck: tractor, Tank Container, platform (for an ISO container).

LNG Material Safety Data Sheet: document issued by the LNG Vendor stating the data needed to handle the LNG safely. A template is provided in the Operational Appendix.

LNG: liquefied natural gas, the quality of which is consistent with its description in the Operational Appendix.

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

Booking Single Code (Identifiant Unique de Réservation or "IUR"): a code generated randomly when the Scheduling of a Slot is confirmed and granting access to the Station for the said Slot.

Day: period starting at six (6) a.m. (standard local time) on a given day and ending at six (6) a.m. (standard local time) on the following day. The date of a Day is the date of the calendar day on which the Day starts.

Working Day: any Day other than Saturday, Sunday or a public holiday in France.

Cooling Down: an operation that cools the Tank Containers conveyed by the Client to the Station down to a temperature at which the Tank Container can be loaded at the nominal rate without generating evaporation in proportions liable to exceed the opening pressure of the Tank Container's valves.

Month: period beginning at six (6) a.m. on the first day of a given calendar month and ending at six (6) a.m. on the first day of the following calendar month.

Operator: enterprise marketing the Operations covered by this Contract.

Terminal's Operator: owner and operator of the Terminal.

Prudent and Reasonable Operator: person seeking in good faith to fulfil his/her contractual obligations and who, in so doing, exercises the skill, diligence, prudence and foresight one could reasonably and normally expect from a skilled and experienced operator acting in accordance with laws and regulations under similar circumstances and conditions.

Operation: any operation carried out at or around the Station under the Contract, as defined in Article 15, including Loading, Loading Tests and Cooling Down.

Scheduling Tool: an IT tool provided by the Operator and enabling the Client to manage its Scheduling.

Party: Client or Operator that has signed the Contract.

Transfer Point: point located at the connection flange between the Station's hose and the Tank Container.

Scheduling/Booking (or "Scheduled/Booked"): the schedule of Operations produced by the Client with the Scheduling Tool, or reference to this schedule in accordance with the provisions of the Operational Appendix.

Abusive Scheduling: Scheduling unrelated to the Operations actually carried out or excessive cancellations of Slots by the Client, deemed by the Operator and/or the Terminal's Operator acting as Prudent and Reasonable Operator as liable to hinder the Scheduling of the Station's other users.

Security Protocol: written document comprising information useful for assessing any risks caused by the Operations, including preventive and safety measures to be taken at each stage

of the operations. This document is drafted by the Carrier and the Terminal's Operator. A template is provided in the Operational Appendix.

GCW: maximum weight of the Truck, load included, depending on its specifications and its destination, to be able to drive, defined by article R.312-4 II of the Highway Code and EU directive No. 96/53/EC

Week: period of seven (7) consecutive Days.

Station: station where Tank Containers are loaded with LNG, located within the confines of a Terminal and allowing Operations to be carried out. The characteristics of each Station are described in the Operational Appendix.

Terminal: LNG terminal, industrial site where the Station is located.

Carrier: company transporting LNG within the meaning of the ADR, on behalf of the Client.

2. Contractual documents

This Contract comprises the following contractual documents, listed in descending order of precedence:

- a. The Specific Conditions
- b. This framework contract and its Appendices
 - i. Appendix 1: Specific Conditions template
 - ii. Appendix 2: Operational Appendix

This order of precedence applies if there is any contradiction between these documents. In case of inconsistency between any of the provisions in the contractual documents of the same rank or between successive versions of the contractual documents, the most recent document will take precedence.

3. Description

The Contract sets out the conditions under which the Operator and the Terminal's Operator carries out Operations, as well as the rights and obligations of the Parties in that respect.

This framework contract does not require the Client to Schedule a minimum number of Operations.

The terms and conditions of purchase of LNG by the Client from an LNG Vendor are not covered by this contract.

4. Term

The Contract comes into effect and expires on the dates stated in the Specific Conditions.

Any reductions and interruptions of service are inoperative over the course of the Contract.

5. Prerequisites

For each Terminal in which the Client intends to use the Station:

- a. The Client must have a valid Access Contract,

And/or

- b. The Client has a valid Loading Authorisation issued by a third party having a valid Access Contract.

6. Undertakings of the Parties

6.1 Undertakings of the Operator and the Terminal's Operator

The Operator undertakes to ensure that the Terminal's Operator carried out the Operations agreed on in the Contract. The Operator complies with all applicable regulations and ensures that the Terminal's Operator does likewise. The Operator ensures that the Terminal's Operator acts as a Prudent and Reasonable Operator.

The Operator makes reasonable efforts to provide each Month a number of available Slots reflecting the activity of previous Months.

For each Operation, the Terminal's Operator makes reasonable efforts to provide the quantity of LNG specified in the Client in its Scheduling, making allowance for any regulatory limitations on loaded quantities (ADR and GCW limits in particular). If there is an unjustified difference of more than two (2) tonnes or thirty (30) MWh (as the Client chooses) in relation to the quantity stated in the Scheduling, the Operation will not be invoiced.

6.2 Undertakings of the Client

The Client undertakes to pay the monthly price stated in Article 22.1.

The Client complies with all applicable regulations and with the Schedule it has prepared in accordance with the provisions of the Operational Appendix, and ensures that third parties acting on its behalf under the Contract do likewise, the Carrier in particular.

6.3 Commitment on a volume of activity

The Parties may agree on a reciprocal commitment to a specific volume of activity, stated in the Specific Conditions and specifying a minimum number of Slots that the Client undertakes to use per Terminal for each Year of the Contract. The number of Slots stipulated for each Year comes with a payment obligation for the Client and an availability obligation for the Operator every Month of the Year.

The Client may ask the Operator to reschedule the commitment from one Terminal to another and from one year to the next. Any changes to the commitment must be submitted in a feasibility request to the Operator and, if accepted, an amendment must be signed by both Parties.

7. Information

The Parties shall keep each other promptly informed of any event or circumstance or information liable to significantly affect performance of the Contract.

Any incident in a Terminal and/or with a Driver and/or a Truck Scheduled at the Terminal impacting on safety in particular must be immediately reported to the other Party. Where applicable, the Client shall make every effort to ensure that the Carrier informs it of any such event so that it can share it with the Terminal's Operator.

If a Scheduled Operation is not performed due to Terminal Operator's decision (except for unscheduled Cooling Down or late arrival of the Truck), the Operator and/or Terminal Operator will communicate in writing, in a maximum delay of one (1) Working Day, a detailed feedback on the events justifying the refusal.

Operational information is exchanged between the Client and the Operator and/or the Terminal's Operator mainly by e-mail and via the Scheduling Tool. The contact details of operational contacts and the emergency contacts of the Terminal's Operator and the Client are provided in the Specific Conditions.

8. Transfer of risks

Delivery of LNG by the Operator at the Terminal's Transfer Point shall automatically entail the transfer of risks associated with the said LNG to the Client.

9. Liability and insurance

9.1 The parties' third-party liability

The Parties bear all the consequences of any kind whatsoever of their liability in tort under common law.

9.2 Inter Parties liability

9.2.1 Physical injuries

The Parties shall each be liable for the consequences of any physical injury that may affect the staff they employ and the staff of any subcontractors or suppliers acting at their request during the performance of their respective obligations under the Contract, irrespective of who committed the act causing such physical injury.

As a result, each of the Parties shall waive the right to any recourse against the other Party in respect of such injury, subject to the rights of interested parties or their successors and assignees and those of the social security authorities.

9.2.2 Material damage

The Operator shall assume liability for any material damage it may cause to the Trucks during performance of the Contract, up to a maximum amount of three hundred thousand (300,000) euros per claim. The Client shall accordingly make no further claim on the Operator for such damages for an amount exceeding the maximum amount specified herein. It shall also hold the Operator harmless against any consequences, in particular financial consequences, of any

recourse by a third party with which the Client is contractually bound, in connection with such material damage.

The Client shall assume liability for any material damage which it, the Carrier, the Driver or any other person acting at its request under the terms of this Contract may cause to the Station and/or to the Terminal during performance of the Contract, up to a maximum amount of four million (4,000,000) euros per claim. The Operator shall accordingly make no further claim on the Client for such damages exceeding the maximum amount provided herein.

9.2.3 Consequential loss

Except in the case of wilful misconduct or gross negligence, no Party shall be held liable to the other Party for indirect and/or consequential losses or damage, such as loss of production or loss of profit. As a result, each of the Parties shall waive any recourse against one another in respect of such consequential loss.

9.3 Insurance

Each of the Parties shall take out and maintain for the duration of the Contract insurance against the financial consequences of any civil liability it may incur both for damage to third parties and for damage between the Parties under the terms of the Contract. Each of the Parties shall pay the premiums and any deductibles in respect of such policies. Each of the Parties shall consequently obtain from its insurers the renunciation of the subrogation rights of said insurers, within the limits of the waivers of recourse set out in Article 9.

The Client shall provide a valid insurance certificate specifying the insured amounts when this Contract is signed.

It is the Client's responsibility to check that all persons acting at its request in connection with this Contract are also properly insured, since the Client cannot invoke the inadequacy or absence of a guarantee on their part to limit or exclude its liability.

10. Confidentiality and personal data

10.1 Non-disclosure clause

Unless otherwise expressly stated in the Contract or in legal or regulatory provisions, each Party undertakes not to disclose to any third parties any information provided by the other Party in connection with the preparation or performance of the Contract.

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

- a. is in the public domain, or
- b. is lawfully obtained from sources not bound by a non-disclosure obligation with the disclosing Party, or
- c. that must be disclosed to a third party as required by law, a court decision or a decision by a competent public authority, or
- d. that must be disclosed to the Parties' respective lawyers or statutory auditors.

This non-disclosure obligation is binding upon the Parties for the duration of the Contract and for five (5) years thereafter.

This non-disclosure obligation is concluded without prejudice to due observance by each Party of the provisions on commercially sensitive information (CSI), as laid down in particular by the applicable regulations.

10.2 Protection of Personal Data

10.2.1 The processing of personal data sent by the Client to the Operator

Terms beginning with a capital letter other than those defined in this Contract have the meaning given to them in applicable data protection laws.

The Client provides the Operator with data and files, etc., of any kind and in any form whatsoever, these constituting Personal Data, and authorises the Operator to process them for the purpose of providing the Services covered by the Contract.

The purpose of the processing of personal data is to make this data available to the Operator in the Scheduling Tool.

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

The Client acts in its capacity as Personal Data Controller, and the Operator acts on behalf of the Client purely as a (data) Processor.

If the Operator is required to process data on behalf of the Client, it undertakes in particular to comply with all obligations stipulated in article 28 of Regulation 2016/976 and that the authorised persons can only access Personal Data to the extent necessary to the performance of their services, and moreover it undertakes to comply with the non-disclosure obligations of the Contract.

With regard to security, the Operator undertakes to put in place and maintain all the necessary technical and organisational measures for the duration of the Contract, including all the security measures adapted to the nature of the Personal Data processed and to the risks posed by any Processing performed.

The Operator undertakes not to process Personal Data without the Client's express consent.

The Operator undertakes (without replying directly to the Data Subjects) to immediately inform the Client of any request from a Data Subject concerning his or her rights regarding Personal Data and to provide all necessary assistance to the Client to facilitate the response to such requests.

As the transfer of Personal Data from the Client to third countries does not provide an adequate level of protection pursuant to the Directive and to Regulation (EU) 2016/679, this is subject to the Client's prior and express consent.

For any Transfer of Personal Data to a third country authorised by the Client (subsequent affiliated entities of the Operator or Processor), the Client authorises the Operator to introduce the guarantees required by the applicable Personal Data Protection Laws.

The Operator must notify the Client of any breach of Personal Data within forty-eight (48) hours of learning of it.

The Operator also undertakes to send the Client an impact analysis of the said breach within no more than 48 (forty-eight) hours of the aforementioned notification.

The Operator undertakes to cooperate in order to enable the Client to notify any competent regulatory or supervisory authority of the breach of Personal Data in compliance with Personal Data Protection Laws.

At its sole discretion, the Client reserves the right to conduct any audit it deems necessary to ascertain due observance by the Operator and its Subsequent Processors of their Personal Data obligations as defined in this Contract.

When this Contract expires or is terminated early for any reason whatsoever, and at any time upon request from the Client, the Operator and its Subsequent Processors will return any and all Personal Data they may have processed in any form whatsoever to the Client within an appropriate period of time not exceeding one (1) month.

10.2.2 The processing of Personal Data by the Operator via the Scheduling Tool

The Operator provides the Client with data and files, etc., of any kind and in any form whatsoever, these constituting Personal Data, and authorises the latter to process them for the purposes of the Contract.

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

The Operator acts in its capacity as Controller, and the Client acts on behalf of the Operator purely as a (data) Processor.

If the Client is required to process data on behalf of the Operator, it undertakes in particular to comply with all obligations stipulated in article 28 of Regulation 2016/976 and that the authorised persons can only access Personal Data to the extent necessary to the performance of their services, and moreover it undertakes to comply with the non-disclosure obligations of the Contract.

With regard to security, the Client undertakes to put in place and maintain all the necessary technical and organisational measures for the duration of the Contract, including all the security measures adapted to the nature of the Personal Data processed and to the risks posed by any Processing performed.

The Client undertakes not to process Personal Data without the Client's express consent.

The Client undertakes (without replying directly to the Data Subjects) to immediately inform the Operator of any request from a Data Subject concerning his or her rights regarding Personal Data and to provide all necessary assistance to the Operator to facilitate the response to such requests.

As the transfer of Personal Data from the Operator to third countries does not provide an adequate level of protection pursuant to the Directive and to Regulation (EU) 2016/679, this is subject to the Operator's prior and express consent.

For any Transfer of Personal Data to a third country authorised by the Operator (subsequent affiliated entities of the Client or Processor), the Operator authorises the Client to introduce the guarantees required by the applicable Personal Data Protection Laws.

The Client must notify the Operator of any breach of Personal Data within forty-eight (48) hours of learning of it.

The Client also undertakes to send the Operator an impact analysis of the said breach within no more than 48 (forty-eight) hours of the aforementioned notification.

The Client undertakes to cooperate in order to enable the Operator to notify any competent regulatory or supervisory authority of the breach of Personal Data in compliance with Personal Data Protection Laws.

At its sole discretion, the Operator reserves the right to conduct any audit it deems necessary to ascertain due observance by the Client and its Subsequent Processors of their Personal Data obligations as defined in this Contract.

When this Contract expires or is terminated early for any reason whatsoever, and at any time upon request from the Operator, the Client and its Subsequent Processors will return any and all Personal Data they may have processed in any form whatsoever to ELENGY within an appropriate period of time not exceeding one (1) month.

11. Modification of the Contract

Any change to the Contract must be the subject of an amendment duly signed by both Parties.

Notwithstanding the above, the Operator may make any change to the provisions of the Operational Appendix relating to regulatory developments and/or safety/security improvements at the Station or Terminal, without the Client being able to object to such modifications, provided the Client is duly notified of the said changes within a reasonable time agreed on by the Parties.

12. Termination

In the event of repeated breaches by either Party of its obligations under the terms of the Contract, and without prejudice to any penalties provided for in the Contract for such breaches, the other Party may terminate the Contract as of right and without legal formality by serving the Party in default a minimum of thirty (30) days' notice thereof by registered letter with acknowledgement of receipt specifying the effective date of termination.

13. Assignment

Either Party may at any time assign all or part of its rights and obligations under the Contract to a third party or any subsidiary it controls, as defined in article L.233-3 of the Commercial Code, subject to the other Party's prior written consent.

Any such request must be notified by the assignor and assignee to the Party no later than one (1) Month before the third party's first Operation concerned. Any refusal must be duly justified.

Notwithstanding the above, the Party's agreement is not required in the following cases:

- The Client may assign its rights and obligations under the Contract at any time (in particular its commitments to a volume of business) to a third party, with the caveat that the said third party itself has a valid contract for loading Tank Containers with LNG and meets all the prerequisites in the Contract
- The Operator may assign all or part of its rights and obligations at any time to any of its Elengy Hub & Expertise or Fosmax LNG subsidiaries.

14. Disputes and applicable law

The Parties shall make every effort to resolve amicably any dispute concerning the preparation, performance or interpretation of the Contract. If the Parties cannot reach an amicable agreement one (1) month of the first presentation against signature of the registered letter with acknowledgement of receipt notifying the other Party of the difficulty, the dispute shall be submitted to the Paris Commercial Court, notwithstanding multiple defendants or claims for third-party contributions, even for emergency or interim procedures, in summary proceedings or on petition.

Both the substance and the form of the Contract are governed by French law.

15. Operations

The Operator may carry out the following Operations for the Client:

On a regular basis:

- a. Loading,
- b. Cooling Down,

subject to the Terminal's Operator confirmation of feasibility:

- c. Gassing up,
- d. Depressurising,
- e. Stripping,
- f. Inerting,
- g. Test Loading
- h. Any other service requested by the Client.

16. Conditions governing Operations

The Operator may refuse any Client Scheduling if the requested quantity of LNG exceeds the Client's rights to an LNG inventory, either through an Access Contract and/or through a Loading Authorisation issued by a third party.

In instances where the Client wishes to use a third-party Loading Authorisation, the said Loading Authorisation must have been received and approved in advance by the Operator.

In accordance with the provisions of the Operational Appendix:

- a. Access to the Terminal is only granted if the Carrier, Driver and all the Roadway Equipment have already been approved, barring the Terminal's Operator's prior and provisional consent,
- b. All Loading or Cooling Down operations must be Scheduled via the Scheduling Tool,
- c. Operations other than Loading or Cooling Down are subject to the Client requesting feasibility from the Terminal's Operator; if the Terminal's Operator confirms feasibility, it will specify the conditions under which the Operation should be carried out.

17. Rights and authorisations

The Operator certifies that it and the Terminal's Operator hold all the licences, permits and authorisations needed to perform the Operations.

The Client certifies that it holds all the licences, permits and authorisations needed to benefit from the Operations.

18. LNG quantity and quality and documents

The quality of the loaded LNG shall be as described in the Operational Appendix .

Immediately after each Operation, the Terminal's Operator shall give the Driver the Loading Certificate then forward it to the Client, preferably via the Scheduling Tool no later than the first Working Day after the Day of the Operation. The LNG quantity and quality calculation methods are described in the Operational Appendix.

19. Safety and operational instructions

The Operator and/or the Terminal's Operator, acting as a Prudent and Reasonable Operator, may at any time take any measures needed to ensure the safety of goods and persons and the integrity of the Station or Terminal, and to guarantee the performance of its legal or statutory obligations, including any measures resulting in an adjustment or interruption of the Operations performed for the Client under the terms of the Contract. Service breakdowns will be notified in writing to the Client as soon as possible.

Under such circumstances, the Client may not claim any compensation from the Operator and/or the Terminal's Operator or its insurers. It shall also hold the Operator and/or the Terminal's Operator harmless against all the consequences, in particular financial consequences, of any recourse by a third party with which the Client is contractually bound.

20. Maintenance and works

The Station may be unavailable for maintenance and improvement purposes for a maximum cumulative period of:

- a. Four percent (4%) of the number of Slots available in a given Year
- b. Twenty-five percent (25%) of the number of Slots available in a given Month.

The Terminal's Operator shall make every reasonable effort to minimise the cumulative time and period of unavailability, and to stagger such periods of unavailability as much as possible.

The Terminal's Operator updates available Slots in the Scheduling Tool and notifies the Client:

- a. No later than thirty (30) days before the start of a period of unavailability greater than or equal to twelve (12) Hours,
- b. No later than seven (7) days before the start of a period of unavailability of less than twelve (12) Hours.

The contractual obligations of the Operator and the Client shall be suspended for the duration and within the limits of the effects of these operations on their rights and obligations.

The Terminal's Operator may schedule short periods of opportunistic maintenance works by flagging any Slots not Scheduled by the Client as unavailable in the Scheduling Tool. The Terminal's Operator shall make reasonable efforts to schedule such periods of unavailability at the earliest possible stage, and in any event may not restrict more than a quarter of Slots on a given Day in this manner.

21. Force Majeure

21.1 Case of Force Majeure

The following events, facts and circumstances are deemed Cases of Force Majeure under the Contract:

- a. any event beyond the control of either Party, the occurrence of which could not reasonably be foreseen when the Contract was signed, the effects of which cannot be averted through appropriate measures, and preventing the said Party from meeting its obligations under the Contract;
- b. the circumstances listed below, without them necessarily meeting all the criteria stated in the previous paragraph, insofar as their occurrence affects the Party invoking them and prevents it from meeting any its obligations under the Contract:
 - i. Strike;
 - ii. Machine breakdown or failure, or operational accident or equipment accident not resulting from lack of maintenance or abnormal use of the facilities;
 - iii. action of a third party affecting the equipment of the Party invoking it, the occurrence of which could not have been reasonably foreseen by the Party invoking it, and;

- iv. loss of the administrative authorisations needed for performance of the Parties' activities under the Contract, despite the reasonable efforts of the Party invoking this cause.

The Client cannot invoke a circumstance affecting the journey of the Truck to the Station as grounds for not meeting its payment obligation as defined in Article 22.

21.2 Suspension of obligations

The respective obligations of each Party under the terms of the Contract shall be suspended for as long as the Case of Force Majeure affects them, and neither Party shall be held liable for their non-performance in Cases of Force Majeure, within the limit of the effects of the said Cases of Force Majeure on the said obligations.

21.3 Service of notice

The Party invoking a Case of Force Majeure must inform the other Party thereof as soon as possible by any confirmed written means.

As soon as possible during the period of suspension of its obligations, the Party invoking a Case of Force Majeure shall inform the other Party of the consequences of said Case of Force Majeure on due fulfilment of its obligations under the Contract, if necessary, the measures it intends to take to minimise the effects thereof, the timetable for implementing these measures, the estimated time required to resume normal fulfilment of its obligations under the Contract and the estimated date on which the Case of Force Majeure will cease.

The Terminal's Operator will update the Scheduling Tool to factor in the impact of the Case of Force Majeure.

21.4 Protracted Case of Force Majeure

Should a Case of Force Majeure prevent either Party from meeting its obligations under the Contract for a period of more than thirty (30) consecutive Days, the Parties shall meet to examine what adjustments need to be made to their respective obligations under the Contract to take this new situation into account. If the Parties cannot reach an agreement in that respect within sixty (60) Days of the occurrence of the Case of Force Majeure, either Party may terminate the Contract without notice, without any compensation being due and without the need for any legal formalities.

22. Financial terms

22.1 Price

The unit price of the Slot is specified in the Specific Conditions.

The monthly price due by the Client to the Operator equals the number of Slots used for all Operations completed in a given Month multiplied by the unit price of the Slot, where applicable minus the price of unused Slots if Articles 19, 20 and 21 apply.

One Slot is invoiced for Loading or Test Loading Operations carried out normally without any other associated Operations.

Scheduled yet unused Slots not cancelled with the minimum cancellation lead time minimum specified in the Operational Appendix are deemed to have been used and are due by the Client. However, a Slot cancelled beyond the cancellation deadline but replaced by another Slot on the same Day will not be invoiced.

Scheduled Slots unused due to the Client failing to meet any of the conditions set out in Articles 5 and 16 or in the Operational Appendix are deemed to have been used and are due by the Client.

Scheduled Slot refused by the Terminal Operator and not successfully rescheduled within the same Day from the action of the Terminal Operator will not be invoiced.

22.2 Payment obligation relating to a commitment to a volume of business

Where applicable, the Client is bound by a minimum payment obligation for the entire commitment to a volume of business as specified in the Specific Conditions, in accordance with the procedures set out in Article 6.3.

The payment obligation is the subject of an adjustment of the last invoice of the Year.

At the end of each Year, Slots invoiced in respect of this commitment for the said Year that have not been used in the said Year (belated cancellations invoiced then counted as used Slots) can be deducted from the invoice of any Month in the following Year (N+1).

22.3 Annual price adjustment

The unit price of each Slot as stipulated in the Specific Conditions will be revised annually when the first invoice of each Year is issued, using the following formula:

$$P = P_0 \times \left(0.65 + 0.35 \times \frac{ICHTrevTS}{ICHTrevTS_0} \right)$$

Where:

P = the unit price of the Slot resulting from the revision formula

P₀ = the unit price of the Slot in the reference year (2018)

ICHTrevTS = latest representative value of the "Revised Hourly Labour Cost Index - All Employees, Mechanical and Electrical Industries section", or equivalent value, known at the time of the annual revision of the price in question and published in INSEE's "Informations Rapides" bulletin [INSEE identifier 001565183]

ICHTrevTS₀ = value of ICHTrevTS on 31 January of the reference year (2018)

22.4 Security deposit or first demand guarantee

The Client shall provide the Operator with a security deposit and maintain it throughout the duration of the Contract, to guarantee the payment of all amounts owed by the Client to the Operator under the Contract.

The amount of the security deposit shall be ten thousand (10,000) Euros.

This security deposit shall be invoiced to the Client by the Operator in the first invoice following the signing of the Contract and, if necessary, upon any modification of the Special Conditions.

The security deposit shall be returned to the Client upon expiration of the Contract, after full payment of all amounts owed by the Client to the Operator under the Contract.

In the event of a commitment to an activity volume not less than the equivalent in Loading Slots of a value of ten thousand (10,000) Euros, as defined in Article 6.3, the above-mentioned security deposit may be waived or not required, and the Client may instead provide a first demand guarantee, in accordance with the template provided by the Operator in Appendix 4, issued either:

- by a banking institution or credit insurance company with its registered office in a European Union country and holding a long-term credit rating equal to or higher than A- (Standard & Poor's) or A3 (Moody's); or
- by the Client's parent company, provided that it has its registered office in an OECD country and holds a long-term credit rating equal to or higher than A- (Standard & Poor's) or A3 (Moody's).

An original of the first demand guarantee shall be provided by the Client to the Operator no later than the date of subscription to the activity volume commitment defined in Article 6.3. The amount shall be adjusted to reflect any changes to the Subscription. However, such adjustment shall only be made when the cumulative adjustments to the Guarantee amount exceed, in absolute value, twenty percent (20%) of the current Guarantee amount.

For Contracts with a duration exceeding twelve (12) Months, the validity period of the first demand guarantee shall be at least one year, renewable, and the final validity date shall be the last business day of the second (2nd) Month following the end of the last billing period. For Contracts with a duration of less than twelve (12) Months, the validity date shall be at least the last business day of the second (2nd) Month following the Month of the last Loading. In the event of a payment delay exceeding thirty (30) days, in addition to the application of late payment interest and the fixed recovery indemnity provided by law and under Article 22.6, the Operator reserves the right to deduct the amounts due from the security deposit or the first demand guarantee. The Client shall be released from its payment obligation under Articles 6.2 and 6.3 only up to the amounts thus deducted.

By way of exception to the above rule, the Client shall not be required to provide a security deposit or a first demand guarantee when, and for as long as, the Client is a company with a long-term credit rating equal to or higher than A- (Standard & Poor's) or A3 (Moody's).

22.5 Invoicing and terms of payment

Invoices shall be drawn up and sent monthly by the Operator to the Client following the month in question to the address stated in the Specific Conditions. They include the monthly price as defined in Article 22.1.

The invoice for any given Month must be paid no later than the twentieth (20th) of the following Month, or the tenth (10th) calendar day after its date of issue if this is later than the twentieth. If the day thus determined is not a banking business day in the country where the Client's bank is located as stated in the Specific Conditions, the payment due date is set at the first (1st) subsequent banking business day.

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

Payment shall be deemed to have been made once the Operator's bank account has been credited with the invoiced amount in full.

In the event of late payment of all or part of an invoice, the sums due shall bear interest at three (3) times the statutory rate of interest applying on the date the invoice was issued, charged for the exact number of days elapsed between the payment due date and the date on which payment was actually made. In addition, a set fee of forty (40) euros for recovery costs shall be payable by the Client from the first (1st) day of late payment.

The Parties have sixty (60) calendar days from receipt of the invoice to challenge its total amount. Thereafter the invoice is deemed to be accepted. If the Client challenges all or part of an invoice, and barring an obvious error on the part of the Operator, the Client must pay the full amount of the invoice as provided for above and lodge its claim with the Operator in accordance with Article 14 of this Contract.

Done in two (2) copies at [city], on [date]:

Signatures:

Operator: [Signatory]	Client: [Signatory]
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