

**SMALL-SCALE LNG CARRIER LOADING CONTRACT  
FOS CAVAOU TERMINAL  
  
GENERAL TERMS AND CONDITIONS**

**English translation for information**

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## FOREWORD

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Elengy and Fosmax LNG (Terminal Operator) are the owners of the regulated LNG terminals of Fos sur Mer and Montoir de Bretagne intended to receive Liquefied Natural Gas, pursuant to the provisions of the Energy Code and the decisions of the French Energy Regulation Commission (CRE).

EHE, the Operator, is the entity wholly-owned by Elengy which ensures the commercial operation of the present Small-Scale LNG Carrier Loading Contrat and the Scale LNG Carrier Specific Services.

The Shipper wishes to subscribe to the Small-Scale LNG Carrier Loading Service, which is commercially operated by the Operator, which can be substituted by any other affiliate that it controls within the meaning of Article L.233-3 of the Commerce Code.

It is specified that the condition for the present Small-Scale LNG Carrier Loading Contract (the 'Contract') entry into force is that the Shipper guarantees to be holding a valid Access Contract to the Terminal (hereafter the 'ATM Contract') whose references are stipulated in the Specific Conditions of the present Contract.

## THE FOLLOWING HAS BEEN AGREED

### 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. The terms with a capital letter that do not appear in the list of definitions below have by default the meaning defined in the ATM Contract.

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

**Annual Schedule**: has the meaning given in the ATM Contract.

**Approval Procedure**: procedure for acceptance of a Small-Scale LNG Carrier 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 Loading operations in complete safety and in accordance with the Operator's requirements as set out in Appendix 1.

**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.

**ATM Contract**: all the contractual documents governing access to the regulated services of the Terminal concluded between a Shipper and the Terminal Operator.

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

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

**Cargo Report**: document referred to in Paragraph 11.1.3 of the present General Terms and Conditions including all of the information listed in Appendix 2.

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

**Contract Expiry Date**: date indicated in the Small-Scale LNG Carrier Specific Conditions.

**Contract**: means all of the contractual documents, as specified in Article 2 hereof, constituting the present Contract between the Shipper and the Operator, under which the Service and/or the Small-Scale LNG Carrier Specific Services are performed..

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

**Effective Time of Arrival**: Time of receipt by the Operator of the Notice of Arrival of the Vessel as defined in Appendix 1.

**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.

**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.

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

**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.

**Late Cancellation :** has the meaning given in paragraph 6.2.1.

**Loading:** operation that involves transferring LNG from the LNG terminal to the Small-Scale LNG Carrier's tanks.

**Loaded Quantity:** quantity of energy, expressed in MWh (GCV), which is equal to the Energy Content of the quantity of gas transferred into the Small-Scale LNG Carrier during the Loading. This quantity is determined pursuant to the provisions defined in Paragraph 11.1 of the present General Terms and Conditions.

**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).

**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.

**Normal Cubic Meter (m³(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 1.

**Notice of Force Majeure:** notification by a Party to the other Party pursuant to Article 13 of the present General Terms and Conditions.

**Number of Contractual Loadings (NCC):** number of Loadings that the Shipper plans to make over a Year; the value of the NCC is defined in the Small-Scale LNG Carrier Specific Conditions for each Year.

**Operational Instruction:** instruction given by the Operator to the Shipper pursuant to Article 15 of the present General Terms and Conditions.

**Operator:** depending on the context in which it is used, this term refers to the entity which markets the Service and Small-Scale LNG Carrier Specific Services covered by this Contract or the Terminal Operator.

**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 10.1 of the present General Terms and Conditions.

**Period of Validity:** period between the Service Start Date and the Contract Expiry Date, indicated in the Small-Scale LNG Carrier 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.

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

**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.

**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, as defined in Article 14 of the present General Terms and Conditions.

**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.

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

**Reloading**: has the meaning referred to in the ATM Contract.

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

**Send-Out**: has the meaning referred to in the ATM Contract.

**Service**: all Small-Scale LNG Carrier Loading operations carried out under the conditions described in this Contract

**Service Start Date**: date indicated in the Small-Scale LNG Carrier Specific Conditions.

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

**Shippers**: all shippers that have signed a Small-Scale LNG Carrier Loading Contract with the Operator.

**Small-Scale LNG Carrier**: Vessel with a capacity inferior or equal to 40 000 m<sup>3</sup>.

**Small-Scale LNG Carrier Adjusted Arrival Slot**: period rescheduled by the Operator for the arrival of the Small-Scale LNG Carrier at berth in accordance with the provisions of Paragraph 3.2 of Appendix 1.

**Small-Scale LNG Carrier Annual Schedule**: schedule drawn up by the Operator that stipulates the Small-Scale LNG Carrier Estimated Window of Arrival and the quantity to be loaded (for guidance only) for each Cargo over a Year.

**Small-Scale LNG Carrier Effective Port Call Duration**: actual time elapsed during the Small-Scale LNG Carrier Port Call from the berthing (first mooring line ashore) to the departure of the Small-Scale LNG Carrier (all mooring lines cast off).

**Small-Scale LNG Carrier General Terms and Conditions**: means the present document and its appendices

**Small-Scale LNG Carrier Monthly Schedule**: schedule drawn up by the Operator that stipulates the Small-Scale LNG Carrier Window of Arrival and the quantity to be loaded for each Cargo over a Month.

**Small-Scale LNG Carrier Port Call**: stay of the Small-Scale LNG Carrier at berth, from the berthing (first mooring line ashore) to the departure of the Small-Scale LNG Carrier (all mooring lines cast off).

**Small-Scale LNG Carrier Port Call Duration**: contractual normative Port Call Duration allocated to each Small-Scale LNG Carrier for the performance of all the Port Call operations in accordance with Appendix 1.

**Small-Scale LNG Carrier Specific Conditions**: contractual document issued on the basis of this Contract, to which it refers and which contains specific information on the Shipper, particularly its Subscription relating to the Service.

**Small-Scale LNG Carrier Specific Services**: gassing-up, cooling-down or any other service requested by the Shipper subject to validation of its feasibility by the Operator.

**Small-Scale LNG Carrier Subscription Account**: account accessible to any Shipper that has signed the Contract and able to be credited for any unscheduled or cancelled Number of Contractual Loadings, in accordance with the provisions of paragraph 6.2 of the present General Terms and Conditions.

**Small-Scale LNG Carrier Estimated Window of Arrival**: period of six (6) Hours on a given day for the arrival of a Small-Scale LNG Carrier for its Small-Scale LNG Carrier Port Call, communicated by the Operator after the Annual Program has been drawn up. The said Window shall begin at midnight on the day preceding Small-Scale LNG Carrier Port Call.

**Small-Scale LNG Carrier Window of Arrival**: period of 6 (six) Hours on a given Day for the arrival of a Small-Scale LNG Carrier for its Small-Scale LNG Carrier Port Call. Unless otherwise specified by the Operator, a Small-Scale LNG Carrier Window of Arrival notified for a given Day corresponds to the period of 6 (six) hours immediately preceding the said Day, i.e. the period starting at midnight and ending at 6 (six) a.m. on that day.

**Subscription**: defined in the Small-Scale LNG Carrier Specific Conditions.

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

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**Terminal Operator:** means the owner and/or operator of the Terminal, as well as subcontractors.

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

**Unloading:** has the meaning referred to in the ATM Contract.

**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 Monday at six (6) am and ending at six (6) am the following Monday.

**Window of Arrival:** has the meaning referred to in the ATM Contract.

**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 CONTRACTUAL DOCUMENTS**

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The Contract shall consist of the following contractual documents, listed by decreasing order of priority :

- The Small-Scale LNG Carrier Specific Conditions
- The Small-Scale LNG Carrier General Terms and Conditions and their appendices :
  - o Appendix 1: Small-Scale LNG Carriers-related procedures
  - o Appendix 2: Measuring, Counting and Quality Procedures applicable to Small-Scale LNG vessels

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 PURPOSE**

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The purpose of the Contract is to determine the conditions under which the Operator and the Terminal Operator shall perform the Loading Service and Small-Scale Specific Services as well as the rights and obligations of the Parties, in particular, the conditions under which the Operator shall :

- o Receive the Small-Scale LNG Vessels sent by the Shipper to the Terminal berth;
- o Load the LNG quantities from the Terminal to the Small-Scale LNG Carriers;
- o Perform other Small-Scale LNG Specific Services.

## **4 EXECUTION 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:

- o the Shipper has not guaranteed holding a valid Access Contract in the Terminal from which it wishes to load Small-Scale LNG Carriers;
- o the Shipper has not met the requirements related to the guarantees defined in Paragraph 10.1 of the Small-Scale LNG Carriers General Terms and Conditions.

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 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.

The Operator shall undertake that the Terminal Operator performs the Loading Service and the Small-Scale LNG Carriers Specific Services as contractually agreed. The Operator complies with applicable regulation related to the Contract and ensures that the Terminal Operator also complies with it. The Operator guarantees the Terminal Operator acts as a Prudent and Reasonable Operator.

The Small-Scale LNG Carrier Shipper guarantees he holds the necessary LNG quantity to perform the Small-Scale LNG Carrier loading operation. For the needs of this Contract, the LNG used to perform the Small-Scale LNG Carrier loading operation comes from the Access Contract to the Terminal the Small-Scale LNG Carrier Shipper is holding.

Depending on the Send-Out rate of the Terminal, the Small-Scale LNG Carrier Loading Service may require a Send-Out into the Transmission System in order to reincorporate the boil-off gas linked to the Loading Service. In this case, the Small-Scale LNG Carrier Shipper guarantees that he holds an Access Contract under which the Send-Out shall be performed.

Cancelling a loading operation that is scheduled in the Small-Scale LNG Carrier Monthly Program may result in the Terminal Operator being compelled to send-out the quantities initially scheduled to be loaded into the Transmission System so that the Monthly Program of other ATM or Small-Scale LNG Carrier-Shippers is not disturbed. In this case, the quantities sent-out are allocated to the Shipper under its Access Contract.

In case the Small-Scale LNG Carrier Loading Service entails a Send-Out into the Transmission System, the Small-Scale LNG Carrier Shipper undertakes to take it over under its Access Contract.

Furthermore, the Shipper acknowledges that the Scheduling process under the Access Contract to the Terminal prevails over the Scheduling process of the present Small-Scale LNG Carrier Loading Contract.



## 5 DURATION

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The Contract shall enter into force on the date it is signed, except as otherwise expressly indicated in the Small-Scale LNG Carrier 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 Small-Scale LNG Carrier Specific Conditions. Any service reductions or interruptions shall have no effect on the Contract Expiry Date.

## 6 SUBSCRIPTION MODALITIES

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### 6.1 Subscription modalities

Any feasibility and/or reservation request concerning the Small-Scale LNG Carrier-Loading Service or -Specific Service can be sent on any day of the Year by email to the addresses indicated in the Small-Scale LNG Carrier Specific Conditions. The Operator will reply to this request as soon as possible.

Answers to the feasibility requests include the operational conditions to perform the operation as well as the associated cost estimations. The Operator ensures that the scheduling of the operations, object of the feasibility request, is compatible with the existing schedules in the Terminal, under ATM Contracts or Small-Scale LNG Carrier Loading Contracts.

The first-come, first-served principle is applied by the Operator to manage the completely filled reservation requests, the order of reception of the requests prevailing.

One of the necessary conditions for the feasibility of a Small-Scale LNG Carrier Loading Service is the existence of a sufficient inventory level that the Shipper guarantees holding under its ATM Contract.

### 6.2 Small-Scale LNG Carrier Subscription Account

The Small-Scale LNG Carrier Subscription Account is credited with the Loadings not scheduled or cancelled with sufficient notice, as detailed in paragraph 6.2.1. This account can then be debited to schedule short term operations.

The following methods apply:

- The use of the Small-Scale LNG Carrier Subscription Account does not lead to modification of the Shipper's minimum payment obligations;
- The Small-Scale LNG Carrier Subscription Account can never be negative;
- The Small-Scale LNG Carrier Subscription Account is automatically reset to zero at the end of each Year;
- The numbers of Loadings in the Small-Scale LNG Carrier Subscription Account may be assigned in accordance with article 23 of the present General Terms and Conditions.

The Small-Scale LNG Carrier Subscription account and the Subscription Account of the ATM Contract are independent.

#### 6.2.1 Credit to the Small-Scale LNG Carrier Subscription Account

When the Small-Scale LNG Carrier Annual Schedule is drawn up, the Shipper's Small-Scale LNG Carrier Subscription Account is credited with the difference between the Number of Contractual Loadings and the number of Loadings scheduled by the Shipper

At any time between the publication of the Annual Schedule for year N by the Operator and Wednesday 5.00 p.m. of a Week preceding a scheduled Loading, the Shipper may remove from the Small-Scale LNG Carrier Annual Schedule or the Small-Scale LNG Carrier Monthly Schedule this scheduled Loading or any Loading scheduled afterwards until the end of the Year. These Loadings removed from the Small-Scale LNG Carrier Annual or Monthly Schedule will then be credited to the Shipper's Small-Scale LNG Carrier Subscription Account.

A Late Cancellation is defined as any Loading scheduled in the Shipper's Small-Scale LNG Carrier Monthly Schedule or in the absence thereof in the Small-Scale LNG Carrier Annual Schedule, and cancelled by the Shipper after the Wednesday at five (5) p.m. preceding the Week of the Small-Scale LNG Carrier Window of Arrival or the Small-Scale LNG Carrier Estimated Window of Arrival, of said Loading. A Late Cancellation shall be invoiced for the Month of the Small-Scale LNG Carrier Window of Arrival of said Loading and deducted from the Number of Contractual Loadings for the Year of the Small-Scale LNG Carrier Window of Arrival of said Loading.

## **6.2.2 Debit from the Small-Scale LNG Carrier Subscription Account**

The Shipper may use its the Small-Scale LNG Carrier Subscription Account to increase the number of Loadings scheduled until the end of the Year, subject to scheduling feasibility.

This number of Loadings will then be debited from the Shipper's the Small-Scale LNG Carrier Subscription Account and the new scheduling will be notified to the Shipper in its Small-Scale LNG Carrier Monthly or Annual Schedule.

The Shipper recognizes and accepts that any reservation request of primary capacity under the ATM Contract and/or the Small-Scale LNG Carrier Contract will be processed as a priority on the requests to use the Small-Scale LNG Carrier Subscription Account.

## **6.2.3 Postponement of booked but not scheduled within-Year Loadings**

The Shipper can request to postpone the scheduling of part of its subscribed Loadings that have not been scheduled during Year Y, without extra-payment, provided the four (4) following conditions are simultaneously met :

- The number of Loadings postponed cannot exceed 10% of the number of Contractual Loadings subscribed on 1<sup>st</sup> January of Year N. The number of Loadings postponed is rounded up to the inferior unit;
- The Shipper asks the Operator for the postponement on 31<sup>st</sup> December of Year Y at the latest;
- The scheduling of those Loadings must take place during Year N+1;
- The Loadings scheduled by the Shipper for Year N+1 have a priority over those postponed from Year N.

# **7 SCHEDULING, RESCHEDULING AND NOMINATION**

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The Shipper recognizes and expressly recognizes that, for the sake of the present Contract, the Operator communicates with the Operator of the Terminal in order to have the necessary information concerning Scheduling, Rescheduling and Nomination, notably when it concerns the scheduling of ATM Contracts.

## **7.1 Small-Scale LNG Carrier Annual Schedule**

### **7.1.1 Shipper's Small-Scale LNG Carrier Annual Schedule Request for Loading**

On 15 October of Year N-1 at the latest, the Shipper shall notify the Operator of a Small-Scale LNG Carrier Annual Schedule Request for Year N.

The Shipper's Small-Scale LNG Carrier Annual Schedule Request shall contain the following information for each Cargo:

- o the required Estimated Small-Scale LNG Carrier Window of Arrival,
- o the estimated Energy Content,

The request shall take into account the unavailability notified by the Operator in its Program of Work.

The Shipper shall establish its Small-Scale LNG Carrier Annual Schedule Request taking care to ensure regularity in the arrival of the Small-Scale LNG Carriers, respecting the frequency of maximum one Loading per Week.

As an exception to the above, if the unavailability resulting from the Program of Works does not allow the Shipper to schedule all of its subscription while respecting this frequency, the Shipper can establish its Small-Scale LNG Carrier Annual Schedule Request with some Weeks having two Estimated Small-Scale LNG Carrier Windows of Arrival in so far as all other available Weeks have one Estimated Small-Scale LNG Carrier Window of Arrival.

### **7.1.2 Determination and notification of the Small-Scale LNG Carrier Annual Schedule by the Operator**

The Shipper recognizes that the Unloadings and Reloadings scheduled in the Annual Schedules of all ATM Shippers have a priority over the Small-Scale LNG Carrier Loadings.

The Operator shall draw up the Small-Scale LNG Carrier Annual Schedule :

- Taking into account the unavailability resulting from the establishment of the Annual Schedule of all ATM Shippers of the Terminal. In particular, the Operator cannot schedule an Estimated Small-Scale LNG Carrier Window of Arrival on the same Day as a Window of Arrival;
- In a manner that preserves the regasification capacity of the Terminal available for sale.

While drawing up the Small-Scale LNG Carrier Annual Schedule, the Operator keeps the Shipper informed of the evolution of these constraints. In case of incompatibility with the Small-Scale LNG Carrier Annual Schedule requests, the Operator proposes adjustments to the Shipper.

The Operator shall analyse in a non-discriminatory manner the compatibility of the Small-Scale LNG Carrier Annual

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Schedule requests of all Shippers. In the event of incompatibility of requests, the Operator shall propose adjustments to the Shippers concerned. The Operator establishes the Small-Scale LNG Carrier Annual Schedule by arbitrating the requests in a non-discriminatory manner and by endeavouring to respect the regularity between the allocated Estimated Small-Scale LNG Carrier Windows of Arrival.

As a last resort, the Operator determines the Small-Scale LNG Carrier Annual Schedule.

The Operator shall provide the Shipper:

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

### **7.1.3 Firming-up of Estimated Small-Scale LNG Carrier Windows of Arrival**

The Shipper can firm up the Estimated Small-Scale LNG Carrier Window of Arrival by associating it with one of its Unloadings, provided that one of the following conditions is met:

- o the Loading is preceded by an Unloading of the Shipper and a period of twenty-four (24) hours is observed between the end of the Window of Arrival of an Unloading and the beginning of the Shipper's Estimated Small-Scale LNG Carrier Window of Arrival; or
- o that the Loading precedes an Unloading of the Shipper with a delay of thirty (30) hours between the beginning of the Estimated Small-Scale LNG Carrier Window of Arrival and the beginning of the Unloading Window of Arrival.

In this case, the Estimated Small-Scale LNG Carrier Window of Arrival for this Loading becomes the Small-Scale LNG Carrier Window of Arrival.

The Shipper shall specify in its request the Unloading Window of Arrival used to firm up this Loading.

The Shipper acknowledges that when calculating the price proportional to the Number of Unloadings for the Month M under its ATM Contract, an Unloading shall be deemed to have been scheduled by the Shipper on this Window of Arrival and shall be counted as such in the Number of Unloadings in the Month M, regardless of any subsequent changes in its Annual Schedule or its Monthly Schedule.

### **7.1.4 Small-Scale LNG Carrier Annual Schedule change request at the Shipper's initiative**

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

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

The Operator shall use its reasonable efforts to accept the Shipper's request for modification. However, the Operator shall refuse it if this request would lead to a change in the Window of Arrival already scheduled for another ATM Shipper or in the Estimated Small-Scale LNG Carrier Window of Arrival already scheduled for another Shipper, or if it destroys a capacity that remains available for an Unloading.

If accepted, the Operator shall notify the Shipper of a new Small-Scale LNG Carrier Annual Schedule.

### **7.1.5 Small-Scale LNG Carrier Annual Schedule change request at the Operator's initiative**

The Operator may modify the Small-Scale LNG Carrier Annual Schedule of a Shipper in the event of a request for modification of the Annual Schedule by an ATM Shipper.

The Operator may not bring forward or delay the Small-Scale LNG Carrier Estimated Window of Arrival by more than 3 Days in relation to the Small-Scale LNG Carrier Annual Schedule or the latest version of the Small-Scale LNG Carrier Annual Schedule modified at the Shipper's initiative.

The Operator shall notify the Shipper without delay of the modifications to the Small-Scale LNG Carrier Annual Schedule.

## **7.2 Small-Scale LNG Carrier Monthly Schedule**

### **7.2.1 Shipper's Small-Scale LNG Carrier Monthly Schedule Request**

The Small-Scale LNG Carrier Monthly Schedule Requests for a Month M should be provided by the Shipper to the

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Operator by the twentieth (20<sup>th</sup>) day of Month M-1 at the latest.

All Small-Scale LNG Carrier Monthly Schedule Requests from Shippers will be processed by the Operator without any order of priority.

The Shipper shall provide the Operator with a Small-Scale LNG Carrier Monthly Schedule Request that shall include the following information for each of the Cargoes that the Shipper wishes to load at the Terminal during Month M :

- the required Small-Scale LNG Carrier Window of Arrival,
- the estimated Energy Content to be loaded,
- the name of the Small-Scale LNG Carrier ,
- if applicable, any technical constraint related to the planned Loading

In the absence of notification by the Shipper of a full Small-Scale LNG Carrier Monthly Scheduling Request within the time frame indicated, the Operator shall not notify any Loading and credit the Small-Scale LNG Carrier Subscription Account with all the Loadings scheduled during Month M in the latest Small-Scale LNG Carrier Annual Schedule notified.

### **7.2.2 Allocation of Small-Scale LNG Carrier Windows of Arrival by the Operator**

Unloadings scheduled during Month M by all ATM Shippers take priority over Small-Scale LNG Carrier Loadings. The Small-Scale LNG Carrier Monthly Schedule is drawn up taking into account the unavailability resulting from the scheduled Unloadings during Month M.

The Operator shall ensure, as far as possible, that the scheduling of Small-Scale LNG Carrier Loadings does not reduce the access capacities available for Unloading.

The Operator shall make all reasonable efforts to schedule the Loadings as close as possible to the date notified in the Small-Scale LNG Carrier Annual Schedule and to the Shipper's request under the Small-Scale LNG Carrier Monthly Schedule.

The Operator shall analyse in a non-discriminatory manner the compatibility of all requests for Small-Scale LNG Carrier Loadings. In the event of incompatibility of requests, the Operator shall propose adjustments to the Shippers concerned.

A request for a Small-Scale LNG Carrier Window of Arrival shall not be accepted by the Operator if it corresponds to a Window of Arrival allocated to another ATM Shipper or to an Small-Scale LNG Carrier Estimated Window of Arrival allocated to another Shipper under its Small-Scale LNG Carrier Annual Schedule.

As a last resort, the Operator sets the Small-Scale LNG Carrier Monthly Schedule.

### **7.2.3 Notification of the Small-Scale LNG Carrier 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 Small-Scale LNG Carrier Monthly Schedule, which shall include all of the Small-Scale LNG Carrier Monthly Schedule Request information and shall indicate:

- the Small-Scale LNG Carrier Windows of Arrival allocated and any specific associated constraints,
- the associated Energy Content

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

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

The Shipper may, at any time between notification of the Small-Scale LNG Carrier Monthly Schedule for Month M and the last day of Month M, ask to book a Loading operation for the period still to be covered until the last day of Month M. The request shall contain the information mentioned in paragraphs 7.2.1 of the present 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 Small-Scale LNG Carriers, 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 ATM Shipper or the Small-Scale LNG Carrier Windows of Arrival that are already scheduled for another Shipper.

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

The Shipper may, at any time between notification of the Small-Scale LNG Carrier Monthly Schedule for Month M

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and the last day of Month M, ask to change Small-Scale LNG Carrier Windows of Arrival and/or Quantities loaded scheduled for the period still to be covered until the last day of Month M with the exception of the Loadings scheduled under paragraph 7.1.3 of the present General Terms and Conditions. The change request shall contain the information mentioned in paragraphs 7.2.1. of the present General Terms.

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

The Operator shall make reasonable efforts to accept the Shipper's change request. However, the Operator should notably refuse it in the event that this change would lead to the Windows of Arrival already scheduled for another ATM Shipper or the Small-Scale LNG Carrier Windows of Arrival already scheduled for another Shipper having to be changed. Moreover, the Operator can refuse the Shipper's modification request if it destroys the available access capacity for an Unloading, if it leads to the scheduling of more than two (2) Loadings per Week or if a rescheduling request at the Shipper's initiative for Week W+1 is received after Wednesday at five (5) p.m. of Week W.

If the Operator accepts the Shipper's change request, one (or more) new Small-Scale LNG Carrier 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.

### **7.3.3 Weekly forecasts provided by the Operator**

On the basis of the Monthly Programs in force and insofar as this information is available, the Operator shall provide the Shipper, no later than Wednesday 10:00 a.m. of Week W, with forecasts of the available Small-Scale LNG Carrier Windows of Arrival and the estimated methane number for Week W+1. The said forecasts are provided solely for information purposes and are not binding on the Operator. In particular, for Weeks beginning at the end of Month M and extending into Month M+1, the Operator may provide, as far as possible, the forecasts referred to above, on the basis of the information available.

### **7.3.4 Modification of the Small-Scale LNG Carrier 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 Small-Scale LNG Carrier Monthly Schedule for Month M between the notification of the Small-Scale LNG Carrier Monthly Schedule for Month M and the last day of Month M under the circumstances described in Articles 13, 14 and 15 of the present General Terms and Conditions.

In order to preserve the priority given to Unloading, between the notification of the Small-Scale LNG Carrier Monthly Schedule and the third (3rd) day preceding the start of a Small-Scale LNG Carrier Window of Arrival, the Operator may adjust the latter within the limit of plus or minus eighteen (18) Hours in relation to the Small-Scale LNG Carrier Monthly Schedule or to the latest version of the Small-Scale LNG Carrier Monthly Schedule modified at the Shipper's initiative. The new Small-Scale LNG Carrier Monthly Schedule shall be notified to the Shipper as soon as possible, and at the latest two (2) Days before its (their) implementation. It shall contain the information listed in Paragraph 7.2.1 of the present General Terms and Conditions and shall also specify the reasons that led to the change.

## **7.4 Practical terms and conditions**

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

## **8 RECEPTION CONDITIONS**

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### **8.1 Small-Scale LNG Carrier Approval**

Only the Small-Scale LNG Carrier authorised by the Port Authorities and approved by the Operator in accordance with the Approval Procedure referred to in Appendix 1 shall be authorised to load LNG quantities at the Terminal. The Approval Procedure aims to study the technical compliance and to set up operational and safety procedures between the Small-Scale LNG Carrier and the Terminal.

The Operator reserves the right to check that all Small-Scale LNG Carrier is 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 Small-Scale LNG Carrier's access to the Terminal or to withdraw its Approval.

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



## **8.2 Operational conditions of Reception**

Operational conditions of Reception are defined in Appendix 1, article 3. They define in particular the way the Notice of Arrival is sent and the Loading operations procedures.

Neither the Operator nor its agents or employees can be held liable for the direct or indirect costs and expenses incurred by a Small-Scale LNG Carrier, its owners, operators, carriers or agents, in the event of a refusal to load all or part of the LNG Cargo, a delay to or interruption of the Loading, or an instruction to free the dock under the circumstances referred to in Paragraph 3.4 of Appendix 1, except in the event of fraud or wilful misconduct by the Operator.

## **8.3 Management of evaporations during Loading 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 1.

During Loading, 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 Small-Scale LNG Carrier. The evaporations thus generated are normally re-condensed according to the Terminal send-out rate.

The Operator warrants to the Shipper that the Terminal Operator shall use its reasonable efforts to minimise any necessary changes to the Shipper's send-out program under its ATM program to ensure the management of evaporation generated by the Loading.

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 Loading 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 8.4 of the present 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 1, the Operator may suggest to the Shipper to reduce the Loading rate. If the Shipper agrees, then it shall be liable for demurrage as provided for in Paragraph 8.4 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 added to the Loaded 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 Loading.

## **8.4 Small-Scale LNG Carrier Port Call Duration**

The Small-Scale LNG Carrier Port Call Duration is defined in Paragraph 3.6 of Appendix 1.

Except in a Force Majeure event, if the Effective Small-Scale LNG Carrier Port Call Duration exceeds the Small-Scale LNG Carrier 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 9.4.2 of the General Terms and Conditions.

Except in the event of application of Articles 13, 14 or 15 of the General Terms and Conditions, if the Effective Small-Scale LNG Carrier Port Call Duration exceeds the Small-Scale LNG Carrier Port Call Duration for causes attributable to the Operator, the Operator must pay demurrage to the Shipper, in accordance with Paragraph 9.4.2 of the General Terms and Conditions.

Except in a Force Majeure event, if the Effective Port Call Duration exceeds the Small-Scale LNG Carrier Port Call Duration for Specific Services, the Shipper shall pay the Operator for this Small-Scale LNG Carrier Port Call overrun in accordance with paragraph 9.4.1.

## **8.5 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 16 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 Small-Scale LNG Carrier and compliance by the Small-Scale LNG Carrier, 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 Small-Scale LNG Carrier by the Operator. They shall be used under the responsibility of the Shipper.

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The Small-Scale LNG Carrier must not be prevented from unberthing. Small-Scale LNG Carrier 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 Small-Scale LNG Carrier to use its own means to perform Loading without a gas arm.

If the gas arm is not available for Loading, the Operator and the Shipper shall consult each other to adapt the operational conditions of Loading. Failing agreement between the Parties within a time frame enabling compliance with the Port Call Duration, the Operator may ask the Shipper that the Small-Scale LNG Carrier uses its own resources to perform a Loading without the gas arm, provided that (i) when the unavailability of the gas arm reduces the Loading gas flow and (ii) this unavailability does not result from circumstances under Articles 13, 14 and 15, the flow taken into account for calculating the Small-Scale LNG Carrier Port Call Duration shall be the average flow observed during the Loading.

## **9 PRICES**

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### **9.1 Price structure**

The price amounts to the sum of the prices defined in paragraph 9.3 of the present General Terms and Conditions, minus any reductions, if applicable, from the minimum payment obligations in accordance with paragraph 9.2 of the General Terms and Conditions.

Any use of the capacity over and above the Number of Contractual Loadings (NCC) defined in the Small-Scale LNG Carrier Specific Conditions shall be invoiced at the tariff defined in the Small-Scale LNG Carrier Specific Conditions.

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

#### **9.2.1 Calculation of the Shipper's minimum payment obligations**

The minimum payment obligation relating to the Number of Contractual Loadings, expressed in euros (€), for a given Year is equal to :

$$PNC_A = NCC \times Tamm$$

Where  $PNC_A$  is the amount of the minimum payment obligation for Year A

NCC is the Number of Contractual Loadings for Year A, the value of which is defined in the Small-Scale LNG Carrier Specific Conditions

Tamm is the Small-Scale LNG Carrier Berthing Term, the value of which is defined in the Small-Scale LNG Carrier Specific Conditions

If the Small-Scale LNG Carrier Berthing Term (Tamm) changes during the Year, the minimum payment obligation is established by replacing Tamm by the average of the values of this term over the Year, weighted by the number of Months.

The minimum payment obligation relating to each Year of the Contract is specified in the Small-Scale LNG Carrier Specific Conditions

#### **9.2.2 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 below.

In the event of application of Article 13 of the General Terms and Conditions, except for the circumstance referred to in f) of paragraph 13.1, or in the event of application of Articles 14 or 15 of the General Terms and Conditions or in the event of default by the Operator, the quantities that could not be loaded due to the occurrence of an event or circumstance that falls under said Articles or failure by the Operator shall be deducted from the Number of Contractual Loadings when calculating the minimum payment obligations under Paragraph 9.2 of the General Terms and Conditions.

The postponement of Loadings subscribed but not scheduled as described in paragraph 7.1.3 shall not result in a reduction in the Shipper's minimum payment obligations.

## **9.3 Applicable Prices**

### **9.3.1 Price proportional to the Number of Loadings**

For each Month M, the Price proportional to the Number of Loadings ( $PNC_M$ ), expressed in euros (€), is equal to :

$$PNC_M = Tamm \times NC_M$$

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Where TMM is Small-Scale LNG Carrier Berthing Term, the value of which is defined in the Small-Scale LNG Carrier Special Conditions

N<sub>M</sub> is the sum of :

- the number of Loadings carried out, minus Loadings scheduled under the Postponement of booked but not scheduled Loadings in accordance with paragraph 6.2.3,
- the number of Late Cancellations.

When invoicing the Small-Scale LNG Carrier Specific Services for the month of December of Year N, the Operator shall invoice the Shipper for the difference, if positive, between the minimum payment obligation for Year N, as defined in sub-clause 9.2.1 hereof, and the sum of the Prices proportional to the Number of Loads (PNC<sub>M</sub>) already invoiced for Year N.

### 9.3.2 Price proportional to the Quantity Loaded

For each Month M, the Price proportional to the Quantity Loaded (PQC<sub>M</sub>), expressed in euros (€), is equal to

$$PQC_M = QC_M * TQCM$$

Where QC<sub>M</sub> is the sum of the Quantities Loaded in the Month

TQCM is the Small-Scale LNG Carrier Loaded Quantity Term, the value of which is defined in paragraph 9.3.3. hereof.

### 9.3.3 Values of tariff terms

The TMM and TQCM values are defined by applying the following formula:

$$TMM = TMM_0 \times \left( 0.65 + 0.35 \times \frac{ICHTrevTS}{ICHTrevTS_0} \right)$$

$$TQCM = TQCM_0 \times \left( 0.65 + 0.35 \times \frac{ICHTrevTS}{ICHTrevTS_0} \right)$$

In which:

TMM<sub>0</sub> = Reference Small-Scale LNG Carrier Berthing Term for the period in question, as defined in the Special Terms and Conditions.

TQCM<sub>0</sub> = Reference Small-Scale LNG Carrier Loaded Quantity Term for the period in question, as defined in the Special Terms and Conditions.

ICHTrevTS = latest representative value of the Index of the 'Revised Hourly Cost of Labour for All Employees, mechanical and electrical industries heading' or equivalent value, known at the time of the annual revision of the price in question and published by INSEE [identifier INSEE 001565183]

ICHTrevTS<sub>0</sub> = value of ICHTrevTS in July 2021.

The TMM and TQCM values are revised annually, when the first invoice of each Year is issued.

## 9.4 Demurrage and Overrun of Small-Scale LNG Carrier Port Call

### 9.4.1 Overrun of Small-Scale LNG Carrier Port Call Duration related to a Small-Scale LNG Carrier Specific Service

In the event that overrun of Small-Scale LNG Carrier Port Call Duration related to a Small-Scale LNG Carrier Specific Service is incumbent upon the Shipper, in accordance with article 8.4 of the General Terms and Conditions, calculation of demurrage shall take place in proportion to the number of Hours' overrun of the Small-Scale LNG Carrier Port Call Duration rounded off to the next Hour.

Every Hour of Small-Scale LNG Carrier Port Call overrun shall be invoiced at a price of 3,300 €/h.



#### **9.4.2 Demurrage**

In the event of calculation of demurrages, in accordance with article 8.4 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. The amount of demurrage due is determined according to the Capacity of the Vessel affected by the delay :

- For Vessels for which the Vessel Capacity is less than 40,000 m³: €10,000/Day
- For Vessels for which the Vessel Capacity is less than 90,000 m³: €40,000/Day
- For Vessels for which the Vessel Capacity is between 90,000 m³ and 175,000 m³: €65,000/Day
- For Vessels for which the Vessel Capacity exceeds 175,000 m³: €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.

## **10 INVOICING AND PAYMENT METHODS**

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### **10.1 Payment Guarantee**

#### **10.1.1 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 Loading 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 & Poor's) 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 & Poor's) 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 & Poor's) or Aa3 (Moody's), to the extent that the company does not have its registered office in an OECD country.

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 Small-Scale LNG Carriers is known as the Small-Scale LNG Carrier Annual Schedule or, failing that, as the Small-Scale LNG Carrier Monthly Schedule: equal to 100% of the minimum payment obligation as defined in paragraph 9.2 of the Small-Scale LNG Carrier General Terms and Conditions for the Year under consideration ;
- (ii) for the Contract period for which the scheduling of the Small-Scale LNG Carriers shall be unknown: equal to 100% of the minimum payment obligation as defined in paragraph 9.2 of the Small-Scale LNG Carrier General Terms and Conditions, calculated for a maximum period of 4 Years.

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

#### **10.1.2 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 10.1.1 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 & Poor's) or A3 (Moody's)
- The amount defined in (ii) of Paragraph 10.1.1 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 & Poor's) 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.

### **10.1.3 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 Loading 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 end of the Year of the subscription.

## **10.2 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:

- the various price terms, in accordance with the structure described in paragraph 9.1 of the General Terms and Conditions,
- where applicable, the amount related to the minimum payment obligations determined under paragraphs 9.2 and 9.3 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 8.3, 8.4 and 9.4 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 18 of the General Terms and Conditions.

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 Small-Scale LNG Carrier 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.

## **11 DETERMINATION OF LOADED QUANTITIES**

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### **11.1 Determination of Loaded Quantities**

#### **11.1.1 Cargo inspection operations**

The Operator and the Shipper shall perform two Cargo inspection operations, respectively before and after the Loading, on board the Small-Scale LNG Carrier in accordance with Appendix 2. These operations shall involve taking gauging, temperature and ceiling pressure measurements in the Small-Scale LNG Carrier's tanks. A quantity certificate included in the Cargo Report as defined in Appendix 2 and containing the results of these measurements shall be drawn up and signed by the Shipper and the Operator at the end of the Loading.

If the liquid level that is detected in a Small-Scale LNG Carrier's tank during the Cargo inspection procedure is below the minimum measurable by the Small-Scale LNG Carrier's level gauges, the total volume before Loading 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 Loading 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 Loading. In this case, the last inspection performed will be binding in terms of determining the Loaded Quantities.

#### **11.1.2 Measurement of the characteristics of the loaded LNG and the return gas**

In order to measure the characteristics of the loaded LNG, samples of LNG shall be taken and vaporised from a tap located between the loading arms and the Terminal's storage tanks. The Operator shall use the sampling method described in Appendix 2.

In order to measure the characteristics of the gas returned by the Small-Scale LNG Carrier 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 2 based on measurements referenced to the first section of this paragraph.

The LNG density shall be calculated in accordance with Appendix 2 based on the measurements mentioned in paragraph 11.1.1 of the General Terms and Conditions.

#### **11.1.3 Determination of the Loaded Quantity, Cargo Report**

Following Loading, a Cargo Report, as defined in Appendix 2, 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.

This shows the Cargo Methane Index, calculated using the PKI method.

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

#### **11.2.1 Reception Measuring System and rectification of measurements by the Operator**

The Reception Measuring System and the calibration principles for analysers are described in Appendix 2.

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.

#### **11.2.2 Verification and correction of measurements at the request of the Shipper**

The Shipper may assist with the measurements taken on the Terminal. 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 Loaded Quantity that is less than or equal to 1%, and subject to the accuracy of the

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Small-Scale LNG Carrier's measuring systems being compliant with Appendix 2, 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 Loaded Quantity that is strictly higher than 1%, and if there is no agreement otherwise between the Operator and the Shipper, the Loaded 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.

### **11.2.3 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 Loaded Quantities.

## **12 TITLE, CUSTODY, RISK OF LOSS AND COMMINGLING**

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### **12.1 Rights concerning the gas and administrative authorisations**

The Shipper certifies that it holds the rights to the LNG and/or Natural Gas, the permits and administrative authorisations necessary to enable it to carry out Loading at the Terminal, and undertakes to compensate the Operator for the consequences attributable to the absence of said permits and authorisations.

The Shipper shall guarantee the Operator against the financial consequences of any recourse by a third party or payment of compensation to a third party claiming rights over the LNG and/or Natural Gas owned by the Shipper.

### **12.2 Title to LNG**

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

### **12.3 Custody and risk of loss of LNG**

The custody and all related risks, including the risk of loss, of the LNG are dealt with under the ATM Contract.

### **12.4 Commingling of LNG in the Terminal**

The Shipper acknowledges that its LNG is commingled in the Terminal with LNG of other Shippers and/or ATM Users as well as the operation quantity of LNG of the Operator.

## **13 FORCE MAJEURE AND SUSPENSION OF CONTRACTUAL OBLIGATIONS**

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### **13.1 Force Majeure Events**

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

- 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;
- 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,
  - 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

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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.

### **13.2 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 9.2.3 of the General Terms and Conditions (occurrence of the circumstance referred to in f) of Paragraph 13.1).

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.

### **13.3 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:

- the description of the event or circumstance invoked,
- the date of the Day when the event or circumstance invoked occurred,
- for the Operator, the foreseeable consequences for its contractual obligations (Reception, Send-Out),
- 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.

## **14 MAINTENANCE OF THE TERMINAL AND OTHER WORK**

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### **14.1 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 Program of Work shall contain the following information:

- Brief description of the work,
- Duration of the work,
- 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:

- The work shall be carried out, as a priority, between 1 April and 31 October,
- The schedule shall be optimised as much as possible so as to minimise the impact on the service provided,
- 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. This modification cannot call into question the Windows of Arrival and Small-Scale LNG Carrier Windows of Arrival already scheduled. Where possible, the Operator shall inform the Shipper thereof, giving a 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.

## **14.2 Unscheduled work**

The Operator may at any time decide to carry out work that was not foreseeable when the Program 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.

## **15 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 Small-Scale LNG Carrier.

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 Loadings. 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.

## **16 LIABILITY AND INSURANCE**

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### **16.1 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.

### **16.2 Liability between the Parties**

The Operator shall not be liable for the quality of the LNG. The Shipper waives any recourse against the Operator in this respect. In particular, the Shipper shall be responsible for any material damage caused to the installations of which it is the owner or custodian when such damage is related to the quality of the LNG loaded.

#### **16.2.1 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.

#### **16.2.2 Material damage**

The Operator shall bear the cost of any material damage that it may cause to the Shipper during the marketing of the Small-Scale LNG Carrier Loading Service and the Small-Scale LNG Carrier Specific Services, which are the subject of the Contract, up to a limit of two million five hundred thousand (2,500,000) euros per event. The Shipper



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and its insurers waive any recourse against the Operator and its insurers, beyond this limit, in respect of the said damage.

The Terminal Operator shall bear the cost of any material damage that it may cause to the Small-Scale LNG Carrier in the context of the performance of its obligations under the Contract up to a limit of one hundred and fifty million (150,000,000) Euros per event. Consequently, the Shipper and its insurers waive any recourse against the Terminal Operator and its insurers above this limit and guarantee the Terminal Operator and its insurers against any recourse by third parties to the Contract and in particular, where applicable, by the owner and/or operator of the Small-Scale LNG Carrier (Shipowner, Charterer, etc.), in respect of the said damage.

The Shipper shall bear the cost of material damage caused to the Terminal in the context of the performance of its obligations under the Contract, regardless of who caused the said material damage and in particular the Vessel Operator, the Charterer, the Captain, the Authorities and the Port Services, up to a limit of one hundred and fifty million (150,000,000) Euros per event and under the conditions specified in Article 20.2.2 "Material damage" of the ATM Contract. Consequently, the Terminal Operator and its insurers waive any recourse against the Shipper and its insurers beyond this limit in respect of the said damage.

### **16.2.3 Consequential damage**

The Operator, the Terminal 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 Terminal 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 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.

### **16.2.4 Limits**

The liability of the Operator and the Shipper in virtue of Paragraph 16.2.3 shall however be limited to:

- per event, 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.

## **16.3 Insurance**

Each Party must take out the insurance policies that are necessary to cover the risks born 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 16 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.

## **17 CONTRACT REVISION**

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### **17.1 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.

### **17.2 Other revision situations**

Any modification of the Contract shall be the subject of an amendment duly signed by both Parties.

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 1 and 2,
- (ii) the improvement of Terminal safety,
- (iii) any evolution made necessary by an ATM Contract evolution.

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

## **18 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.

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

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

## **20 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 Small-Scale LNG Carrier or its Cargo (running aground, etc.) and that occurs before the Arrival of the Small-Scale LNG Carrier 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.

## **21 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 :

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

## **22 TERMINATION**

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### **22.1 Termination for breach**

In the event of a serious breach or repeated breaches by one of the Parties of its obligations under the Contract, 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 a breach of the Shipper's obligations concerning the Payment Guarantee,
- o payment default of a due amount for a period of thirty (30) consecutive days, with the Operator being entitled to suspend the Loading service during the period of non-payment,



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

- interruptions of service due to negligence or wrongful behaviour by the Operator for quantities loaded that represent on an average more than 30% of the quantities subscribed 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 9.2 of the General Terms and Conditions for the remaining contractual period. The Shipper shall undertake to pay, at the latest ten (10) 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.

### **22.2 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.

### **22.3 Termination of the ATM Contract**

Termination of the ATM Contract shall result in automatic termination of the Small-Scale LNG Carrier Loading Contract. The occurrence of such a termination shall render all the sums owed by the Shipper under the Contract immediately payable.

## **23 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.

## **24 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.

## 25 MISCELLANEOUS

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### 25.1 Divisibility

If any one of the provisions of the Contract or the ATM 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 or the ATM 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 or the ATM Contract.

### 25.2 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.

## 26 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 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 breach of Personal Data, the Parties shall notify each other within 48 (forty-eight) hours of its knowledge.

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 with each other to enable the Party affected 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.

## **27 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.