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2 DEFINITIONS AND UNITS

2.1 Definitions

<i>Gas Reference Price (GRP)</i>	<i>Weighted average price of gaseous fuel purchased by the TSO, published on the TSO's website and determined in accordance with the methodology specified in IRiESP.</i>
<i>Natural gas</i>	<i>Methane-rich natural gas processed as a result of LNG regasification.</i>
<i>Terminal Instructions</i>	<i>Instructions for Traffic and Operation of the Terminal issued by the Operator, constituting bylaws for the provision of regasification and additional services.</i>
<i>IRiESP</i>	<i>Instructions for Traffic and Operation of the Transmission Network applied by the Transmission System Operator (TSO).</i>
<i>Load</i>	<i>Quantity of LNG in the tanker earmarked for delivery to the terminal</i>
<i>Contractual capacity</i>	<i>Maximum quantity of gaseous fuel with the quality parameters specified in IRiESP under normal conditions which can be collected at the exit point within one hour, set in accordance with clause Błąd! Nie można odnaleźć źródła odwołania..</i>
<i>Minimum regasification capacity</i>	<i>Minimum regasification capacity construed as the minimum quantity of gaseous fuel under normal conditions which can be collected at the exit point within one hour, set in accordance with clause Błąd! Nie można odnaleźć źródła odwołania..</i>
<i>Average regasification capacity</i>	<i>Average regasification capacity construed as the average quantity of gaseous fuel under normal conditions which can be collected at the exit point within one hour, set in accordance with clause Błąd! Nie można odnaleźć źródła odwołania..</i>

Nomination	<i>Representation submitted by the User to the Operator regarding the quantity of gaseous fuel to be transferred to the exit point, approved in accordance with clause Błąd! Nie można odnaleźć źródła odwołania..</i>
Gaseous fuel	<i>Methane-rich natural gas processed as a result of regasification of LNG with the parameters specified in IRIESP.</i>
Technical parameters of tankers	<i>Volume, length, width, draft, type of manifolds, technical parameters of unloading equipment (including pumps together with their capacity) installed on the tanker.</i>
Settlement period	<i>Time specified in the tariff or in the regasification agreement during which settlement for regasification services or additional services will be performed.</i>
Regasification period	<i>Time specified in the regasification agreement during which the unloaded quantity or quantities of LNG will be regasified and transferred to the exit point, decreased by the amount of natural gas sold to the Operator in accordance with clause Błąd! Nie można odnaleźć źródła odwołania..</i>
Operator	<i>Polskie LNG Sp. z o.o. – energy company operating a business of unloading, in-process storage and regasification of LNG, responsible for operating the terminal.</i>
Transmission System Operator (TSO)	<i>Operator Gazociągów Przesyłowych Gaz-System S.A. – energy company operating a business of gaseous fuel transmission, responsible for network traffic in the transmission system.</i>
Port/ unloading port	<i>Water and land areas with the related port infrastructure located within the administrative boundaries of the port, including the unloading berth.</i>
Exit point	<i>Place of delivery of gaseous fuel from the terminal to the transmission system located at the first cut-off fittings after the measurement station.</i>
Arrival timeframe	<i>7-day period during which a Notice of Readiness will be submitted and the tanker will arrive at the unloading berth and will be unloaded and unmoored in accordance with the regasification agreement or with the framework and monthly schedules of arrivals.</i>

<i>Gas year</i>	<i>Period from 10 p.m. on 31 December of the year preceding the current year to 10 p.m. on 31 December of the current year.</i>
<i>Liquefied natural gas/ LNG</i>	<i>Liquefied natural gas with the quality parameters specified in clause 6.5</i>
<i>Surveyor</i>	<i>Entity confirming, in a manner binding for the parties, the results of measurements taken on the tanker, selected by the Terminal User from the list published by the Operator.</i>
<i>Unloading berth</i>	<i>Equipment for unloading LNG from the tanker, located at the handling wharf in Świnoujście.</i>
<i>Transmission system</i>	<i>High pressure gas network whose network traffic is the responsibility of the TSO.</i>
<i>Emergency situation</i>	<i>Situation causing a loss of technical performance of the installations of the terminal or causing a direct threat to the life, health, property, environment or an urgent need to counteract the occurrence of such threats or to avoid them and remove the consequences caused by their occurrence, resulting in limitations to unloading, in-process storage, regasification or delivery to the exit point or provision of additional services.</i>
<i>Tariff</i>	<i>Set of prices and fee rates with conditions for their application prepared by the energy company and introduced as applicable to settlements with the Terminal User.</i>
<i>Terminal</i>	<i>Installation for unloading and regasification of LNG together with installations for in-process storage of LNG and equipment for provision of additional services.</i>
<i>Regasification agreement</i>	<i>Agreement to provide natural gas liquefaction services concluded between the Terminal User and the Operator, governing the provision of regasification services or the provision of regasification services and additional services.</i>
<i>Additional services</i>	<i>Services provided by the Operator and consisting of the reloading of LNG to tank trucks and other services specified in the Terminal Instructions and the tariff.</i>
<i>Regasification services</i>	<i>Services of a package nature provided by the Operator and consisting of unloading the tanker, in-process storage and regasification of LNG and delivery of natural gas to the exit point.</i>

<i>Energy Law Act</i>	<i>Energy Law Act of 10 April 1997 (consolidated version: Journal of Laws of 2006 No. 89 clause 625, as amended).</i>
<i>Terminal User</i>	<i>Natural or legal person or organizational unit not holding legal personality but holding legal capacity using the regasification services or additional services pursuant to an agreement entered into with the Operator.</i>
<i>Normal conditions</i>	<i>Reference conditions for settlement purposes: absolute pressure of 101.325 kPa and temperature of 273.15 K.</i>
<i>Unloaded quantity of LNG</i>	<i>Quantity of LNG unloaded from the tanker, determined in accordance with the provisions of clause 6.7.</i>
<i>LNG transport set/ tank truck</i>	<i>Set adapted for transporting LNG.</i>
<i>Capacity of the terminal installations</i>	<i>Capacity specified for the terminal which may be offered by the Operator for unloading, in-process storage and regasification of LNG and provision of additional services.</i>
<i>Limitations management</i>	<i>Activity performed by the Operator as part of its provision of regasification services aimed at ensuring optimum and maximum use of the capacity of the terminal installations while taking into consideration the integrity and safe operation of the installations.</i>

2.2 Units applied

Volume	– cubic meter (m ³) (measured under normal conditions)
Temperature	– degree Celsius (°C), kelvin (K)
Time	– hour (h)
Length	– meter (m), inch
Energy	– joule (J) and its derivatives (e.g. megajoule), kWh
Mass	– gram (g) and its derivatives (e.g. kg – kilogram, mg – milligram, µg – microgram)
Pressure	– pascal (Pa) and its derivatives (e.g. MPa – megapascal)

3 GENERAL PROVISIONS

3.1 Introduction

- 3.1.1 The Operator provides regasification services and additional services to the Terminal User pursuant to the regasification agreement, in accordance with the terms and conditions set forth in the Terminal Instructions and the tariff.
- 3.1.2 The Terminal Instructions are bylaws in the meaning of Article 384 § 1 of the Civil Code, stipulating in particular:
 - 3.1.2.1 rights and obligations of the Operator and the Terminal User,
 - 3.1.2.2 terms and conditions of providing regasification services and additional services,
 - 3.1.2.3 processes necessary for safe and effective provision of regasification services and additional services,
 - 3.1.2.4 scope of the Operator's cooperation with the TSO and entities participating in port and maritime trade.
- 3.1.3 The Terminal Instructions are delivered to the Terminal Users at the execution of the regasification agreement and framework agreement and are published on the Operator's website.
- 3.1.4 Pursuant to the regasification agreement executed with the Operator, the Terminal Users are obligated to apply all provisions of the Terminal Instructions.
- 3.1.5 The Terminal Instructions and supplementary documents are drawn up in the Polish and English language versions. The Parties shall be bound by the Polish language version. The documents in English are for information purposes only and are not binding.
- 3.1.6 The current and previous versions of the Terminal Instructions are published on the Operator's website.
- 3.1.7 Any norms referred to in the Terminal Instructions whose application is voluntary shall be construed as norms expressly referred to or norms that have replaced them.

3.2 Rights and obligations of the Operator

- 3.2.1 With respect to the conduct of its business activity, the Operator holds the legally required permits and concessions.
- 3.2.2 By applying objective and transparent rules ensuring equal treatment of the Terminal Users and taking into consideration the environment protection requirements, the Operator shall be responsible for:
 - 3.2.2.1 safety of the terminal's operation,
 - 3.2.2.2 performance of the regasification agreements entered into with the Terminal Users,
 - 3.2.2.3 use, maintenance and repairs of the terminal in a manner guaranteeing reliability of its operation,
 - 3.2.2.4 cooperation with the TSO, energy companies and entities participating in port and maritime trade to ensure reliable and effective operation of the terminal,
 - 3.2.2.5 offering the capacity of the terminal installations,
 - 3.2.2.6 providing regasification services and additional services,
 - 3.2.2.7 managing limitations of the terminal,
 - 3.2.2.8 providing the Terminal Users, the TSO and interested entities with information on the terms and conditions of providing regasification services and additional services.
- 3.2.3 The Operator provides regasification services and additional services in such a manner as to ensure integrity and proper operation of the terminal.
- 3.2.4 In the event of an emergency situation, the Operator shall take necessary action in order to restore proper operation of the terminal.
- 3.2.5 On its website, the Operator shall publish information specified by the Regulation (EC) No. 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005.

3.3 Rights and obligations of the Terminal User

- 3.3.1 The Terminal User shall use regasification services or additional services in accordance with the rules stipulated by law, in the Terminal Instructions and in the regasification agreement. The Terminal User shall be obligated to pay the Operator the fees specified in the tariff, the Terminal Instructions and the regasification agreement.
- 3.3.2 As a user of regasification services or additional services, the Terminal User shall be obligated to observe the provisions of the Terminal Instructions, in particular to:
- 3.3.2.1 deliver for unloading LNG with the quality parameters specified in clause **Błąd! Nie można odnaleźć źródła odwołania.**,
 - 3.3.2.2 collect, at the exit point, gaseous fuel in quantities specified in approved nominations,
 - 3.3.2.3 refrain from exceeding the contractual capacity and observe the minimum regasification capacity,
 - 3.3.2.4 take into account, in its submitted arrival schedules and nominations, limitations introduced by the Operator in accordance with the provisions of the Terminal Instructions,
 - 3.3.2.5 immediately inform the Operator of any changes in the formal and legal terms and conditions forming the basis for executing the regasification agreement as long as they are of material importance for the regasification service being provided,
 - 3.3.2.6 ensure the possibility of round-the-clock contact with the Terminal User in the event of emergency events affecting the provision of regasification services or additional services,
 - 3.3.2.7 immediately perform instructions of the Operator's controller services, which with respect to the tanker may concern its stay in the port, including at the unloading berth, and efficient or safe unloading,
 - 3.3.2.8 ensure the performance of instructions of the Operator's controller services by the tanker's captain or entities collecting gaseous fuel and acting upon orders from or in favor of the Terminal User.

3.4 Supplementary documents

3.4.1 The following are supplementary documents:

3.4.1.1 Terminal diagram,

3.4.1.2 Application form for the provision of regasification services,

3.4.1.3 Application form for the execution of a framework agreement,

3.4.1.4 Model regasification agreements,

3.4.1.5 Order form for spot services,

3.4.1.6 Spot services order confirmation form,

3.4.1.7 Tanker authorization application,

3.4.1.8 Entry declaration form,

3.4.1.9 Captain's declaration form,

3.4.1.10 Check list form,

3.4.1.11 Unloading program form,

3.4.1.12 Form of a notice of readiness for unloading.

3.4.2 The supplementary documents are published on the Operator's website.

4 GENERAL TERMS AND CONDITIONS OF PROVISION OF SERVICES

4.1 Range of provided services

- 4.1.1 The Operator provides regasification services and additional services.
- 4.1.2 Such services are provided to the extent resulting from the technical capacity of the terminal installations, the technical parameters of the equipment installed on the tanker (pumps in particular) and in the transmission system at the exit point.
- 4.1.3 Regasification services are of a package nature and consist of:
 - 4.1.3.1 unloading LNG from the tanker into the terminal tanks,
 - 4.1.3.2 in-process storage of the unloaded LNG quantity in the terminal tanks,
 - 4.1.3.3 LNG regasification,
 - 4.1.3.4 delivery of natural gas to the exit point.
- 4.1.4 Within the framework of LNG unloading, the Terminal User is provided with the infrastructure allowing the unloading of LNG from the tanker, the possibility of:
 - 4.1.4.1 arrival at the unloading berth for the tanker which has obtained authorization within the agreed arrival timeframe;
 - 4.1.4.2 LNG unloading with the use of three unloading arms with the diameter of 16 inches each and the capacity of 4,000 m³ of LNG/h each;
 - 4.1.4.3 the tanker remaining at the unloading berth for a time necessary to perform unloading but not longer than 48 hours;
- 4.1.5 Within the framework of the regasification service, the Operator shall ensure the possibility of in-process storage of the unloaded LNG quantity for a time necessary for regasification of that quantity under the average regasification capacity and for reloading onto tank trucks.

- 4.1.6 For each Terminal User, the Operator shall set the contractual capacity and the minimum capacity and the average regasification capacity, while observing the rules set forth in clause 7.1.
- 4.1.7 The Operator shall provide regasification services:
- 4.1.7.1 of a long-term nature for Terminal Users ensuring at least such a quantity of LNG loads during the relevant gas year that the average regasification capacity throughout the gas year is at least 150,000 m³/h of natural gas. Under the long-term regasification service, the Operator shall ensure continuous provision of the ordered regasification service throughout the gas year, except when pre-arranged work is conducted in the terminal installations or during emergency situations or when limitations are in effect in accordance with the provisions of the Terminal Instructions;
- 4.1.7.2 of the spot type, for Terminal Users ensuring a single delivery or multiple deliveries, under which each unloaded LNG quantity shall be regasified within the set regasification period. During the regasification period, the Operator shall ensure continuous provision of the ordered regasification service, except when pre-arranged work is conducted in the terminal installations or during emergency situations or when limitations are in effect in accordance with the provisions of the Terminal Instructions.
- 4.1.8 The primary period of provision of the regasification services is the gas year. In an agreement, the Parties shall set the regasification period. Settlements for regasification services and additional services shall be performed in the settlement periods.
- 4.1.9 Regasification services or additional services are provided by the Operator pursuant to the regasification agreement entered into with the Terminal User. The rules of service provision under the framework agreement are set forth in clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 4.1.10 In order to ensure a non-discriminatory treatment of all entities requesting the execution of a regasification agreement, the Operator shall apply standard regasification agreement forms published on the Operator's website.
- 4.1.11 The Operator shall provide long-term services under a long-term regasification agreement executed for:
- 4.1.11.1 a definite term of one year or longer,
- 4.1.11.2 an indefinite term..
- 4.1.12 The Operator shall provide spot services under:

- 4.1.12.1 a short-term regasification agreement executed for a term shorter than one year,
 - 4.1.12.2 an order and a confirmation of an order for spot services rendered under a framework agreement,
 - 4.1.12.3 an order and a confirmation of an order for spot services rendered under a long-term regasification agreement.
- 4.1.13 Under the regasification agreement entered into with the Operator, the Terminal User shall be entitled to:
- 4.1.13.1.1 in the case of using long-term regasification services provided pursuant to long-term agreements executed for a definite term – the number of tanker arrivals at the unloading wharf and the unloading of the specified volume of LNG loads in the individual months of each gas year during the term of the regasification agreement, the average regasification capacity determined for each gas year during the term of the regasification agreement and the contractual capacity, all set in the agreement;
 - 4.1.13.1.2 in the case of using long-term regasification services provided pursuant to long-term agreements executed for an indefinite term – the number of tanker arrivals at the unloading wharf and the unloading of the specified volume of LNG loads in the individual months until the end of the first full gas year of the term of the regasification agreement, the average regasification capacity for the whole term of the regasification agreement and the contractual capacity, all set in the agreement;
 - 4.1.13.1.3 in the case of using spot services provided pursuant to short-term agreements – the number of tanker arrivals at the unloading wharf and the unloading of the specified volume of LNG loads in the individual regasification periods, the average regasification capacity and the contractual capacity in the individual regasification periods;
- 4.1.13.2 in the case of using spot services provided pursuant to an order and confirmation of an order for spot services provided pursuant to the framework agreement or long-term regasification agreement – the tanker's arrival at the unloading wharf within the framework of periodic arrivals and the unloading of the specified volume of LNG load and the contractual and average regasification capacity in the regasification period.
- 4.1.14 Additional services consist of reloading LNG onto tank trucks, customization of the qualitative parameters of the regasified LNG to the requirements of IRiESP to reduce the Wobbe index by adding nitrogen and other services specified in the Terminal Instructions or the tariff.

4.1.15 Detailed information on provision of additional services shall be specified in the regasification agreement.

4.2 LNG-related rights and transfer of risk

4.2.1 The Terminal User assures that it is entitled to disposing of the load and gaseous fuel, in particular to:

4.2.1.1 deliver LNG to the Operator for unloading, regasification and provision of other services specified in the agreement,

4.2.1.2 resell the unloaded LNG or gaseous fuel to the Operator.

4.2.2 The Terminal User holds permits and approvals of the relevant administration authorities, including customs and tax authorities, for performing unloading and regasification operations and shall pay the Operator for all damages or costs incurred by the Operator in the event of a lack of such permits or approvals.

4.2.3 The Parties agree that all risk:

4.2.3.1 associated with the unloaded LNG shall be transferred to the Operator upon the introduction of the LNG into the unloading arms at the connection flanges;

4.2.3.2 associated with the gaseous fuel shall be transferred to the Terminal User upon its exit from the terminal at the exit point;

4.2.3.3 associated with the LNG unloaded onto tank trucks shall be transferred to the Terminal User upon the delivery of the LNG to the carrier at the moment the loaded tank truck leaves the scale.

4.3 Regasification agreement execution procedure

4.3.1 The capacity of the terminal installations may be allocated under an open season procedure in accordance with the rules set forth in the procedure bylaws. Any capacity of the terminal installations unallocated under the open season procedure shall be offered in accordance with the rules described in clauses **Błąd! Nie można odnaleźć źródła odwołania.** to **Błąd! Nie można odnaleźć źródła odwołania.**

4.3.2 The below-described procedure for executing regasification agreements shall be applied to execute long-term, short-term and conditional regasification agreements. The provisions of clauses **Błąd! Nie można odnaleźć źródła**

odwołania., Błąd! Nie można odnaleźć źródła odwołania., Błąd! Nie można odnaleźć źródła odwołania. and **Błąd! Nie można odnaleźć źródła odwołania.** shall be applied to execute the framework agreement within the scope set forth in clause **Błąd! Nie można odnaleźć źródła odwołania..**

4.3.3 The following provisions of the Terminal Instructions shall not apply to orders or allocations of the capacity of the terminal installations under the 2009 Procedure for Offering an LNG Terminal in Świnoujście on an Open Season Basis: clauses **Błąd! Nie można odnaleźć źródła odwołania., Błąd! Nie można odnaleźć źródła odwołania., Błąd! Nie można odnaleźć źródła odwołania., Błąd! Nie można odnaleźć źródła odwołania., Błąd! Nie można odnaleźć źródła odwołania., Błąd! Nie można odnaleźć źródła odwołania., Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania..** The provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.** shall not apply to agreements executed under the 2009 Procedure for Offering an LNG Terminal in Świnoujście on an Open Season Basis. Orders for additional services of adding nitrogen to the natural gas to reduce the Wobbe index should be submitted no later than under the 2009 Procedure for Offering an LNG Terminal in Świnoujście on an Open Season Basis; the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.** shall not apply in this respect.

4.3.4 Formal and legal terms

4.3.4.1 The entity requesting the provision of regasification services or regasification services and additional services shall submit to the Operator an application for provision of the regasification service using the then valid forms published on the Operator's website.

4.3.4.2 In the application for provision of the regasification service, the following should be indicated:

4.3.4.2.1 the applicant's data;

4.3.4.2.2 for long-term agreements executed for a definite term – information regarding each gas year of validity of the regasification agreement, for long-term agreements executed for an indefinite term (without prejudice to clause **Błąd! Nie można odnaleźć źródła odwołania.**) – information regarding the period until the end of the first full gas year of validity of the regasification agreement, for short-term agreements – information regarding the full term of validity of the regasification agreement;

4.3.4.2.3 size and quantity of LNG loads supplied to the terminal in terms of energy and volume units;

4.3.4.2.4 proposed schedule of tankers' arrivals at the unloading berth and tankers' technical parameters;

- 4.3.4.2.5 ordered contractual capacity for the term of validity of the agreement;
- 4.3.4.2.6 average regasification capacity;
- 4.3.4.2.7 LNG quality parameters (source of origin and chemical composition for each LNG load);
- 4.3.4.2.8 demand for additional services.
- 4.3.4.3 Attached to the application should be the documents referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** and the representation on the selection of a form of financial security referred to in clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 4.3.4.4 The following documents should be attached to the application for provision of the regasification service:
 - 4.3.4.4.1 current excerpt from the business register or the pertinent register confirming the applicant's legal personality or legal capacity,
 - 4.3.4.4.2 power of attorney or other documents confirming the right of the persons representing the entity to contract liabilities on its behalf,
 - 4.3.4.4.3 document confirming the assignment of the tax identification number for the purposes of value added tax for entities with the registered office in the European Union countries,
 - 4.3.4.4.4 certificate of assignment of the REGON statistical number – for entities with the registered office in the Republic of Poland,
 - 4.3.4.4.5 agreement executed by the entity requesting the provision of regasification services or by the entity acting on its behalf with the TSO, confirming the TSO's obligation to collect gaseous fuel from the terminal at the exit point, with the specified contractual capacity, in particular the conditional agreement.
- 4.3.4.5 The documents referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** should be presented in the form of an original, a notarized official copy or a photocopy certified as being compliant with the original by a legal advisor or attorney.
- 4.3.4.6 Complete applications for the provision of the regasification service may be submitted within the following deadlines:

- 4.3.4.6.1 in the case of an application regarding the execution of long-term agreements – no earlier than 4 years before the anticipated date of commencement of the provision of the regasification service and no later than by 31 August of the gas year preceding the gas year of commencement of the provision of the regasification service;
- 4.3.4.6.2 in the case of an application regarding the execution of short-term agreements – at any time but no earlier than one month before the end of the gas year preceding the gas year of commencement of the provision of the regasification service;
- 4.3.4.6.3 in the case of an application regarding the execution of a framework agreement – at any time.
- 4.3.4.7 Applications for the provision of the regasification service received earlier than indicated in clause **Błąd! Nie można odnaleźć źródła odwołania.** for long-term agreements or clause **Błąd! Nie można odnaleźć źródła odwołania.** for short-term agreements shall not be examined, whereas applications submitted later shall be examined after all applications for the provision of the regasification service submitted in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania.** have been examined.
- 4.3.5 Technical conditions
- 4.3.5.1 The regasification agreement shall be executed when:
- 4.3.5.1.1 there exists an uncontracted capacity of the terminal installations to provide the regasification service or additional services to the extent specified in the application for provision of the regasification service,
- 4.3.5.1.2 the LNG load quality parameters specified in the application comply with clause **Błąd! Nie można odnaleźć źródła odwołania.** and do not cause a change in the quality of the gaseous fuel delivered to the Terminal Users at the exit point in a manner inconsistent with the parameters specified in IRiESP,
- 4.3.5.1.3 no other circumstances cause a decrease in the reliability of deliveries or the quality or technical parameters of the gaseous fuel delivered to the Terminal Users at the exit point below the parameters specified in IRiESP,
- 4.3.5.1.4 the execution of the agreement does not prevent the Operator from performing its valid agreements, obligations related to protection of recipients' interests or environment protection.
- 4.3.6 Financial credibility

- 4.3.6.1 Without prejudice to the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.**, the entity requesting the provision of the regasification service or an additional service shall be obligated to submit, before the execution of the regasification agreement with the Operator, a financial security of the amount specified in clause **Błąd! Nie można odnaleźć źródła odwołania.** and in the form set forth in clause **Błąd! Nie można odnaleźć źródła odwołania.**
- 4.3.6.2 If the regasification agreement is executed under an open season procedure, the terms and conditions of providing a financial security are set in accordance with the rules specified in the bylaws of the procedure for offering an LNG terminal on an open season basis.
- 4.3.6.3 The amount of the security submitted by the entity requesting or using the regasification service shall equal the average monthly value of financial liabilities of that entity towards the Operator in the pertinent gas year resulting from the provision of the regasification service set based on the regasification agreement or the annual schedule of arrivals and the granted contractual capacities.
- 4.3.6.4 The security referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** may be submitted in the following forms:
- 4.3.6.4.1 cash deposit in a bank account indicated by the Operator, to be returned after the completion of provision of the regasification service together with bank interest at the rate set for that account during the deposit period, less the account maintenance costs and the bank transfer costs,
- 4.3.6.4.2 irrevocable and unconditional bank or insurance guarantee payable at the Operator's first request, issued by a financial institution with a financial ranking not lower than A or equivalent granted by Moody's, Standard and Poor's or Fitch and accepted by the Operator,
- 4.3.6.4.3 another irrevocable, unconditional and payable-at-first-request form of financial security accepted by the Operator.
- 4.3.6.5 Within the boundaries specified in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the Operator or the Terminal User shall have the right to demand that the security be adjusted during the term of the regasification agreement if the amount of the Terminal User's invoice-based liabilities towards the Operator is higher or lower by more than 10% of the value of the established financial security.
- 4.3.6.6 The Terminal User shall provide the Operator with an adequate financial security in the event of a loss of the financial rating by the institution granting the bank or insurance security referred to in clause **Błąd! Nie można**

odnaleźć źródła odwołania. or expiration of the financial security referred to in clause **Błąd! Nie można odnaleźć źródła odwołania..**

- 4.3.6.7 In the event of the Terminal User's timely payments for the services provided by the Operator, the amount of the financial security referred to in clauses **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** shall each year be decreased by 25% of the value specified in clause 4.3.3.3, counting from the date of the first payment. The lowest level to which the amount of the financial security may be decreased shall be 25% of the value specified in accordance with clause 4.3.3.3.
- 4.3.6.8 In the event of the Terminal User's delay in payment for the services provided by the Operator, the amount of the financial security referred to in clauses 4.3.3.3 to 4.3.3.5 shall each year be increased by 25% of the value specified in clause **Błąd! Nie można odnaleźć źródła odwołania..** However, the maximum amount of the financial security may not exceed the value specified in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania..**

4.4 Examination of applications for provision of regasification services

- 4.4.1 The Operator shall examine applications submitted by the applicants while taking into consideration:
- 4.4.1.1 valid regasification agreements,
 - 4.4.1.2 earlier received complete applications for provision of the regasification service.
- 4.4.2 The order of examination of an application shall depend on the date of submission of a complete application which has successfully passed the formal and legal verification process. In the event of applications submitted on the same date, the order of their examination shall depend on the order of their receipt at the Operator's clerical office.
- 4.4.3 Formal and legal verification of the application and verification of the applicant's financial credibility.
- 4.4.3.1 Based on information provided in the application and the documents attached thereto, the Operator shall perform a formal and legal verification of the application for provision of the regasification service in respect of its compliance with the requirements specified in clause **Błąd! Nie można**

odnaleźć źródła odwołania. and a financial verification within the scope specified in clause **Błąd! Nie można odnaleźć źródła odwołania..**

- 4.4.3.2 In the event of failure to submit the documents referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** or the security referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** or if the submitted documents or security fail to meet the specified requirements or if the submitted application form contains errors or omissions, the Operator, no later than five (5) business days of the date of receipt of the application, shall request the applicant to submit a properly completed application or supplement it with appropriate documents and information within twenty-one (21) days of the date of delivery of the request.
- 4.4.3.3 If the applicant fails to send a supplemented application within the deadline referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the application shall be rejected.
- 4.4.4 After the application has successfully passed the formal and legal verification, it shall be subjected to technical analysis.
- 4.4.5 Technical analysis of applications
- 4.4.5.1 During the technical analysis, the Operator evaluates whether or not the technical conditions specified in clause **Błąd! Nie można odnaleźć źródła odwołania.** are fulfilled. If the technical analysis reveals that:
- 4.4.5.1.1 it is technically possible to provide the requested regasification service or additional services, the applicant shall be informed thereof in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania.**,
- 4.4.5.1.2 it is technically impossible to provide such services, for instance because the terminal installations have no available technical throughput, the applicant shall be informed, in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania.**, of the inability to provide the regasification service or additional services.
- 4.4.6 The Operator may refuse to execute a regasification agreement if the technical conditions specified in clause **Błąd! Nie można odnaleźć źródła odwołania.** are not satisfied, if grounds exist for such refusal based on the legal regulations such as, without limitation, the Energy Law, in particular if the execution of such an agreement would be detrimental to the Operator's performance of duties in respect of protecting the recipients' interests and protecting the environment, or if the User refuses to accept the Terminal Instructions. No later than within seven (7) business days of the date of receipt of a formally and legally correct application, the Operator shall inform the applicant of the result of its examination of the application.

- 4.4.7 If the application is rejected or the Operator refuses to execute a regasification agreement, the Operator shall immediately notify the interested entity and the President of the Energy Regulatory Authority (URE) in writing, providing a justification for the rejection.

4.5 Execution of the regasification agreement

- 4.5.1 If the application is accepted, the Operator, along with the provision of the information referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, shall deliver to the applicant, with an acknowledgement of receipt, a draft regasification agreement drawn up based on the current model.
- 4.5.2 Within no more than fifteen (15) days counting from the date of delivery of the draft agreement, the applicant shall deliver to the Operator, with an acknowledgement of receipt, the signed draft agreement.
- 4.5.3 The Operator shall send the applicant, with an acknowledgement of receipt, the signed regasification agreement within fifteen (15) business days of the date of delivery of the agreement signed by the applicant.
- 4.5.4 If the applicant fails to deliver the signed draft agreement within the deadline specified in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the Operator may reject its application for provision of the regasification service. The applicant shall be immediately informed by the Operator about the rejection of its application.
- 4.5.5 In the event the rejected application has affected the examination of other applications for provision of the regasification service, the Operator shall analyze them again in accordance with the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.**
- 4.5.6 After the regasification agreement has been executed, the applicant shall be granted the status of Terminal User.
- 4.5.7 The signing of the regasification agreement by the applicant shall be equivalent to its acceptance of all terms and conditions of the agreement and all provisions of the Terminal Instructions.

4.6 Conditional regasification agreement

- 4.6.1 In the event of the applicant's failure to present the documents referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** or if the commencement of provision of the regasification service depends on the fulfillment of certain conditions, the Operator may, at the applicant's request, execute a conditional regasification agreement ("conditional agreement").

- 4.6.2 The agreement referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** shall be executed on the condition precedent that within 15 days before the date of commencement of the provision of the regasification service specified in the conditional agreement but no later than within 6 months of the date of execution of the conditional agreement the Terminal User:
- 4.6.2.1 shall provide the Operator with the documents referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**,
- 4.6.2.2 or shall fulfill other conditions set forth in the conditional agreement.
- 4.6.3 Before signing the conditional agreement, the applicant shall contribute a deposit in the amount of the financial security specified in clause **Błąd! Nie można odnaleźć źródła odwołania.**. The deposit shall be contributed in one of the forms stipulated for the financial security specified in clause **Błąd! Nie można odnaleźć źródła odwołania.**
- 4.6.4 If the conditions referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** are fulfilled, the contributed deposit shall constitute the financial security referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**. If the deposit has been contributed in the form of a bank guarantee or insurance guarantee, it may constitute the financial security provided that such use results from the provisions of the guarantee. If the conditions referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** are not fulfilled within the deadline set in the conditional agreement, the Operator shall have the right to retain the deposit contributed in the form specified in clause **Błąd! Nie można odnaleźć źródła odwołania.** or to demand payment of an amount corresponding to the deposit amount.

4.7 Framework agreement

- 4.7.1 Spot services may be provided under a framework agreement.
- 4.7.2 The entity requesting the execution of a framework agreement shall submit to the Operator an application for the execution of a framework agreement using the then valid form published on the Operator's website. Attached to the application should be the documents referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, except for clause **Błąd! Nie można odnaleźć źródła odwołania.**, in the form described in clause **Błąd! Nie można odnaleźć źródła odwołania.**
- 4.7.3 The entity requesting provision of the regasification service pursuant to a framework agreement shall be obligated, before executing the agreement with the Operator, to submit a financial security in the form described in clause **Błąd! Nie można odnaleźć źródła odwołania.** or **Błąd! Nie można odnaleźć źródła odwołania.** in an amount equivalent to the price of a spot regasification service for one 150,000 m³ load with a constant contractual

capacity within 30 days. The provisions of clauses **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** shall be applied accordingly.

- 4.7.4 The application for the execution of a framework agreement shall be examined in accordance with the provisions of clauses **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** applied accordingly.
- 4.7.5 Under the framework agreement, no capacity of the terminal installations, in particular no permission to arrive at the unloading berth, no contractual capacity and no right to use any regasification services or additional services, shall be granted to the Terminal User.
- 4.7.6 Under the framework agreement, the Terminal User may apply for being granted the right to use the spot regasification service services with the related additional services, in accordance with the rules set forth in clause **Błąd! Nie można odnaleźć źródła odwołania.**
- 4.7.7 Without prejudice to clause **Błąd! Nie można odnaleźć źródła odwołania.**, from the moment the Operator confirms the order for spot services, the provisions of the order and the framework agreement shall constitute a regasification agreement. All provisions of the Terminal Instructions and the tariff pertaining to the rights and obligations of the Terminal User and the Operator as well as regasification agreements, except for the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.**, unless stipulated otherwise above, shall apply.

4.8 Detailed rules for submitting and confirming orders for spot services

- 4.8.1 After the Operator has determined the monthly arrival schedules for long-term services and taken into account the short-term agreements whose regasification period includes month M, the Operator shall offer the uncontracted capacity of the terminal installations for provision of spot services for month M.
- 4.8.2 The Terminal User holding an executed framework agreement or long-term agreement may apply for being granted the spot regasification service by submitting to the Operator, in month M-1 or month M, an order for spot services to be provided in month M.
- 4.8.3 An order for spot services should be submitted on the current form published on the Operator's website providing:

- 4.8.3.1 the information referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**; the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.** shall be applied accordingly;
- 4.8.3.2 the ordered contractual capacity and the average regasification capacity in the regasification period,
- 4.8.3.3 the requested regasification period;
- 4.8.3.4 attaching the documents specified in clause **Błąd! Nie można odnaleźć źródła odwołania.** unless documents confirming the rights of the Terminal User or its contractual counterparty to use the service of gaseous fuel transmission through the transmission system with the required contractual capacity have been submitted earlier.
- 4.8.4 The Operator shall accept the order if the provision of the regasification service applied for is technically possible and the tanker with which the delivery is to be performed has been authorized in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania.**
- 4.8.5 The Operator shall examine orders for spot services taking into account the foregoing:
- 4.8.5.1 previously submitted applications for provision of regasification services;
- 4.8.5.2 order in which formally, legally and technically complete applications have been submitted;
- 4.8.5.3 contractual capacity granted to the Terminal User but unused in month M.
- 4.8.6 The Operator shall reject the order for spot services unless the documents required in accordance with the provisions of item **Błąd! Nie można odnaleźć źródła odwołania.** have been submitted or the grounds set forth in item **Błąd! Nie można odnaleźć źródła odwołania.**, which shall be applied accordingly, have been fulfilled. If the order is rejected, the Operator shall provide the Terminal User with a justification for its decision.
- 4.8.7 The Operator shall provide the Terminal User with information on acceptance or rejection of the order for spot services immediately but no later than within 48 hours of receipt, provided that the tanker with which the delivery is to be performed has been authorized or can be authorized within 48 hours. If more time is required for such authorization, the Operator shall inform the Terminal User of any activities to be undertaken and the time required to complete them..
- 4.8.8 In its confirmation of the order for spot services, the Operator shall:

- 4.8.8.1 set the timeframe for tankers' arrivals in month M at the unloading wharf,
- 4.8.8.2 set the total time for unloading the tanker, not longer than 48 hours,
- 4.8.8.3 confirm the tanker's identification data and the fact of granting the authorization if required pursuant to the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.**,
- 4.8.8.4 set the size of individual loads,
- 4.8.8.5 inform of the possibility of acceptance for regasification of a load of LNG with the specified quality parameters,
- 4.8.8.6 set the regasification period,
- 4.8.8.7 set the contractual capacity and the average and minimum regasification capacity,
- 4.8.8.8 assign additional services,
- 4.8.8.9 set other detailed data necessary for the provision of the service.
- 4.8.9 Unless the Terminal User reports any reservations as to the contents of the confirmation of the order for spot services within 24 hours of receipt, the parties shall be bound by the contents of the confirmation of the order for spot services. Spot services shall be provided in accordance with the provisions of the confirmation of the order for spot services and the provisions of the framework agreement or long-term agreement unless the provisions of the framework agreement or long-term agreement contradict the contents of the confirmation of the order for spot services.
- 4.8.10 Orders for spot services shall be examined on a first-come, first-served basis. With respect to orders submitted at the same time, priority shall be given to those Terminal Users who receive long-term services, first those with agreements executed for a definite term and then those with agreements executed for an indefinite term.
- 4.8.11 The provisions of clauses **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** shall be applied accordingly.
- 4.8.12 Orders for spot services and confirmations of orders for spot services shall be delivered in the manner set forth in the framework agreement or in the long-term agreement and to the addresses indicated therein.

5 SCHEDULE OF ARRIVALS

5.1 Framework schedule of arrivals

- 5.1.1 The long-term agreement shall specify the framework schedule of arrivals for the period ending on the last day of the first full gas year of the term of validity of the agreement. In short-term agreements, a framework schedule of arrivals shall be set for the months in which the spot regasification service shall be provided, indicating the information specified in clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 5.1.2 By 15 September of each gas year, Terminal Users obtaining long-term services shall provide the Operator with a draft framework schedule of arrivals for the next gas year broken down into months, specifying in the schedule:
- 5.1.2.1 number of tankers' arrivals at the unloading wharf;
 - 5.1.2.2 proposed preliminary timeframe of arrivals and tankers' technical parameters;
 - 5.1.2.3 size of loads supplied to the terminal in terms of energy and volume units;
 - 5.1.2.4 quality parameters of LNG loads (source of origin and chemical composition of the LNG for each load);
 - 5.1.2.5 demand for additional services.
- 5.1.3 Together with the draft framework schedule of arrivals, the Terminal User shall submit, in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania..**, an order for contractual capacity for the next gas year.
- 5.1.4 The size of loads and frequency of tankers' arrivals set in the draft framework schedule of arrivals should be so set as to allow each load to be regasified and transferred to the exit point with the average regasification capacity set in the regasification agreement by the time the unloading of the next tanker of the same User commences. If it is technically possible, the Operator may permit an earlier or later unloading of the next tanker of the Terminal User.
- 5.1.5 In the draft framework schedule of arrivals, the Terminal User should take into account the repair works specified by the Operator in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 5.1.6 The Operator shall set a framework schedule of arrivals for each Terminal User based on the relevant Terminal User's draft framework schedule of

arrivals. The Operator shall set such framework schedules in accordance with the following rules:

- 5.1.6.1 if the Operator is unable to accept applications of all Terminal Users, the Operator shall set framework schedules of arrivals by giving priority to applications compliant with the regasification agreement and then applications of those Terminal Users whose regasification agreements generate a greater, discounted with the weighted average cost of the Operator's capital, value of revenues, taking into account the volume and duration of the agreement and the ordered contractual capacity,
- 5.1.6.2 taking into account the conditions specified in clauses **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.**,
- 5.1.6.3 the provisions of the regasification agreement and the contents of the Terminal Instructions.
- 5.1.7 By 15 October, the Operator shall provide the Terminal User with information on the framework schedule of arrivals accepted for that Terminal User for the next gas year. Failure to provide the information referred to in the preceding sentence shall constitute approval of the draft framework schedule of arrivals presented by the Terminal User as the framework schedule of arrivals.
- 5.1.8 In the framework schedule of arrivals, the Operator shall:
 - 5.1.8.1 set the number of tankers' arrivals at the unloading wharf;
 - 5.1.8.2 set the preliminary timeframe of arrivals and grant the authorization to tankers if required pursuant to the provisions of the Terminal Instructions;
 - 5.1.8.3 confirm the size of loads supplied to the terminal in terms of energy and volume units;
 - 5.1.8.4 inform of the possibility of acceptance for regasification of a load of LNG with the specified quality parameters;
 - 5.1.8.5 assign additional services.
- 5.1.9 If the Terminal User does not accept the framework schedule of arrivals presented by the Operator, the Terminal User shall provide the Operator with an amended draft framework schedule of arrivals within 10 days of the date of receipt of the Operator's stance. Failure to provide an amended draft framework schedule of arrivals within the deadline specified in the preceding sentence shall constitute acceptance of the framework schedule of arrivals presented by the Operator.

- 5.1.10 The Operator shall provide the Terminal User with information on the framework schedule of arrivals accepted for the Terminal User within 10 days of the date referred to in item **Błąd! Nie można odnaleźć źródła odwołania..**
- 5.1.11 The Operator may reject the draft framework schedule of arrivals if the tanker has not been authorized, provided that such authorization is required in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania..**, or if the draft framework schedule of arrivals does not comply with the Terminal Instructions. If the draft framework schedule of arrivals is rejected, the Operator shall inform of the reasons for the rejection.
- 5.1.12 If the LNG quality parameters specified in the draft framework schedule of arrivals do not allow the LNG to be processed under the existing technical capabilities of the terminal installations into gaseous fuel with the quality parameters specified in IRiESP, if the tankers indicated in the draft framework schedule of arrivals are not authorized by the Operator or if any other part of the draft framework schedule of arrivals is inconsistent with the provisions of the Terminal Instructions, forming the basis for rejection of the draft framework schedule of arrivals, the Terminal User shall be obligated to pay the fees arising out of the tariff and incur additional costs resulting in particular from failure to ensure the minimum regasification capacity.

5.2 Monthly schedule of arrivals

- 5.2.1 By the first day of month M-2, Terminal Users obtaining long-term regasification services or holding short-term agreements, without prejudice to the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania..**, shall submit to the Operator a draft monthly schedule of arrivals for month M. The draft monthly schedule of arrivals shall specify:
- 5.2.1.1 number of tankers' arrivals at the unloading wharf,
 - 5.2.1.2 proposed timeframe for tankers' arrivals at the unloading wharf,
 - 5.2.1.3 total time for unloading the tanker, no longer than 48 hours,
 - 5.2.1.4 identification data and technical parameters of tankers,
 - 5.2.1.5 representation that the tanker's authorization is currently valid or documents necessary for the tanker's authorization in accordance with the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania..**,
 - 5.2.1.6 size of each tanker's LNG load in terms of energy and volume units,
 - 5.2.1.7 quality parameters of each load (chemical composition of the LNG),

- 5.2.1.8 demand for additional services.
- 5.2.2 The draft monthly schedule of arrivals should comply with the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 5.2.3 The size of loads and frequency of tankers' arrivals set in the draft monthly schedule of arrivals should be so set as to allow each load to be regasified and transferred to the exit point with the average regasification capacity set in the regasification agreement by the time the unloading of the next tanker of the same Terminal User commences and as to prevent excess of the contractual capacity or failure to ensure the minimum regasification capacity. If it is technically possible, the Operator may permit an earlier or later unloading of the next tanker of the Terminal User vis-à-vis the condition specified in the preceding sentence.
- 5.2.4 The Operator shall set monthly schedules of arrivals for each Terminal User based on the relevant Terminal User's draft monthly schedule of arrivals. The provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.** shall apply accordingly with priority given to those draft monthly schedules of arrivals which comply with the framework schedule of arrivals.
- 5.2.5 The Operator shall provide the Terminal User with information on the monthly schedule of arrivals accepted for that Terminal User or rejection of its monthly schedule of arrivals by the 15th day of month M-2. Failure to provide the information referred to in the preceding sentence shall constitute approval of the draft monthly schedule of arrivals presented by the Terminal User.
- 5.2.6 In the monthly schedule of arrivals for month M, the Operator shall:
- 5.2.6.1 set the number of tankers' arrivals at the unloading wharf,
 - 5.2.6.2 set the timeframe for tankers' arrivals at the unloading wharf,
 - 5.2.6.3 set the total time for unloading the tanker, no longer than 48 hours,
 - 5.2.6.4 confirm the identification data of the tanker and the fact of granting the authorization if required pursuant to the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.,**
 - 5.2.6.5 set the size of individual loads and confirm the quality parameters for each LNG load,
 - 5.2.6.6 assign additional services,
 - 5.2.6.7 set other detailed data necessary for the provision of the service.

- 5.2.7 The provisions of clauses **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** shall be applied accordingly.
- 5.2.8 To the monthly schedule of arrivals, the Terminal User shall attach a forecast of arrivals in months M+1 and M+2.
- 5.2.9 If the short-term agreement regarding the provision of services in month M is executed after the first day of month M-2, the agreement shall set the monthly schedule of arrivals for month M.

6 UNLOADING OF LNG

6.1 Authorization of a tanker

- 6.1.1 Only authorized tankers shall be permitted to unload at the terminal. Such an authorization may be given to the tankers, where a compatibility study has confirmed compatibility of their technical equipment and the docking and unloading equipment at the terminal's unloading berth and where the study has confirmed that the tanker meets all the other required unloading conditions.
- 6.1.2 The unloading berth shall be adapted to receive tankers with tank capacity ranging from 120,000 m³ to 216,000 m³, length overall up to 315 meters, beam up to 50 meters and draft of 12.5 meters. In the event of a positive authorization, LNG may also be unloaded from tankers with characteristics outside of the above parameters;
- 6.1.3 Upon request of a Terminal User, the Operator shall provide the following free of charge:
- 6.1.3.1 information on the unloading berth, mooring devices, connections to unloading arms, technological instructions,
 - 6.1.3.2 information on safety of the unloading berth and instructions for safe unloading, measurements and on the manner of proceeding in emergencies,
 - 6.1.3.3 information on the manner of conducting inspections of tankers.
- 6.1.4 A tanker authorization application may be submitted to the Operator at any time, however no later than together with the draft monthly schedule of arrivals, an application for the execution of a short-term agreement if submitted after the first day of month M-2 for month M or with an order for spot services.
- 6.1.5 The Terminal User shall provide the Operator with the following documents, without limitation, required for authorization:
- 6.1.5.1 a Ship/Shore Interface Study according to SIGTTO paper no. 5 "Ship Information Questionnaire for Gas Carrier 1998," second edition, if available (new ships) or in other cases a general arrangement drawing, a manifold drawing and a fore and aft deck drawing;
 - 6.1.5.2 "Ship Information Questionnaire for Gas Carrier 1998," second edition;

- 6.1.5.3 Certificate of Accuracy of the Custody Transfer Measurement System and approved Tank Gauge tables;
- 6.1.5.4 Ship Operational and Safety Procedures while alongside;
- 6.1.5.5 The List of Survey Status issued by the Classification Society for an LNG Ship;
- 6.1.5.6 Copy of the latest inspection report of Classification Society, Vetting, and Port State Control;
- 6.1.5.7 Certificate of Entry with a registered Protection and Indemnity (P&I) Club;
- 6.1.5.8 Drawing showing the flat body line (backboard only);
- 6.1.5.9 Drawing of the details of the landing area for the shore gangway.
- 6.1.6 In order to verify the tanker's technical and operational compatibility, the Terminal User and Operator shall familiarize themselves with information provided to each other in the manner described below (compatibility study).
- 6.1.7 The compatibility study shall cover at least the following issues: 1) technical compatibility of the tanker and the wharf (including the unloading berth); 2) compliance of the tanker's nautical equipment and safety procedures and measures with the applicable regulations; 3) compatibility of the tanker's and Operator's communication systems; 4) consistency of parameters of reloading equipment – tank measurement tables and reloading billing measurement system must be certified; 5) agreeing on the mooring and docking technology and procedures (mooring solutions and mooring calculations).
- 6.1.8 After conducting the compatibility study referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the Terminal User, upon the Operator's request, shall arrange in its own name and at its own cost a meeting in Poland, to be attended by: Shipowner's representative, Terminal User's representative, Forwarder's representative, Harbor Master's Office and Pilot Station's representative and the Operator's representative. The purpose of the meeting shall be in particular to verify together the parameters of the unloading port (including the unloading berth) and the tanker, safety systems, tanker's communication and connections with the unloading berth and definition of the parties' tasks.
- 6.1.9 If any doubts arise whether a tanker should be authorized, which requires the tanker to be inspected, the Operator may request that the Terminal User arranges for (orders) an inspection consistent with the Operator's requirements. Immediately after the inspection is conducted, the Terminal User shall inform the Operator in writing about its results. If the inspection shows any deficiencies making such an authorization impossible, the

inspector shall prepare a list of such deficiencies and provide it to the Terminal User, to the Shipowner and the Operator. The Terminal User's report on the manner of removing the deficiencies shall form grounds for the Operator's authorization decision. A tanker, to which the Operator has no objections after a compatibility study or, if a meeting or inspection mentioned in clauses **Błąd! Nie można odnaleźć źródła odwołania.** or **Błąd! Nie można odnaleźć źródła odwołania.** is requested, also after such a meeting or inspection, shall receive the authorization. The Operator shall notify the Terminal User immediately about an authorization or a refusal, in writing, in the manner agreed between the parties. If the inspection conducted at the Operator's request does not confirm the Operator's doubts, its costs shall be incurred by the Operator.

- 6.1.10 The authorization granted by the Operator is valid for an indefinite term, unless any material modifications are made to the tanker within the scope specified in clause **Błąd! Nie można odnaleźć źródła odwołania.**. The Terminal User shall deliver to the Operator a representation stating that the tanker's authorization remains valid, along with a draft monthly schedule of arrivals or with an order for spot services. The Terminal User shall notify the Operator immediately if any modifications are made to the tanker between the date of submitting such a representation and the notification of arrival, resulting in any changes in the scope defined in the compatibility study (clause **Błąd! Nie można odnaleźć źródła odwołania.**). The Operator shall repeat the compatibility study without any unnecessary delay, in accordance with the provisions of this clause. If the authorization cannot be granted within the timeframe that would allow the tanker to arrive at the unloading wharf in accordance with the regasification agreement, then all the consequences, including any damages suffered by the Operator and other Terminal Users, shall be covered by the Terminal User.
- 6.1.11 Throughout the validity period of the authorization, the Operator has the right to verify the tanker's eligibility, primarily through inspection, if deemed necessary. It may also declare that the authorization may only be maintained when certain corrections are made, especially in measurement devices. In justified cases, the Operator may refuse its consent to unload a tanker or to have it docked at the unloading berth; it also has the right to withdraw its authorization.
- 6.1.12 The Terminal User shall be responsible before the Operator for the order and operating conditions, including any adjustments to be made to the tanker and its devices to the unloading berth and the unloading port. The Terminal User shall be liable to the Operator and to third parties for any damages caused by the tanker's mismatch with the unloading berth or the unloading port.
- 6.1.13 The Operator may at any time reconfigure the unloading berth or the terminal, including the safety system. In such a case, the Operator shall inform the Terminal User accordingly at least six months in advance.

6.2 Reporting an arrival

- 6.2.1 Tankers shall approach the unloading berth within the arrival timeframe agreed, as prescribed by the Terminal Instructions, in a monthly schedule of arrival or confirmation of spot service orders. If a larger number of tankers approaches for unloading, the tanker arriving in accordance with the monthly schedule of arrivals or the confirmation of spot service orders shall have the priority of arrival, unless the Operator, having considered all the circumstances, decides otherwise, about which it shall inform the Terminal User. If none of the tankers arrives in accordance with the aforementioned dates, the Operator shall endeavor, provided that it shall not generate any negative financial consequences for the Operator, to give priority of arrival at the unloading berth to that Terminal User whose regasification agreement generates a greater, discounted with the weighted average cost of the Operator's capital, value of revenues, taking into account the volume and duration of the agreement and the ordered contractual capacity. The Operator shall inform the Terminal Users of such a situation.
- 6.2.2 The Terminal User shall obtain all the necessary information about port access directly from port authorities (Harbor Master's Office).
- 6.2.3 The Terminal User shall ensure that, regardless of the tanker's arrival notice required according to the applicable laws, the tanker's captain or its agent shall notify the Operator first about leaving the loading port – immediately after leaving, and then about the tanker's arrival to the roadstead – no later than 72 hours before the arrival. The notice of arrival is transmitted on the form available on the Operator's website, while specifying in particular: tanker's identification details, port of destination and the expected time of arrival to the roadstead ("entry declaration").
- 6.2.4 The Terminal User shall ensure that the tanker's Captain shall notify the Operator again 24 hours before the tanker's arrival at the roadstead and then 12 and 6 hours before arrival.
- 6.2.5 The Terminal User shall ensure that the Captain's last notification shall be provided along with the tanker's safety and fitness information on the form available at the Operator's website ("captain's declaration").
- 6.2.6 The Terminal User shall ensure that, regardless of the obligation to submit the entry declaration and the captain's declaration, the tanker's Captain shall notify the Operator about any events and restrictions that may result in a changed time of arrival.
- 6.2.7 The notifications referred to in clauses 6.2.3, 6.2.4, 6.2.5, 6.2.6 shall be made by fax or by e-mail.
- 6.2.8 The Terminal User shall ensure that the Notice of Readiness be submitted to the Operator immediately after the following conditions are met:

- 6.2.8.1 the tanker has arrived at the roadstead of the unloading port,
- 6.2.8.2 the tanker has obtained the permits required by the Terminal Instructions and the law to enter the port and approach the terminal's unloading berth,
- 6.2.8.3 the tanker has received permissions from the shipowner, the owner of LNG being transported and the Terminal User to begin the unloading process,
- 6.2.8.4 the tanker is ready to perform the procedure of entering the port, approaching the unloading berth and unloading the LNG.
- 6.2.9 The Notice of Readiness shall be accepted by the Operator at any time, on any day of the week.
- 6.2.10 The Operator shall give its consent for the tanker's arrival no earlier than the tanker obtains the Harbor Master's consent to enter the port.
- 6.2.11 If the delivery date of the notice of arrival makes it possible to unload LNG within the agreed arrival timeframe and if no limitations have occurred hindering the tanker from unloading during the time agreed in the monthly schedule of arrivals or in the confirmation of spot service orders and the Terminal User has not expressed a different, explicit objection, then the Operator shall immediately give its consent to the Terminal User, the tanker's Captain and the Harbor Master to accept the tanker at the unloading berth.
- 6.2.12 If the notice of arrival has been given to the Operator before the unloading date set in the agreed arrival timeframe and the Terminal User has not expressed an explicit objection, the Operator shall give its consent to the tanker's Captain and the Harbor Master to accept the tanker at the unloading berth as soon as possible, on the available unloading dates, but no later than before the elapse of the deadline allowing the unloading within the arrival timeframe as agreed in the schedule of arrivals.
- 6.2.13 If the notice of arrival has been given to the Operator after the elapse of the deadline allowing the unloading within the agreed arrival timeframe or if any limitations have occurred preventing the tanker from unloading within the arrival timeframe, then the Operator shall give its consent to the Terminal User, the tanker's Captain and the Harbor Master to accept the tanker at the unloading berth as soon as possible, on the available unloading dates, however while giving priority to those tankers which arrived or whose arrival is planned according to the schedule of arrivals or the confirmation of spot service orders.
- 6.2.14 If the unloading of LNG from the tanker has been stopped for reasons attributable to the Operator and the tanker has resubmitted its Notice of Readiness, the Operator shall give its consent to the Terminal User, the tanker's Captain and the Harbor Master to accept the tanker at the unloading berth as soon as possible.

- 6.2.15 The tanker shall arrive at the port while observing all the provisions of law applicable in this respect, including the regulations of the unloading port. The Terminal User shall ensure, cost-free to the Operator, that the tanker obtains all required approvals and permissions related to the tanker's arrival at the port and its use of the port infrastructure.
- 6.2.16 The Terminal User shall ensure that the tanker, while in port, observes all the applicable provisions of law; in particular, it shall ensure, at its cost and risk, assistance of fire vessels, towing vessels, pilots and line runners, as required for a tanker. The Terminal User shall be liable to the Operator for the technical condition, operation and safety of the tanker in the port.

6.3 LNG unloading rules

6.3.1 Pre-unloading activities

6.3.2 After arriving at the port and before the unloading begins, the tanker's Captain and the Operator's representative shall perform the following tasks:

6.3.2.1 complete and sign the ship shore safety check list consistent with the form available on the Operator's website at that time;

6.3.2.2 agree on the unloading program ("unloading program") which includes in particular: cargo size to be unloaded, the connecting and disconnecting of arms of LNG transfer devices, handling rate, ballasting procedure and emergency shutdown of transfer operations; the unloading program is consistent with the form available on the Operator's website at that time;

6.3.2.3 agree on emergency procedures;

6.3.2.4 agree on the means and principles of communication between the Operator and the tanker.

6.3.3 The Terminal User shall ensure that, before the unloading begins, the tanker's Captain provides the Operator with copies of the following documents, among others: bill of lading, certificate of LNG quality, protests from the tanker's last port-of-call, ullage report, Time Sheet, Cargo Manifest.

6.3.4 The Terminal User shall ensure that, immediately after the tanker arrives at the unloading port and after the activities specified in clauses **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** are performed and after the tanker obtains all the approvals prescribed by the Terminal Instructions and the provisions of law, which are required to begin the unloading process, including fulfillment of the obligations set forth in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the tanker's Captain notifies the Operator about its readiness for unloading.

6.3.5 Unloading activities may not begin before:

6.3.5.1 the tanker's Captain and the Operator's representative agree upon and sign all the unloading safety principles.

6.3.5.2 obligations related to the payment to the State Treasury of tax and customs dues associated with the delivery or import of LNG are fulfilled,

6.3.5.3 Operator's consent to begin the unloading process is obtained.

6.3.6 Unloading activities and tanker's safe stay at berth

6.3.6.1 Unloading is conducted based on the unloading program agreed pursuant to clause 6.3.2.1.2.

6.3.6.2 When at berth, the tanker must be properly marked in accordance with the requirements prescribed by the applicable regulations.

6.3.6.3 When at the unloading berth, the tanker should be manned by an adequate number of crew to ensure immediate readiness for maneuvering and for fire extinguishing.

6.3.6.4 When at the unloading berth, the tanker shall post a deck crew service supervising over the correct course of the unloading process and carrying out fire supervision.

6.3.6.5 The Operator has the right to shut down the unloading activities or demand removal of the tanker from the unloading berth in the following cases:

6.3.6.5.1 the tanker has violated port regulations or safety and fire protection regulations or environmental regulations and if any decisions regarding its stay at berth and unloading, as agreed with the Operator, have been violated;

6.3.6.5.2 the tanker is not actually ready to begin or continue the unloading process 2 hours after its readiness for unloading is reported;

6.3.6.5.3 when the LNG being delivered does not meet the agreed quality parameters;

6.3.6.5.4 emergency situation, including force majeure,

6.3.6.5.5 failure of the tanker's or terminal's handling equipment, in particular when any leaks are found in that equipment;

- 6.3.6.5.6 failure of the lighting installation of the wharf or the unloading berth, including the unloading arms;
- 6.3.6.5.7 a strike that affects the terminal's correct operation;
- 6.3.6.5.8 actions taken by the Operator to ensure safety and protect property located near the unloading berth;
- 6.3.6.5.9 occurrence of weather conditions that prevent or hinder safe unloading, in particular: a thunderstorm with lightning, strong winds or waves which endanger the tanker's safe stay at the wharf, including the unloading berth.
- 6.3.6.5.10 gross inconsistency with the arrangements made in the Ship/Shore safety checklist is found or other circumstances occur which are dangerous to the safety of the tanker or terminal's dolphins.
- 6.3.7 If the tanker was forced to leave the unloading berth before the unloading was completed then all the elements of this procedure related to safety and measurements should be performed again after the tanker is moored at the wharf.
- 6.3.8 The tanker shall leave the unloading berth within the non-negotiable deadline of the arrival timeframe, while the unloading process shall last no longer than the agreed total unloading time.
- 6.3.9 Documents stating the quantity of cargo on the tanker before and after the unloading are signed by the Terminal User's representative, the Operator's representative and the tanker's Captain or his/her representative.
- 6.3.10 After the unloading and the necessary cargo documentation formalities are completed, the tanker leaves the unloading berth and the unloading port without any unnecessary delay.

6.4 Usage of port infrastructure

- 6.4.1 The Terminal User shall ensure that all of the port fees agreed in accordance with the applicable regulations are covered.
- 6.4.2 If a tanker stays at the unloading berth without the Operator's consent or for a period longer than specified as prescribed by the Terminal Instructions or after the Operator issues an order for the tanker to leave the unloading berth or the unloading port, the Terminal User shall cover all the resulting losses or costs incurred by the Operator or third parties, resulting in particular from preventing another tanker or another ship from arriving, inability to start unloading LNG from another tanker, damage to port infrastructure, including the unloading berth, which may involve, without limitation, compensation, rebates that third

parties may demand from the Operator, any costs incurred to restore the terminal's correct operation and any damages caused to the terminal's technical infrastructure, including the unloading berth.

6.5 LNG quality parameters

- 6.5.1 The Terminal User delivers to the terminal, for regasification purposes, LNG with the quality parameters complying with clauses **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** which, as a result of the processes conducted in the terminal, shall produce natural gas corresponding with the quality parameters specified in IRiESP.
- 6.5.2 If the natural gas obtained in the regasification process from the LNG provided by the Terminal User has a higher Wobbe index than that specified in IRiESP, the Terminal User shall be obligated to order an additional service in which nitrogen shall be added to the natural gas before it is introduced into the transmission system.
- 6.5.3 The quality parameters of the liquefied natural gas delivered to the terminal should fall within the range specified in the following table:

Component	Light	Heavy
C1 (%mol)	95.4	87
C2 (%mol)	3.2	8.37
C3 (%mol)	-	3
iC4+nC4 (%mol)	-	1.2
nC5 (%mol)	-	0.23
N2 (%mol)	1.4	0.2
Density at the temperature of -159.8 °C (kg/m ³)	442	470
Molecular mass	16.66	18.72

- 6.5.4 The content in the vaporized LNG of other components, such as hydrogen sulfide, total sulfur, mercaptan sulfur and mercury, must comply with the provisions of IRiESP.
- 6.5.5 If the LNG quality parameters stated in the loading certificate are inconsistent with the specifications set forth in clause **Błąd! Nie można odnaleźć źródła odwołania.** the Operator has the right to refuse to accept such a load.

6.6 Loading certificate and measurement methods

- 6.6.1 Before leaving the loading port, the Terminal User shall deliver to the Operator a Loading Certificate (quantitative and qualitative) indicating the LNG quality

parameters and volume specified during the loading process. The Certificate shall be transmitted to the Operator by e-mail or by fax.

- 6.6.2 The Terminal User shall ensure that the methods used to determine LNG quality parameters measured when the tanker is being loaded are consistent with international standards (ISO, GPA, CEN, ASTM). At the Operator's request, the Terminal User shall provide the Operator with the following information, without limitation:
- 6.6.2.1 details of the LNG sampling method, including the vaporization method, and description of equipment used,
 - 6.6.2.2 detailed description of the chromatographic method used to analyze the main LNG components (carbohydrates and nitrogen), including the calibration certificate and description of equipment used,
 - 6.6.2.3 detailed description of the method used to analyze sulfur derivatives (H₂S, COS, mercaptans, total sulfur), including calibration and description of equipment used,
 - 6.6.2.4 detailed description of the method used to detect mercury in LNG and description of equipment used,
 - 6.6.2.5 detailed description of the method used to detect oxygen in LNG and description of equipment used.
- 6.6.3 The Operator shall notify the Terminal User about its refusal to accept the load within 18 hours from receipt of the loading certificate.
- 6.6.4 If the load which is not consistent with the loading certificate (save for a natural change in its contents due to the elapse of time during transportation – the so-called ageing process), with the provisions of clause 6.5.1 or with the arrangements made by the parties has been unloaded and the Operator has not given a prior explicit consent to accept it as consistent with the Operator's requirements, the Terminal User shall cover all the costs and all the resulting damages incurred by the Operator which resulted from the inconsistency; in particular any fines, damages, rebates that third parties may demand from the Operator, any costs incurred to restore consistency of LNG or gaseous fuel with the required quality parameters and any damages caused to the terminal's technical infrastructure.
- 6.6.5 The Operator may at any time stop the unloading of the cargo inconsistent with provisions of clause 6.5.1 or arrangements between the parties.

6.7 Determination of the quantity of LNG being unloaded and unloading certificate

- 6.7.1 The Operator and the Terminal User jointly participate in two measurements of the load, before and after LNG is unloaded, on the tanker (including measurements of draft, listing, volume, temperature and pressure in the tanker's tanks), in accordance with the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 6.7.2 After the load inspection is completed, the Operator's representative and the Terminal User's representative sign the quantity certificate containing the measurement results.
- 6.7.3 If the Terminal User's representative does not participate in the inspection of the load and the parties have not agreed otherwise, the tanker's Captain is authorized to represent the Terminal User in all the inspection operations, in particular to sign the Certificate of Quantity.
- 6.7.4 Having completed the unloading, the Operator shall draw up the certificate of unloading, containing the measurement results and calculations made on the tanker and on the land. The certificate is signed by the Operator and then sent to the Terminal User.
- 6.7.5 The unloaded quantity of LNG is calculated according to the following formula:

$$E = (V \times d \times H_m) - Q_r$$

E	unloaded quantity of LNG, expressed in MJ
V	Quantity of LNG unloaded, expressed in m ³
d	density of LNG samples, expressed in kg/m ³ (kilograms per one square meter of LNG)
H _m	gross calorific value of LNG, expressed in MJ/kg, at the combustion temperature of 25 °C
Q _r	Quantity of energy contained in the gas which replaced the unloaded part of the tanker's tank, expressed in MJ and calculated according to the following formula:

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

Y	temperature of the gaseous state, in °C (degrees Celsius)
p	average absolute pressure in the tanker's tanks after the unloading, expressed in mbar (millibars)
Hv	gross calorific value of the gas that replaced the unloaded part of the tanker's tank, expressed in MJ/m ³ , at the combustion temperature of 25 °C; it is assumed that it is equal to the gross calorific value of methane CH ₄ or another value agreed between the parties

6.8 Detailed rules for making measurements of LNG quantity and quality parameters

- 6.8.1 All the LNG tanks in the tanker should be calibrated in accordance with the applicable ISO norms by an independent institution authorized to issue certificates. The certifying institution issues documents specifying: tank sounding tables and correction tables necessary to calculate the quantity of cargo on the tanker, i.e. in particular trim corrections, list corrections, corrections for the shrinkage factor of ship tank materials and any other corrections of the measurement devices needed to make the correct calculation of the quantity of cargo.
- 6.8.2 Calibration is conducted at the Terminal User's expense.
- 6.8.3 In the measurement tables referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, volume must be expressed in m³, up to the third meaningful decimal place. Additionally, the tank depth within the range from 8% to 92% of the maximum effective tank volume must be expressed with accuracy up to 0.01 m and in the remaining range – with accuracy up to 0.001 m. Accuracy in all the cases should not be lower than 0.2%.
- 6.8.4 In the event of differences in determination of the unloaded LNG quantities based on the cargo inspection on the tanker and using the terminal's measurement devices or if there is reasonable doubt that the tanks may not be correctly calibrated, the Operator may demand that the tanker's tanks be recalibrated by an institution selected jointly by the Terminal User and the Operator and may cancel the tanker's authorization. If the results of such recalibration fail to confirm the Operator's reservations, the recalibration costs shall be covered by the Operator on the condition that the Operator's representative has been allowed to participate in the recalibration activities.

6.8.5 If there is a justified suspicion that any parameters of the tanker's tanks might have changed, the Terminal User shall notify the Operator immediately about this fact to address the tanker's owner (shipowner) to recalibrate the tanks.

6.8.6 Volume measurements

6.8.6.1 LNG measurements which form grounds for settlements between the parties are made during the unloading activities.

6.8.6.2 Two LNG volume measurements are made on the tanker – before the unloading and after the unloading. The unloaded quantity of LNG is calculated as a difference between the volumes determined in this manner, minus the quantity of gas returned to the tanker in the unloading process, calculated using the formula specified in clause 6.7.5.

6.8.6.3 During both measurements, unloading arms should be empty and valves on the manifolds on the tanker and on the terminal's unloading arms should be closed. Measurements should only be conducted after the liquid stabilizes in the tank (30 minutes after the unloading is completed).

6.8.6.4 The tanker must have all of the necessary measurement tables (including correction tables) according to the requirements in the applicable ISO norms and the Manual entitled "Custody Transfer of Liquefied Natural Gas (LNG)" which is available on the Operator's website. Measurement tables and correction tables are delivered to the Operator's representative before the load inspection begins.

6.8.6.5 Correction tables must be approved by the applicable Authorities and compliant with EU directives.

6.8.6.6 The Operator shall demand that two out of three following methods are used for measuring liquid levels in the tanker's tanks:

6.8.6.6.1 electrical capacitance gauge,

6.8.6.6.2 float gauge,

6.8.6.6.3 microwave type gauge.

6.8.6.6.4 The aforementioned methods are consistent with ISO 18132 international norms. Upon request of the Terminal User, earlier norms may also be used, in particular: ISO 8309, ISO 10574, ISO 13 689.

6.8.6.7 Measurement of the liquid level in the tanker's tanks by applying the methods specified in the Terminal Instructions should be performed with accuracy of at least 7.5 mm.

6.8.6.8 Such measurement shall be approved by an independent surveyor acting on commission from and at the expense of the Terminal User. The independent surveyor's approval shall be binding for the Operator and the Terminal User. The surveyor shall be liable for performing the measurements correctly. The Operator's representatives and the Terminal User's representatives may be present during the measurements.

6.8.6.9 First, the tanker's list and trim are measured by a visual verification of the draft marks and inclinometer readings.

6.8.6.10 The reading is conducted in accordance with the manner presented in the Manual entitled "Custody Transfer of Liquefied Natural Gas (LNG)", taking into account all the necessary reading corrections, including in particular: list, trim, shrinkage factor of the tank (material and insulation), LNG density and temperature of the gaseous phase.

6.8.7 Temperature measurements

6.8.7.1 The measurements are performed at different levels in the tanker's tank, using all the temperature sensors located in each tank, before and after its unloading operation.

6.8.7.2 The weighted average of the temperatures recorded by temperature detectors submerged in the liquid phase is used to calculate the volume of the liquid phase, while the mean average of the temperatures recorded by temperature detectors located above the liquid phase for vapor phase calculations. The calculations are performed separately for each of the tanks.

6.8.8 The total temperature measurement error should not exceed 0.5 °C.

6.8.9 Vapor pressure measurement

6.8.9.1 Vapor pressure is measured by measuring the pressure of gas in the tank and the atmospheric pressure. The measurement method is specified by the ISO 13398 norm. The total vapor pressure measurement error should not exceed 1%.

6.8.10 Measurement of LNG quality parameters performed by the Operator

6.8.10.1 The process of collecting and preparing samples is performed in accordance with the requirements defined in ISO 8943 and EN 12838 norms and the Manual entitled "Custody Transfer of Liquefied Natural Gas (LNG)".

- 6.8.10.2 The primary method of analyzing the LNG composition shall be continuous sampling compliant with the ISO 8943 norm. The Operator shall also conduct intermittent sampling with on-line chromatograph use in compliance with the ISO 8943 norm.
- 6.8.10.3 Continuous sampling takes place when LNG is unloaded from the tanker. Samples are collected from the main LNG stream after it stabilizes. The collected LNG is vaporized and placed in a special gasholder connected to the analyzer.
- 6.8.10.4 LNG is collected behind the unloading arms.
- 6.8.10.5 The gas chromatography method is used to analyze the composition of gas.
- 6.8.10.6 Gas composition analyses are performed by the Operator in compliance with the ISO 6974 norm.
- 6.8.10.7 The Operator may conduct measurements of sulfur compounds in compliance with the ISO 19739 norm.
- 6.8.11 Gas density measurement
- 6.8.11.1 Gas density shall be determined by the Operator in accordance with the ISO 6976 norm.
- 6.8.12 Determining gross calorific value
- 6.8.12.1 Gross calorific value is calculated according to the LNG composition at the combustion temperature of 25 °C.
- 6.8.12.2 The gross calorific value calculation methods comply with the ISO 6976 norm.

7 REGASIFICATION

7.1 Average and minimum regasification capacity and contractual capacity

- 7.1.1 The Operator sets contractual capacity and average regasification capacity for each Terminal User in the regasification agreement. The Operator also sets the minimum regasification capacity for each User.
- 7.1.2 The sum of contractual capacity levels set by the Operator is within the terminal's capacity, which is from 75,000 m³/h to the nominal capacity of 570,000 m³/h of gaseous fuel.
- 7.1.3 The average regasification capacity set for the Terminal User is:
- 7.1.3.1 for long-term regasification services – the quotient of the sum of loads in the relevant gas year expressed in Nm³ of natural gas (regasified LNG with the LNG to natural gas conversion coefficient assumed at the level of 1:600), agreed based on the framework schedule of arrivals and the number of hours in the gas year (i.e. 8760);
- 7.1.3.2 for spot services – the quotient of the sum of loads in the regasification period expressed in Nm³ of natural gas (regasified LNG with the LNG to natural gas conversion coefficient assumed at the level of 1:600) and the number of hours in the regasification period.
- 7.1.4 The average regasification capacity for each Terminal User obtaining long-term regasification services may not be lower than 150,000 m³/h of natural gas.
- 7.1.5 For each Terminal User, the contractual capacity must be at least equal to the average regasification capacity set for that Terminal User and increased by the nitrogen injection capacity if required in accordance with the provisions of clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 7.1.6 The Operator shall set the contractual capacity and the minimum regasification capacity for Terminal Users taking the following into account:
- 7.1.6.1 the contractual capacity specified in the application to provide regasification services or in the order for spot services,
- 7.1.6.2 contractual capacities included in the agreements,

- 7.1.6.3 orders for contractual capacity, as referred to in clause 7.1.7;
- 7.1.6.4 frequency of tankers' arrivals and the size of load, assuming the optimum use of the terminal's installation
- 7.1.6.5 the need to ensure continuity of the regasification process from 150,000 to 570,000 m³/h.
- 7.1.7 Terminal Users obtaining long-term regasification services may submit to the Operator, by 15 September of the gas year, orders for additional average regasification capacity or additional contractual capacity for another gas year. Requested contractual capacity may not be lower than the average regasification capacity or the contractual capacity set in the regasification agreement.
- 7.1.8 By 15 October of each gas year, the Operator shall set the contractual capacity for the next gas year for the Terminal Users obtaining long-term regasification services.
- 7.1.8.1 if an order for additional contractual capacity for the next gas year is not submitted, the contractual capacity shall be equal to the contractual capacity specified in the regasification agreement, but no higher than the product of the average regasification capacity increased by the required nitrogen injection capacity and the correction coefficient set in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania.**;
- 7.1.8.2 the assigned contractual capacity shall be consistent with the Terminal User's order, but no higher than the product of the average regasification capacity increased by the required nitrogen injection capacity and the correction coefficient set in accordance with clause **Błąd! Nie można odnaleźć źródła odwołania.**;
- 7.1.8.3 no higher than the contractual capacity allocated to the Terminal User at the entry point to the transmission system, at the point of connection with terminal installations. Contractual capacity may be assigned provided that the Terminal User or its contracting party confirms the right to contractual capacity in the transmission system within a period of 2 months from the date of the Terminal User's receipt of conditional allocation of contractual capacity from the Operator.
- 7.1.9 To prevent any contractual limitations, if all the regasification agreements and all the contractual capacity orders cannot be performed, then pursuant to clause 7.1.4, the Operator, by 28 September, may set a correction coefficient, greater than or equal to 1, to determine contractual capacity. The correction coefficient shall be published on the Operator's website. Activities undertaken by the Operator under this procedure shall in no case limit the Terminal User's right to use the average regasification capacity increased by the required

nitrogen injection capacity, determined based on the volume of loads set in the annual schedule of arrivals.

7.1.10 By 15 October of each gas year, the Operator shall set the minimum regasification capacity for the next gas year for the Terminal Users obtaining long-term regasification services. The minimum regasification capacity is calculated for the relevant Terminal User as the product of 75,000 m³/h of gaseous fuel and the quotient of the average regasification capacity allocated to the Terminal User and the sum of average regasification capacity levels of the Terminal Users obtaining long-term regasification services.

$$Q_{\min} = 75 \times \frac{Q_{SI}}{\sum_{i=1}^n Q_{SI}}$$

Q_{\min} – minimum regasification capacity allocatable to the Terminal User

Q_{SI} – average regasification capacity allocatable to the Terminal User

7.1.11 The provisions of clauses **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.** are applied accordingly when determining contractual capacity and minimum regasification capacity for spot services.

7.1.12 If the quantity of unloaded LNG, the tanker arrival frequency and the quantity of gaseous fuel specified in nominations does not allow to maintain the minimum regasification capacity set for the Terminal User, the Terminal User shall cover all the resulting damages and costs incurred by the Operator or other Terminal Users, in particular on account of the necessity of limiting or suspending and then re-launching the terminal's installations, including the costs of purchasing LNG, damages, rebates that third parties may demand from the Operator, all the costs incurred to restore the terminal's correct operation and any damages caused to the terminal's technical infrastructure.

7.2 Change of capacity

7.2.1 By 15 September of each gas year, the Terminal User may apply to the Operator for additional average regasification capacity for the next gas year and if the Terminal User obtains long-term services pursuant to an agreement concluded for an indefinite term, the Terminal User may also apply for decreasing the average regasification capacity for the next gas year. The Terminal User should attach documents specified in clause **Błąd! Nie można odnaleźć źródła odwołania.** to such an application.

7.2.2 The Operator shall examine the application to change contractual capacity, taking the following into account:

7.2.2.1 regasification agreements currently being performed,

- 7.2.2.2 prior applications to provide regasification capacity or applications to change contractual capacity,
- 7.2.3 The date of filing a complete application which has passed a formal and legal verification process shall be decisive for the order of examining the applications. In the case of applications filed on the same day, the order in which they are received in the Operator's office shall be decisive for the order of their examination.
- 7.2.4 By 15 October, the Operator shall inform the Terminal User about the change to average regasification capacity or about its refusal to change average regasification capacity.
- 7.2.5 The Operator may refuse to change average regasification capacity if the conditions set forth in clauses **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.** or **Błąd! Nie można odnaleźć źródła odwołania.** are not met. The provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.** shall be applied accordingly.
- 7.2.6 A change to contractual capacity requires an annex to the regasification agreement made in writing; otherwise, it shall be null and void.

7.3 Nominations

- 7.3.1 In order to perform the regasification agreement, the Terminal User shall notify the quantities of gaseous fuel to be transferred to the exit point in its nominations. The nominations may be changed following the renomination procedure. A renomination approved in accordance with provisions of the instructions shall have the status of an approved nomination.
- 7.3.2 In nominations and renominations, quantities of gaseous fuel are specified in m³.
- 7.3.3 Nominations are submitted weekly.
- 7.3.4 The quantities of gaseous fuel specified in nominations should be determined to ensure that the unloaded LNG quantity is regasified and transmitted to the exit point by the arrival date of Terminal User's another tanker, while not exceeding the contractual capacity and the minimum regasification capacity. If it is technically possible, the Operator may permit an earlier or later unloading of the next tanker of the Terminal User vis-à-vis the condition specified in the preceding sentence.
- 7.3.5 If the Terminal User has obtained information that the tanker's arrival date at the unloading berth may be delayed as compared to the date agreed in the monthly schedule of arrivals, it shall notify the Operator about this fact immediately and submit the relevant renominations.

- 7.3.6 The nominations and renominations submitted by the Terminal User should take into account the renovation work defined by the Operator pursuant to clause 10 and any limitations and suspensions of the terminal's work by the Operator pursuant to provisions of the Terminal Instructions, or of the transmission system by the TSO pursuant to IRiESP.
- 7.3.7 If the Operator is informed by the TSO, also following a different procedure than that specified in clause 7.4, that the gaseous fuel quantities specified in the nomination cannot be sent, the Operator shall immediately inform the Terminal User about this fact. Within 2 hours from receipt of such information, the Terminal User is obligated to adjust the nomination and deliver renomination to the Operator.
- 7.3.8 The Terminal User is responsible for notifying the quantities of gaseous fuel included in the nominations and renominations submitted to the TSO.
- 7.3.9 The nominations and renominations and information about their approvals are transmitted in accordance with the procedures and on terms set forth in clause 12.
- 7.3.10 The Operator may provide information about the nominations and renominations executed with the Operator to the TSO.
- 7.3.11 Nominations specify gaseous fuel quantities transmitted to the exit point for each gas day of another gas week.
- 7.3.12 Daily gaseous fuel quantities specified in nominations and renominations may not exceed:
- 7.3.12.1 the maximum quantities defined as 24 times the current contractual capacity.
 - 7.3.12.2 the minimum quantities defined as 24 times the current minimum regasification capacity.
- 7.3.13 The Terminal User provides nominations to the Operator each Thursday, by 10 a.m.
- 7.3.14 The Operator shall inform the Terminal User on whether the nomination was approved or rejected by Friday by 10 a.m.
- 7.3.15 A nomination may be rejected for the following reasons:
- 7.3.15.1 in compliance with the provisions of clauses **Błąd! Nie można odnaleźć źródła odwołania.**, **Błąd! Nie można odnaleźć źródła odwołania.** or **Błąd! Nie można odnaleźć źródła odwołania.**,

- 7.3.15.2 differences between nominations in the exit point and at the point of connection with the transmission system, as determined during the nomination consistency verification procedure according to clause 7.4,
- 7.3.15.3 the TSO reporting limited flow capacity, which makes it impossible to perform the service according to the nominations submitted by the Terminal User.
- 7.3.16 If a nomination is rejected, the Operator shall provide the reasons for rejecting it.
- 7.3.17 If a nomination is rejected within the deadline referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the Terminal User shall deliver an adjusted nomination to the Operator, by Friday by 2 p.m.
- 7.3.18 The Operator shall inform the Terminal User about whether the adjusted nomination was approved or rejected by Friday by 4 p.m.
- 7.3.19 If the parties do not agree on the nomination in the manner specified above, the Operator deems as approved the nomination specifying the quantities of gaseous fuel as specified in the nomination submitted by the Terminal User, while taking into account the limitations and suspensions referred to in clauses **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania.**. The Operator shall inform the Terminal User about approved nominations by Friday by 6 p.m.
- 7.3.20 If the Terminal User fails to deliver to the Operator a nomination for another gas week within the deadline set forth in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the Operator shall deem the most recent approved nomination to have been submitted by the Terminal User.

7.4 Checking the compliance of the nomination in the transmission system

- 7.4.1 The nominations notified by the Terminal User should comply with the nominations corresponding to them in the transmission system.
- 7.4.2 If a discrepancy is found between the nominations referred to in clause 7.4.1 and the Terminal User does not transmit the corrected nomination by Friday by 2 p.m., the “lower stream” principle shall be applied, which means that streams in both systems shall be reduced to the lower level specified in the nominations being compared.
- 7.4.3 In the situation referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the Operator shall accept as approved the nomination specifying

gaseous fuel quantities agreed in accordance with clauses **Błąd! Nie można odnaleźć źródła odwołania.** and **Błąd! Nie można odnaleźć źródła odwołania..** The Operator shall inform the Terminal User about approved nominations by Friday by 6 p.m.

7.5 Renominations

- 7.5.1.1 A Terminal User may make renominations of daily quantities of gaseous fuel, notified for nomination, up to 3:00 p.m. of the day preceding the day to which renomination applies. In the event of submitting renominations several times in a given day, the last renomination notified shall be taken into consideration.
- 7.5.1.2 On that same day, by 4 p.m. the Operator shall notify the Terminal User about the acceptance or rejection of the renomination and a statement of the reasons for rejecting the renomination.
- 7.5.1.3 Renomination may be rejected for the reasons enumerated in clause **Błąd! Nie można odnaleźć źródła odwołania..**
- 7.5.1.4 In the event of rejecting the renomination referred to in clause 7.5.1.2, by 6 p.m. the Terminal User shall transmit a corrected renomination giving consideration to the reasons for rejection stated by the Operator.
- 7.5.1.5 The Operator shall inform the Terminal User about the acceptance or rejection of the renomination referred to in clause 7.5.1.4 by 8 p.m. on the day preceding the gas day to which the renomination applies.
- 7.5.1.6 If the Operator rejects the renomination referred to in clause 7.5.1.4, the nomination binding the parties shall be the last nomination approved by the Operator without prejudice to clause 7.3.19.
- 7.5.1.7 In the event of increasing or decreasing the offtake of gaseous fuel in an emergency situation in the terminal or the transmission system or in the event of a documented occurrence of an emergency situation in the recipient installation of the Terminal User, the Terminal User may transmit a renomination for the current or next gas day, up to the end of the gas day affected by the event. The renomination may not, however, cause the regasification capacity to fall below the minimum regasification capacity.
- 7.5.1.8 In the event that the Terminal User submits the renomination referred to in clause 7.5.1.7 with a justification, the Operator shall inform the Terminal User within one hour after the submission of the renomination of its acceptance or rejection while stating the reason for rejection.

7.5.2 Checking the compliance of the renomination in the transmission system

- 7.5.2.1 The renominations notified by the Terminal User should comply with the nominations (renominations) corresponding to them in the transmission system.
- 7.5.2.2 If the procedure for checking the compliance of renominations in the transmission system reveals a discrepancy in the renomination, the Operator shall notify the Terminal User about the non-compliance of the renominations by the deadlines prescribed by clause 7.5.1.2.
- 7.5.2.3 In the event of non-compliance of the renominations referred to in clause 7.5.2.2 and if the Terminal User does not transmit the corrected renomination by 6 p.m., the provisions in clause 7.4.3. shall apply.

7.6 Allocation

- 7.6.1 In the event that gaseous fuel is transferred to the transmission system by a single Terminal User, the total quantity of gaseous fuel and the maximum hourly quantity of gaseous fuel determined on the basis of the readings of the measurements in the exit point shall be allocated to that Terminal User.
- 7.6.2 The Operator may conclude a contract with at least one Terminal User by the power of which it shall express consent to allocating the difference between the quantities of gaseous fuel specified in the approved nominations and transferred for distribution at the exit point.
- 7.6.3 Terminal Users may conclude a contract specifying methods of allocation complying with the provisions of clause 7.6.5, that shall be in force after acceptance by the Operator. For the purpose of allowing Terminal Users to conclude an allocation contract, the Operator shall notify the Terminal User that the Operator has concluded another regasification agreement within 7 business days after the date of the planned commencement of rendering regasification services pursuant to the next agreement.
- 7.6.4 In the event of amendment, a contract of the Terminal Users shall still be valid – with respect to the Operator – between the parties to the agreement who are still Terminal Users insofar as the provisions of the contract, despite the change in the parties thereto, are in compliance with the provisions of clause 7.6.5. In the event a new entity joins a contract, the amended contract is in force – with respect to the Operator – after its acceptance by the Operator.
- 7.6.5 The contract referred to in clause 7.6.3 should make support a total division of the quantity of gaseous fuel transferred to the transmission system for individual Terminal Users. The contract should define the methods of

allocation in the event of not meeting the qualitative parameters of the gaseous fuel specified in IRiESP or the pressure of a delivery to the exit point.

- 7.6.6 In the event that the contract referred to in clause 7.6.3 has not been concluded by all the Terminal Users, the quantities of gaseous fuel transferred to the exit point shall be allocated, in total, to all the Terminal Users who are parties to the contract and to all the Terminal Users who are not parties to the contract pro rata to the sum of the nominations approved for Terminal Users who are parties to the contract and the nominations approved for Terminal Users who are not parties to the contract. The allocation of the quantities of gaseous fuel transferred for distribution or received at the exit point to Terminal Users who are parties to the contract referred to in clause 7.6.3 shall take place in accordance with the terms and conditions of the contract.
- 7.6.7 In the event of not concluding the contract referred to in clause 7.6.2 or in clause 7.6.3, and if the provisions in clause 7.6.8 or 7.6.9 are not applicable, the quantities of gaseous fuel transferred to the exit point shall be allocated to the individual Terminal Users pro rata to the approved nominations.
- 7.6.8 In the event of not concluding the contract referred to in clause 7.6.2 or in clause 7.6.3, the differences between the total quantities of gaseous fuel established in all the approved nominations and the quantities transferred to the exit point shall be allocated to the Terminal User who has the right to at least 70% of the total procured contractual capacity. The foregoing rules are not applicable in the event of not ensuring the minimum pressure of delivery to the exit point or the qualitative parameters of the gaseous fuel.
- 7.6.9 In the event of concluding the interconnect contract referred to in clause 7.6.10, the quantities established in the Terminal User's approved nomination are accepted as the daily quantities of gaseous fuel transferred to the exit point. The foregoing rules are not applicable in the event of exceeding the limit for the Operator's account fixed in the contract. The Operator shall convey information to the Terminal User in the event that the limit for the Operator's account exceeds 80%.
- 7.6.10 The Operator may conclude a contract with the TSO to keep the Operator's account for the gaseous fuel transferred to the TSO's transmission system. This contract should specify in particular:
- 7.6.10.1 the maximum quantity of gaseous fuel that may be mutually transferred between operators for the purpose of equalizing the differences between the quantities specified in the approved nomination and the quantities factually transferred to the transmission system. The value of these differences is determined on the basis of the settlement data of the factual flow between the terminal and the transmission system,

7.6.10.2 the rules for equalizing the balance of the Operator's balance and the rules of settlement for the gaseous fuel transferred or received at the end of the term of validity of the contract.

7.6.11 The Operator conducts allocation according to the conditions described above.

7.7 Rules for establishing the quantities and qualitative parameters of the gaseous fuel transferred to the exit point

7.7.1 The quantities of gaseous fuel transferred to the transmission grid in the exit point are determined on the basis of the readings of the measurements taken in accordance with the provisions of this clause and the allocation rules described in clause 7.6.

7.7.2 The measurement of the quantity of gaseous fuel and of its qualitative parameters in the exit point is performed in the measurement station:

7.7.2.1 measurement lines are compliant with the Standard PGNiG - ZN-G-4003:2000 as U3 lines. Turbines shall be applied as gas meters, ultrasound flow meters shall be applied as control flow meters; a working gas meter and a control gas meter shall be installed in series in every measurement line;

7.7.2.2 gas meters are equipped with a converter and pressure and temperature gauges making it possible to convert the flow into normal conditions

7.7.2.3 qualitative parameters of gaseous fuel are established using:

7.7.2.3.1 a process gas chromatograph with automatic calibration,

7.7.2.3.2 a sulfur measurement (H₂S and RSH and total sulfur),

7.7.2.3.3 a continuous measurement of the water and hydrocarbon dew point.

7.7.3 The Terminal User and the Operator are obliged, in the event of discovering that gaseous fuel of a quality inconsistent with the requirements of IRiESP may be transferred, to notify each other without delay about the possibility that such a situation may occur.

7.7.4 The terminal shall be able to accept LNG with a varying chemical composition in accordance with the provisions of clause 6.5. In the event of "heavy" LNG with a high Wobbe index, for the purpose of ensuring the required qualitative parameters of the gaseous fuel in the exit point, it may be necessary to reduce the Wobbe index. This shall be done by adding nitrogen to the natural gas before the measurement line.

7.8 Rules for buying gaseous fuel for the Operator's needs

7.8.1 The Operator purchases LNG or natural gas for its proprietary needs from:

7.8.1.1 Terminal Users,

7.8.1.2 power companies and other suppliers active in the trade of LNG or gaseous fuel,

7.8.2 A Terminal User sells natural gas to the Operator for the terminal's technological needs stemming from the provision of regasification services. Natural gas is bought for the purpose of generating energy in a quantity no greater than 2.5% of the unloaded quantity of LNG.

7.8.3 The quantity of natural gas sold is determined by the Operator as the difference between the energy contained in the unloaded LNG and the energy of the gaseous fuel transferred to the exit point and the energy of the LNG reloaded onto tank trucks during the regasification period, calculated in kWh. The parties shall confirm the quantity of gaseous fuel sold in a report prepared within five (5) days after the end of the regasification period.

7.8.4 The Operator buys gaseous fuel from a Terminal User at a price no higher than the average price fixed in the Terminal User's tariff, and if there is no tariff, at the reference price of the gas. If the fees set in the Terminal User's tariff or the reference price of the gas are expressed in volume units, the quantity of the sold natural gas shall be determined based on the average gross calorific value in the regasification period.

7.8.5 Pursuant to the report referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**, the Terminal User shall issue an invoice within four (4) days and shall deliver it to the Operator.

7.9 Receipt of unloaded quantity of LNG

7.9.1 The Terminal User is obliged to take receipt from the terminal the entire unloaded quantity of LNG minus the quantity purchased by the Operator in accordance with the provisions of clause 7.8, during the term of validity of the regasification agreement.

7.9.2 The Terminal User is obliged to submit the pertinent nominations for the purpose of taking receipt of the entire unloaded quantity of LNG.

- 7.9.3 In the event that a Terminal User fails to submit nominations for the receipt of LNG or gaseous fuel in accordance with clause 7.9.1, the Operator of the terminal, after the deadline prescribed by clause 7.9.1 shall take over the right to the LNG or gaseous fuel for 50% of the reference price of gas. The regulations of the Civil Code on sales shall be applicable to matters not governed by this clause. This provision shall not be applied in the event that some other regasification agreement shall be concluded by and between the Parties, forming the grounds for the Operator's further process storage and regasification of the quantity of LNG left by the Terminal User in the terminal.

8 ADDITIONAL SERVICES

- 8.1.1 A Terminal User obtaining regasification services may file a demand for additional services at the latest in the draft monthly schedule of arrivals or a purchase order for spot services. The Operator awards additional services in the monthly schedule of arrivals, a short-term contract or a confirmation of the purchase order for spot services.
- 8.1.2 The Operator renders as an additional service LNG reloading to tank trucks and customization of the qualitative parameters of the regasified gaseous fuel to the requirements of IRiESP to reduce the Wobbe index by adding nitrogen.
- 8.1.3 A Terminal User may submit an application for LNG reloading services to be rendered to it onto tank trucks in a quantity no greater than 5% of the unloaded quantity of LNG unless the Operator has offered additional available capacity of the installation for reloading LNG onto tank trucks. The regasification agreement specifies the detailed rules for customizing the qualitative parameters of the regasified gaseous fuel to the requirements of IRiESP with respect to reducing the Wobbe index by adding nitrogen. The Operator shall add an appropriate quantity of nitrogen to the natural gas to allow maintenance of the qualitative parameters of the gaseous fuel at the exit point.

8.2 Reloading onto tank trucks

- 8.2.1 The Terminal User shall inform the Operator about the quantities of LNG planned for a given week to be reloaded onto tank trucks broken down by the individual days.
- 8.2.2 The Terminal User shall transmit the notification referred to in clause 8.2.1 to the Operator on every Thursday by 10:00 a.m.
- 8.2.3 The Operator shall transmit information on the notification approved for a given Terminal User by Friday by 10:00 a.m., stating therein the timeframe for loading tank trucks on the specific days and the quantity of reloaded LNG.
- 8.2.4 When reloading LNG to an LNG transport set, the Terminal User is obliged to act in accordance with the regulations of law, including the Act of 28 October 2002 on the Carriage of Dangerous Goods by Road (Journal of Laws of 2002, No. 199, Clause 1671 as amended), the executive orders issued thereto and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).
- 8.2.5 In particular, the Terminal User shall procure that the driver and the LNG transport set meet the requirements of the law, including the ones ensuing from the regulations specified in clause 8.2.4.

- 8.2.6 In particular, the Terminal User shall procure that:
- 8.2.6.1 the required documentation is in the LNG transport set;
 - 8.2.6.2 the LNG transport set shall not have defects or missing equipment,
 - 8.2.6.3 after completing the reloading of LNG there are no leakages or inadequate seals in the LNG transport set, etc.;
 - 8.2.6.4 the deadline for the next technical inspection of the LNG transport set has not elapsed;
 - 8.2.6.5 the required signs and warning labels are on LNG transport sets;
 - 8.2.6.6 the maintenance of the tanks and their equipment has been conducted in a way that guarantees that in normal conditions of usage the LNG transport set shall meet the requirements of the ADR until the time of the next inspection;
 - 8.2.6.7 additional checks of the LNG transport set have been conducted if there is a suspicion that the safety of a tank or its equipment has been breached as a result of repair, changes made or as a result of an accident.
- 8.2.7 The Operator may refuse to reload LNG in an LNG transport set in the event of not observing the requirements referred to in clause 8.2.1, clause 8.2.4 or clause 8.2.6.
- 8.2.8 Actions before tanking.
- 8.2.8.1 The Operator's representative shall grant consent for an LNG transport set to drive into the tanking zone.
 - 8.2.8.2 Before driving into the tanking zone the Operator's representative shall check the driver's qualifications, including his ADR certificate. The Operator's representative shall check the documentation, in particular it shall check the documents of the LNG transport set, the certificate of admittance of the vehicle for carriage, while ensuring that the deadline for the next inspection has not been exceeded and that the LNG transport set has a permit for carriage of LNG. Before driving into the tanking zone, the Operator's representative shall also be authorized to subject the driver to a breathalyzer test.
 - 8.2.8.3 The Terminal User shall procure the notifications required by law to the pertinent authorities, for the carriage of LNG by an LNG transport set.

- 8.2.8.4 If the state of wear and tear of an LNG transport set gives rise to doubts, or if it does not have the required documentation, or if the driver does not hold the relevant qualifications, the Operator's representative shall refuse to permit entrance into the tanking zone.
- 8.2.8.5 The Operator's representative and the driver of the LNG transport set, after checking the driver's qualifications and the documentation of the transport set shall fill out and sign the list of control actions.
- 8.2.8.6 The driver shall be informed of the rules of safety in force in the tanking zone.
- 8.2.8.7 Only three LNG transport sets may be in the tanking zone at one time.
- 8.2.8.8 Before starting to tank, the status of the tank's cooling is checked. The Operator's representative makes the decision on cooling tanks with nitrogen prior to tanking.
- 8.2.8.9 If a tank has the appropriate temperature, the Operator's representative issues an order to the driver to enter the tanking berth. After entering, the driver turns off the engine, gives the keys to the Operator's representative and goes to the space for drivers. The driver may not be in the tanking berth.
- 8.2.8.10 Prior to starting the tanking, the LNG transport set is weighed. The Operator's representative and the Terminal User participate in weighing activities. If the parties have not resolved otherwise in writing, the driver of the LNG transport set represents the Terminal User during weighing activities.
- 8.2.9 Tanking activities are conducted in the following manner:
- 8.2.9.1 when filling the LNG transport set, one must observe the maximum permitted filling level or the maximum permitted mass of content per liter of volume in the LNG transport set as specified for LNG;
- 8.2.9.2 after filling the LNG transport set, the Operator's representative checks that the closures are sealed and whether on the external surface of the filled LNG transport set, there is any dangerous residue of the LNG being loaded;
- 8.2.10 In preparing the LNG transport set for carriage the Terminal User procures that the tanks and the trucks bear the signs required by law.
- 8.2.11 After finishing tanking, the LNG transport set is subject to being weighed again. A reloading report is prepared of the weighing activity and it is signed by the Operator's representative and the Terminal User. The provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.** apply accordingly.

- 8.2.12 The qualitative parameters of LNG reloaded onto tank trucks are determined based on measurements performed in the terminal by the Operator with the use of a chromatograph. Such parameters are confirmed in a report signed by the Operator's representative and the Terminal User.
- 8.2.13 The Operator issues and conveys to the driver the carriage documents required by the regulations of law, including ADR.
- 8.2.14 After finishing tanking, the LNG transport set departs the tanking berth without delay.

9 INVOICING AND PAYMENTS FOR SERVICES

9.1 Types of invoices

9.1.1 Payments for provided services shall be calculated based on the then valid tariffs and documents specified in the Terminal Instructions.

9.1.2 The Operator shall issue invoices the contents of which shall comply with the provisions of law.

9.1.3 In particular, the Operator shall issue the foregoing types of invoices:

9.1.3.1 preliminary invoice – issued by the Operator for the regasification service provided in the relevant settlement period based on the quantities of LNG loads specified for that settlement period in the framework schedule of arrivals and in the confirmation of the order for spot services and the contractual capacities,

9.1.3.2 basic invoice – issued by the Operator for the regasification services and additional services provided in the settlement period based on the settlement report,

9.1.3.3 invoice for additional activities – issued by the Operator after the provision of the service based on additional costs incurred by the Operator for the provision of the services,

9.1.3.4 correction invoice – issued in the event of an error in settlement and invoicing or in the event of acceptance of a complaint submitted by the Terminal User,

9.1.3.5 interest note – issued by the Operator in the event of the Terminal User's failure to meet the payment deadlines.

9.2 Monthly settlement and invoicing of provided regasification services

9.2.1 By the seventh (7th) day of the settlement period, the Operator shall issue a preliminary invoice. The amount of the preliminary invoice shall be calculated as the sum of 100% of the fixed fee calculated based on the currently applicable contractual capacity and 50% of the variable fee for the regasification service determined based on the monthly quantity of LNG loads specified in the framework schedule of arrivals or in the conformation of the spot services.

- 9.2.2 By the fifth (5th) day after the settlement period, a settlement report shall be drawn up and agreed regarding the services performed in the settlement period, including in particular:
- 9.2.2.1 quantities of gaseous fuel allocated to the Terminal User as transferred to the exit point,
 - 9.2.2.2 LNG quantities reloaded into tank trucks, activities performed under the additional service of reloading into tank trucks (weighing, cooling the tank trucks),
 - 9.2.2.3 quantities and capacities of nitrogen injections into natural gas allocated to the Terminal User under the additional service of reducing the Wobbe index by adding nitrogen.
- 9.2.3 In the event the Terminal User fails to authorize its representatives to agree on the settlement report or if such representatives groundlessly refuse to sign the report, the report shall be signed unilaterally by the Operator's representative. If the parties fail to sign the settlement report, the Terminal User shall be entitled to submit a complaint.
- 9.2.4 By the seventh (7th) day after the settlement period, the Operator shall issue a basic invoice for the regasification service and additional services provided in the settlement period based on the settlement report. The amount of the invoice shall be decreased by the amount resulting from the preliminary invoice referred to in clause 9.2.1. Attached to the basic invoice shall be the signed settlement report.
- 9.2.5 By the seventh (7th) day after the settlement period, the Operator shall issue an invoice for additional services taking into account additional costs incurred by the Operator for the provision of the service in the settlement period.

9.3 Rules for sending and receiving invoices

- 9.3.1 Invoices issued by the Operator with attachments forming the basis for their issuance shall be sent by registered mail or delivered in a different manner with an acknowledgement of receipt to the Terminal User's address indicated in the regasification agreement.
- 9.3.2 The Terminal User shall send the invoice referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.** by registered mail or deliver it in a different manner with an acknowledgement of receipt to the Operator's address indicated in the regasification agreement.
- 9.3.3 The parties agree that an invoice sent to the address indicated in the regasification agreement shall be deemed effectively delivered.

9.4 Methods and terms of payment

- 9.4.1 The invoice amounts shall be payable by bank transfer to the Operator's account indicated in the invoices.
- 9.4.2 The invoices enumerated in clause 9.2 shall be paid within fourteen (14) days of the date of issue.
- 9.4.3 The date of payment of a liability shall be the date of crediting the Operator's bank account.
- 9.4.4 Each payment made by the Terminal User shall be posted against the oldest liabilities, with first priority given to statutory interest.
- 9.4.5 The invoice for sale of natural gas referred to in clause 7.8.5 shall be paid within fourteen (14) days of delivery of the invoice to the Operator. The Terminal User agrees to settle the purchase value by making a deduction from the remuneration due the Operator.

9.5 Missing the payment deadline

- 9.5.1 The Terminal User's untimely payment of financial liabilities shall result in accrual of statutory interest for each day of the delay. The amount of accrued statutory interest shall be payable based on an interest note issued by the Operator within seven (7) days of the date of issue of that note for the Terminal User.
- 9.5.2 The Operator may use the securities described in the Terminal Instructions if the Terminal User is late with payment.
- 9.5.3 Termination of the agreement shall not release the Terminal User from the obligation to pay all its liabilities and interest.
- 9.5.4 The Terminal User should report any invoice-related complaints within seven (7) business days of receipt of the invoice.
- 9.5.5 If the invoice-related complaint concerns calculation errors, the Terminal User shall be obligated to timely pay the correctly calculated amount agreed upon with the Operator.
- 9.5.6 The Terminal User's submission of a complaint concerning other issues than calculation errors shall not release the Terminal User from the obligation to pay the due and payable liabilities resulting from the invoices.
- 9.5.7 The Operator shall be obligated to handle the complaint within fourteen (14) days of the date of receipt.

- 9.5.8 If the complaint is accepted, the Operator shall issue a correction invoice within seven (7) business days of the date of acceptance of the complaint and shall immediately send it to the Terminal User. Any surplus payment shall be counted by the Operator towards future payments. An invoice shall be issued for the surplus payment in accordance with the applicable laws.
- 9.5.9 If within three (3) days of receipt of the correction invoice the Terminal User demands reimbursement of the surplus payment, it shall be transferred to the Terminal User's account.

9.6 Resolution of disputes concerning invoicing and payments

- 9.6.1 In the event of a dispute between the Operator and the Terminal User regarding invoices issued by the Operator, the parties shall make efforts to resolve the dispute by way of negotiations.
- 9.6.2 If within thirty (30) days of the date of delivery of a call to resolve the dispute amicably the parties fail to reach an agreement, the disputable issues shall be resolved by an ordinary court with jurisdiction over the Operator's registered office.

10 REPAIR WORKS

- 10.1.1 To ensure safety and maintain an appropriate level of reliability of the terminal's operation, the Operator shall conduct necessary operational, diagnostic, repair, maintenance, installation and modernization works (hereinafter "works").
- 10.1.2 By the end of December of each year, the Operator shall publish on its website information on the scope of works planned for the period from 1 January of the current year to 31 December of the following year which could cause changes in the conditions of operation of the terminal resulting in limitations to provision of the regasification service or additional services. In such information, the Operator shall include information from the TSO making efforts to take into account in its works the dates provided by the TSO.
- 10.1.3 Determining the detailed dates of works and their consequences on the Terminal User by way of an arrangement between the Operator and the Terminal User should take place no later than 21 days before the commencement of such works.
- 10.1.4 In justifiable cases, the Operator may introduce changes to the scope and dates of works during a gas year in progress. Such changes may also be introduced by the Operator at a justifiable request of the Terminal User or the TSO. The Operator shall make efforts to minimize the consequences of any limitations caused by such planned works.
- 10.1.5 Information on any changes in the dates of works shall be provided by the Operator to the Terminal Users affected by such information 3 months before the commencement of the works.
- 10.1.6 The Terminal User shall be obligated to take into account in its schedule of arrivals and nominations the limitations referred to in clause 10.
- 10.1.7 During periods of limitations caused by the conduct of the works referred to in clauses 10.1.2 and 10.1.4, the Operator shall be released from the obligation to unload or regasify any unloaded LNG or to provide any additional services.
- 10.1.8 For the period of suspension or limitation of the provision of the regasification service or additional services as a result of works conducted by the Operator, the fixed fees shall be reduced in accordance with the then valid tariff.
- 10.1.9 The Operator shall make efforts to limit the total duration of planned repair works in any given year to a maximum of 10 business days.

11 MANAGING LIMITATIONS

11.1 The Operator's activities allowing it to eliminate the possibility of occurrence of limitations to the capacity of the terminal installations

- 11.1.1 At the stage of examining applications for provision of the regasification service, the Operator shall analyze the possibility of performance of new agreements so that such performance does not decrease the security level of operation of the terminal installations or the integrity of the terminal installations or the quality of the gaseous fuel delivered to the existing Terminal Users.
- 11.1.2 If the possibility of provision of the regasification service exists, the Operator shall offer the available capacity of the terminal installations taking into account the order of receipt of complete applications for the regasification service which has successfully passed the formal and legal verification process.
- 11.1.3 In order to prevent the occurrence of limitations to the capacity of the terminal installations, the Operator shall cooperate with the TSO pursuant to the terms and conditions set forth in the interoperator contract.
- 11.1.4 Moreover, the Operator shall undertake the following activities preventing the occurrence of limitations to the capacity of the terminal installations:
- 11.1.4.1 assign contractual capacities in a manner ensuring full use of the capacity of the terminal installations,
 - 11.1.4.2 set the minimum regasification capacities and direct the terminal's work in a manner ensuring optimum use of the terminal installations,
 - 11.1.4.3 execute regasification agreements containing provisions concerning the manner of conduct in the event of failure to use the reserved capacity of the terminal installations,
 - 11.1.4.4 operate and direct the terminal's work so as to reduce the probability of occurrence of limitations to the capacity of the terminal installations,
 - 11.1.4.5 monitor the technical and quality parameters of unloaded LNG and natural gas,

- 11.1.4.6 plan the works so as not to cause any limitations of access to the terminal installations, but if the occurrence of limitations associated with the conducted works is necessary, make efforts to minimize the consequences of limitations caused by the planned works,
- 11.1.4.7 develop action procedures for emergency situations.

11.2 Managing contractual limitations

- 11.2.1 The Operator shall conduct an ongoing evaluation of use of the allocated capacity of the terminal installations for regasification services, including the contractual capacity and the average and minimum regasification capacity, taking into account the currently provided regasification services under the executed regasification agreements and the accepted applications for provision of the regasification service. Such analyses are aimed at preventing the possibility of blocking the capacity of the terminal installations and preventing the occurrence of contractual limitations.
- 11.2.2 In the event of the occurrence of contractual limitations preventing the execution of a regasification agreement, the Operator shall make efforts to reduce such limitations by undertaking the activities prescribed in the Terminal Instructions, in particular the provisions of clause 7.1.9.
- 11.2.3 If during the examination of a new application for provision of regasification services it turns out that there is no available capacity of the terminal installations but reserved and unused capacity of the terminal installations exists under the currently performed regasification agreements or additional services, the Operator shall call on the Terminal User who is not using the entire capacity of the terminal installations allocated to it to submit, within 15 days, written information on the reasons and anticipated duration of its failure to use the entire capacity of the terminal installations allocated to it.
- 11.2.4 Unless the Terminal User presents its explanations in accordance with clause 11.2.3 or unless its presented explanations provide a credible basis for deciding that the Terminal User's failure to use the entire capacity of the terminal installations allocated to it is justifiable or if the Terminal User needs that capacity to be able to fulfill its existing contractual obligations, the Operator, after consultation with the President of the Energy Regulatory Authority (URE), shall request the Terminal User to resell or offer the unused part of the capacity of the terminal installations allocated to it. During its analysis of the presented explanations, the Operator shall take into consideration archive data on the Terminal User's use of the contracted capacity of the terminal installations.

- 11.2.5 The Terminal User may resell or offer the unused capacity of the terminal installations allocated to it in full or in part to another Terminal User in accordance with the provisions of clauses 11.2.7 to 11.2.16.
- 11.2.6 In order to facilitate the Terminal User's purchase, sale or offer of the fully or partially unused capacity of the terminal installations allocated to it, the Operator shall publish on its website a Bulletin Board with the Terminal Users' announcements.
- 11.2.7 Terminal Users may sell or offer the unused capacity of the terminal installations allocated to them in full. If the capacity of the terminal installations allocated to them is resold or offered in part, the subject matter of the transaction may be the following:
- 11.2.7.1 arrival timeframe and load – if the Terminal User may regasify the load within the contractual capacity allocated to that Terminal User,
 - 11.2.7.2 all or part of the unloaded LNG – if the purchaser may regasify the unloaded LNG quantity within the contractual capacity allocated to that purchaser,
 - 11.2.7.3 the part of the contractual capacity constituting a surplus over the average regasification capacity increased by the nitrogen injection capacity,
- 11.2.8 In the event of an intention to purchase, sell or offer a fully or partially unused allocated capacity of the terminal installations, the Terminal User shall submit a proposal to the Operator in accordance with the model published on the Operator's website. The proposal must include at least the following:
- 11.2.8.1 identification of the Terminal User,
 - 11.2.8.2 subject matter and price of the transaction,
 - 11.2.8.3 binding term of the proposal.
- 11.2.9 The proposal form consistent with the model published on the Operator's website should be delivered to the Operator in an electronic form to the e-mail address published on the Operator's website and by registered mail to the Operator's registered office no later than within fourteen (14) days before the date of the proposed sale, offer or purchase of the full or partial capacity of the terminal installations allocated to the Terminal User.
- 11.2.10 If the proposal fails to satisfy the above requirements, the Operator reserves the right not to publish the proposal and at the same time inform the Terminal User thereof in an electronic form to the address from which the proposal has been sent and by registered mail.

- 11.2.11 The Operator shall not assume liability for the contents of the published proposals, however shall be liable for consistency of the published proposals with the form delivered by the Terminal User.
- 11.2.12 After the elapse of the binding term of the proposal, the Operator shall remove the proposal from the Bulletin Board.
- 11.2.13 In the event of an intention to resell a fully or partially unused capacity of the terminal installations allocated to the Terminal User to an entity which is not a Terminal User, the following documents shall be submitted to the Operator:
- 11.2.13.1 representation, on the form published on the Operator's website, by the Terminal User and the purchaser about the resale of the full or partial capacity of the terminal installations allocated to the Terminal User containing information on the subject matter of the transaction,
- 11.2.13.2 the purchaser's application for provision of the regasification service,
- 11.2.13.3 annex to the regasification agreement signed by the Terminal User specifying the new terms and conditions of provision of the regasification service, consistent with the provisions of the representation about the resale.
- 11.2.14 The Operator shall evaluate the application for provision of the regasification service in accordance with the procedures set forth in the Terminal Instructions. In the event of a positive verification of the application, the Operator shall execute a regasification agreement with the purchaser and an annex to the regasification agreement executed with the Terminal User.
- 11.2.15 In the event of offering a partially or fully unused allocated capacity of the terminal installations, the Terminal User shall submit to the Operator, at least 3 days before the date of the new entity's commencement of use of the package, on the form published on the Operator's website, a representation on offering a partial or full capacity of the terminal installations allocated to the Terminal User containing the following information:
- 11.2.15.1 name of the entity to which the full or partial allocated capacity of the terminal installations has been offered,
- 11.2.15.2 subject matter of the transaction.
- 11.2.16 The documents referred to in clause 11.2.15 shall be sent by the Terminal User to the Operator in an electronic form to the e-mail address published on the Operator' website and by registered mail to the Operator's registered office.

- 11.2.17 Offering the throughput shall not cause any amendments to the provisions of the regasification agreement executed between the Terminal User and the Operator.
- 11.2.18 For activities associated with preventing or minimizing the scope of contractual limitations, the Operator shall not charge any additional fees to the Terminal User.

12 EXCHANGE OF INFORMATION

12.1 General

- 12.1.1 The Information Exchange System (IES) is used for exchange of information related to provision of regasification services and additional services between the Operator and the Terminal User.
- 12.1.2 Eventually, electronic exchange of information related to the performance of executed regasification agreements shall be based on the standard of Electronic Data Interchange (EDI) in the version developed for the gas industry, called EDIG@S (described in the Edig@s Message Implementation Guidelines available at www.edigas.org).
- 12.1.3 Until the electronic information exchange system based on the EDIG@S electronic document interchange standard is implemented, the primary form of information exchange shall be written documents.
- 12.1.4 An exception to this rule shall be documents exchanged on an ongoing basis and concerning monthly schedules of arrivals, orders for spot services, confirmations of orders for spot services, nominations, renominations and allocations, which shall be sent in an electronic form in the format described in clause 12.2.
- 12.1.5 Until the system referred to in clause 12.1.3 is implemented, approved monthly schedules of arrivals, orders for spot services, confirmations of orders for spot services and approved nominations and renominations shall also be delivered in writing or by fax.
- 12.1.6 In order to ensure efficient and reliable communication, the parties shall provide in the regasification agreement and in the framework agreement information on their mailing addresses, e-mail addresses, telephone and fax numbers and authorized persons to be contacted in matters related to the performance of the regasification agreement. Any changes to the above data shall require written notification of the other party in order to be deemed effective. The execution of an annex to the regasification agreement shall not be required.

12.2 Format of files transferred in connection with the exchange of information concerning nominations, renominations and allocations

12.2.1 Information on monthly schedules of arrivals, orders for spot services, confirmations of orders for spot services, nominations, renominations and allocations shall be sent in the form of ASCII files.

12.2.2 The formats of the ASCII files referred to in clause 12.2.1 are described in detail on the Operator's website. Information on changes in the requirements for files to be transferred shall be provided in writing six months in advance and published on the website also six months in advance.

12.3 Data exchange methods

12.3.1 The files referred to in clause 12.2.1 shall be exchanged via e-mail or the Internet.

12.3.2 The Operator and the Terminal User shall ensure protection and integrity of transferred files by applying a qualified digital signature mechanism.

13 SECURITY OF DATA PROCESSING

13.1.1 The provisions of clause 13 shall be applied to the Operator, the entity applying for the execution of a regasification agreement and the Terminal User (hereinafter referred to as the “Entities”).

13.1.2 The Entities undertake to protect information of a technical, technological, trade, strategic, financial and economic nature obtained in connection with the procedure of execution and the performance of the regasification agreement, which has not been disclosed to the public and with respect to which the Entity has taken necessary action to maintain its confidentiality (hereinafter referred to as “corporate secret”). In particular, the Entities undertake to:

13.1.2.1 treat such information as confidential and refrain from publishing it or disclosing it to third parties,

13.1.2.2 refrain from using such information for other purposes than those related to the procedure of execution and the performance of the regasification agreement,

13.1.2.3 take all action necessary to protect such information,

13.1.2.4 limit the exchange of such confidential information and access to such information to the persons referred to in clause 13.1.2.1 who need it for the purposes of the procedure of execution and the performance of the regasification agreement and in each case inform such persons of the confidential nature of such information.

13.1.3 The entities undertake to protect secret information in compliance with the provisions of the Secret Information Protection Act of 22 January 1999 (Journal of Laws of 2005 No. 196 item 163, hereinafter referred to as the “Secret Information Protection Act”).

13.1.4 Users of the Information Exchange System (IES) shall be obligated to ensure protection for the storage and transfer of information against unauthorized access by third parties and protection of such information against unauthorized change of content.

13.1.5 If at the stage of the Operator’s examination of the application for provision of the regasification service or during the performance of the regasification agreement it turns out that any information which should be attached to or contained in the application constitutes a corporate secret or is subject to protection as secret information in the meaning of the Secret Information Protection Act (hereinafter referred to as “secret information”), the Entity undertakes to:

- 13.1.5.1 inform the Operator thereof,
- 13.1.5.2 if necessary, obtain consent of a third party to provide the Operator with access to the information constituting a corporate secret so that the disclosure of such information is not an act of unfair competition.
- 13.1.6 If the Entity fails to provide the Operator with access to the information referred to in clause 13.1.5, the Operator shall leave the application for provision of the regasification service unexamined.
- 13.1.7 Information constituting a corporate secret may be disclosed to authorities lawfully authorized to request the provision of such information. In such a case, the Entity which has been requested to provide such information should, before the disclosure, inform the other party to the agreement about that fact and provide it with a copy of the request for information. With respect to secret information, the pertinent provisions of the Secret Information Protection Act concerning the disclosure of such information to legitimate authorities, offices or services.
- 13.1.8 A breach of the provisions of clause 13 shall entitle the injured Entity to pursue damages in accordance with the general rules.

14 MISCELLANEOUS

14.1 Settlements in energy units

14.1.1 In the event the legal regulations are amended so as to enable execution of settlements between the Terminal User and the Operator for the provision of regasification services in energy units, the provisions of the Terminal Instructions shall be amended in such a way that capacities and nominations shall be expressed in energy units. Accordingly, m³ shall be replaced with kWh and m³/h shall be replaced with kWh/h or other units specified in the legal regulations. The Operator shall inform all Terminal Users six (6) months in advance of the manner of introduction of such amendments.

14.1.2 The provisions of clause **Błąd! Nie można odnaleźć źródła odwołania.** shall not be applied to introducing the amendments referred to in clause **Błąd! Nie można odnaleźć źródła odwołania.**

14.2 Termination of the regasification agreement or suspension of its performance

14.2.1 The regasification agreement shall be terminated upon written agreement of the parties.

14.2.2 In addition to other cases specified in the Terminal Instructions, each party shall be entitled to terminate the regasification agreement executed for an indefinite term after the elapse of at least twelve (12) months of provision of the regasification service under that agreement, with three months' notice.

14.2.3 The Operator shall have the right to terminate the agreement with one month's notice in the event:

14.2.3.1 the Terminal User's payment for provided services is at least one month overdue despite an earlier written notification on the intention to terminate the agreement setting an additional, at least two-week deadline for payment of overdue and current liabilities and the Terminal User fails to pay all its current and overdue liabilities within the next 30 days after the set deadline,

14.2.3.2 the term of validity of the financial security has not been extended or the security has not been replenished to the full amount in the cases and form specified in the regasification agreement, despite a written request to replenish the security within a set deadline not shorter than fourteen (14) days,

- 14.2.3.3 the Terminal User fails to adopt to any limitations introduced pursuant to the pertinent provisions of law or provisions of the Terminal Instructions,
- 14.2.3.4 the Terminal User fails to satisfy the requirements stipulated by law.
- 14.2.4 If the Terminal User or entities for whose actions the Terminal User is liable cause a threat to the safety of the terminal's operation or the performance of the executed regasification agreements, in particular by delivering LNG with improper quality parameters for unloading or failure to ensure the minimum regasification capacity, the Operator shall be entitled to terminate the agreement with one month's notice.
- 14.2.5 In the event of expiration or withdrawal of the Operator's concession to conduct its business related to provision of the services covered by the regasification agreement and if the Operator's obligations arising out of the regasification agreement are not fulfilled by any other entity, the provision of the services covered by the regasification agreement shall be suspended until the required concession is obtained. During the period of suspended provision of the regasification services or additional services, the Terminal User shall be released from the obligation of paying fees in compliance with the tariff and the Terminal Instructions.
- 14.2.6 In the event of expiration or withdrawal of the Terminal User's concession to conduct its business related to provision of the services covered by the regasification agreement, the Operator, having informed the pertinent regulatory authorities, shall suspend the provision of such services until the Terminal User presents documents confirming its right to conduct that business in accordance with the laws in force. For the period of suspended provision of the regasification services, the Operator shall charge fees in accordance with the tariff and the Terminal Instructions.
- 14.2.7 The party affected by the circumstances described in clauses 14.2.5 or 14.2.6 shall be obligated to inform the other party in writing, at least 2 months in advance, about the date on which the concession shall expire. The relevant party shall be obligated to inform the other party immediately of the withdrawal of its concession.

14.3 Language and applicable law

- 14.3.1 The Terminal Instructions have been drawn up in the Polish language and translated into the English language. The Polish version is binding and the English version is for information purposes only.
- 14.3.2 Regasification agreements and framework agreements shall be executed in Polish or in Polish and English. The Polish version is binding and the English version is for information purposes only.

14.3.3 The law applicable to regasification agreements and framework agreements executed pursuant to the Terminal Instructions and applicable to the Terminal Instructions themselves shall be the law of Poland.

15 AMENDMENTS TO THE TERMINAL INSTRUCTIONS

- 15.1.1 Any amendments to the Terminal Instructions shall be introduced by the Operator. The Terminal Instructions may be amended or supplemented in the event of, without limitation, amendments to the law, issue of or amendment to the guidelines prescribed by regulatory authorities, amendments to the port regulations or amendments to IRiESP.
- 15.1.2 The Operator shall prepare draft amendments to the Terminal Instructions in the form of an update card. The update card shall contain the reasons, scope and contents of the proposed amendments and their planned effective date.
- 15.1.3 The Operator shall conduct public consultations, including with Terminal Users, regarding its proposed amendments to the Terminal Instructions. In order to conduct such consultations, the Operator, on the date of publication of the amendments to the Terminal Instructions on the LNG website, shall send written information to all Terminal Users and the TSO about public access to the amendments to the Terminal Instructions. The Operator shall publish the update card on its website and shall make it available for review in its registered office.
- 15.1.4 Within 14 days of the date of publication of the update card on the Operator's website, the entities referred to in clause 15.1.3 may send the Operator their comments regarding the proposed amendments.
- 15.1.5 The Operator shall analyze the submitted comments and prepare the final wording of the amendments to the Terminal Instructions.
- 15.1.6 The final wording of the Terminal Instructions containing all introduced amendments shall be published on the Operator's website and made available for review in the Operator's registered office.
- 15.1.7 The Operator shall send the Terminal Users and the TSO the final wording of the Terminal Instructions containing all the introduced amendments.
- 15.1.8 The amended or new provisions of the Terminal Instructions shall be introduced for application by the Operator no earlier than upon the elapse of 14 days and no later than within 45 days after the date of their publication on the Operator's website.
- 15.1.9 If the Terminal User does not accept amendments to the Terminal Instructions, the Terminal User shall be entitled to terminate the regasification agreement within 30 days after the date of delivery of the Terminal Instructions in their new wording with 21 days' notice. The new or amended provisions of the Terminal Instructions shall not be applicable to those Terminal Users who have terminated their agreements in accordance with the first sentence.

15.1.10 The provisions of clause 15.1.9 shall not be applied if the Terminal Instructions are subject to approval by the pertinent administration authorities and upon such approval must be introduced for application by the Operator.