



Polskie LNG S.A.

**LNG REGASIFICATION
SERVICES TARIFF**

rev. 1

Warsaw, June 2016

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1. GENERAL PROVISIONS

- 1.1. LNG Regasification Services Tariff rev. 1 has been elaborated by Polskie LNG S.A. energy company having its registered office in Warsaw, hereinafter referred to as „the Operator”, based on existing legislation, including but not limited to:
 - 1.1.1. 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 (UE Official Journal L n. 211 of 14.08.2009 p. 36, as amended),
 - 1.1.2. Act of 10 April 1997 – Energy Law (Journal of Laws of 2012 item 1059, as amended),
 - 1.1.3. Decree of the Ministry of Economy of 24 June 2013 regarding detailed principles of determination and computation of tariffs and settlements in gaseous fuels trade (Journal of Laws of 2013, item 820),
 - 1.1.4. Decree of the Ministry of Economy of 2 July 2010 r. on detailed conditions of gas system operations (Journal of Laws of 2014, item 1059).
- 1.2. The Tariff shall include:
 - 1.2.1. Fees charged for rendering the Regasification Service,
 - 1.2.2. Fees charged for rendering Separated Services,
 - 1.2.3. Fees charged for rendering Additional Service,
 - 1.2.4. Method of determining the charges for failure to meet the terms and conditions of rendering the Regasification Services,
 - 1.2.5. Method of settling the volume of LNG used for the regasification process,
 - 1.2.6. Principles of settlement adjustment,
 - 1.2.7. Discount for failing to meet the quality standards of Terminal User servicing,
 - 1.2.8. Principles of determining the discounts on account of failing to meet the quality standards of rendering the Regasification Service and Separated Services.
- 1.3. Fees charged on account of rendering the Regasification Service have been determined in consideration of the principle according to which the Terminal User shall provide the Operator with the volume of LNG determined in accordance with the provisions of the LNG Terminal Code, which is necessary for the regasification process of the volume of Unloaded LNG owned by the Terminal User.

- 1.4. Fees determined in the Tariff are do not include Value Added Tax. The VAT tax shall be levied in concordance with the applicable tax law.
- 1.5. Readings of measuring instruments shall be exercised with one cubic meter (m³) or one kilowatt-hour (kWh) accuracy, whereas the Contractual Capacity shall be determined with one kilowatt-hour/hour (kWh/h) accuracy.
- 1.6. The notion of „LNG volume” used in the Tariff shall be construed as the quantity of energy contained in LNG and expressed in kWh, whereas the “volume of Gaseous Fuel” shall be construed as the quantity of energy contained in Gaseous Fuel expressed in kWh.

2. DEFINITIONS

The terms and capitalized expressions used in the Tariff shall have the meaning specified below. Other terms shall be construed in accordance with their meaning set forth in the Regasification Contract.

- 2.1. LNG Truck – combination vehicle designed for the road transport of LNG by road truck.
- 2.2. Gas Day – period from 6:00 a.m. of the given day (D) to 6:00 a.m. of the following day (D+1).
- 2.3. Terminal Code – Terminal Operations Code in force as established by the Operator.
- 2.4. LNG (liquefied natural gas) – liquid product consisting primarily of methane, produced by cooling natural gas down to at least -161°C, with the quality parameters specified in the Terminal Code or agreed in writing with the Terminal User.
- 2.5. Gas Month – period from 6:00 a.m. of the first day of the given month (M) to 6:00 a.m. of the first day of the following month (M+1).
- 2.6. Contracted Capacity– maximum hourly quantity of Gaseous Fuel that can be received by the Terminal User at the Exit PointTSO, expressed in kWh/h.
- 2.7. Transmission System Operator (TSO) - Gaz Transmission Operator GAZ-SYSTEM S.A. – energy company in charge of the transmission of Gaseous Fuel and responsible for the operations of the Transmission System.
- 2.8. Gaseous Fuel – high-methane natural gas produced in LNG regasification process, conforming to the requirements specified for such a gas in the Transmission Network Code as applied by the the TSO.
- 2.9. Process Storage Program – schedule determining the maximum and minimum quantity of LNG out of the Unloaded Quantities of LNG that can be stored in the Terminal tanks over a given time period (Gas Days).
- 2.10. Exit Points – Exit PointTRUCK and Exit PointTSO.
- 2.11. Exit PointTRUCK – contractual place of reloading LNG from the Terminal to LNG Trucks.
- 2.12. Exit PointTSO - contractual place of unloading the Gaseous Fuel from the Terminal into the Transmission System.
- 2.13. Gas Year – period from 06.00 AM on 1 January of the given year (Y) to 06.00 AM on 1 January of the subsequent year (Y+1).
- 2.14. Transmission System – high pressure gas network excluding upstream and direct gas pipelines, together with all connected systems and facilities cooperating with this network, for the operation of which the TSO is held responsible.

- 2.15. Terminal - plant located in Świnoujście, used to unload and regasify LNG and supply Gaseous Fuel to the Exit Point, along with the systems used for the Process Storage of LNG and the equipment used to provide the Additional Services, conforming to the requirements specified by the law.
- 2.16. Regasification Contract – contract for the provision of Regasification Services, or for the provision of Regasification Services, Separated Services or the Additional Service, concluded between the Terminal User and the Operator.
- 2.17. Additional Service – service consisting in reloading LNG to the LNG Truck, provided by the Operator in accordance with the Terminal Code.
- 2.18. Regasification Services – services provided by the Operator in accordance with the Terminal Code, in a form of a service package i.e. comprising LNG unloading from a carrier, process storage, LNG regasification and supplying Gaseous Fuel to the Transmission System.
- 2.19. Separated Services – services which are not rendered independently but constitute an additional service provided together with Regasification Service, including Separated Prolonged Process Storage, or Separated Contracted Capacity, rendered by the Operator in compliance with the provisions of the Terminal Code.
- 2.20. Terminal User – natural person, legal person or unincorporated entity with a legal capacity being a party to the Regasification Contract.
- 2.21. Unloaded Quantity of LNG – quantity of LNG unloaded from the carrier and received by the Operator into the Terminal, determined as binding upon the Parties in accordance with the Terminal Code.
- 2.22. LCR – LNG consumption rate (expressed as percentage) indicating the quantity of LNG used for the regasification of the Unloaded Quantities of LNG, published on the Operator's website.
- 2.23. Terminal Capacity – technical capacity of the Terminal regarding unloading, Process Storage and LNG regasification that can be offered by the Operator in order to provide Regasification Services, Separated Services or Additional Services.
- 2.24. Regasification Order – appendix to the Regasification Contract specifying, in particular, the type and duration of the Regasification Services, Separated Services Additional Services. Provisions of the Tariff pertaining to the concluded Regasification Orders also apply to the Regasification Contract concluded before 11 May 2016 to the extent to which that that Agreement governs the matters specified above.

3. GENERAL TERMS OF SERVICE PROVISION BY THE OPERATOR

- 3.1. The manner of providing the services and making settlements.
- 3.1.1. The Operator provides Regasification Services, Separated Services and Additional Services pursuant to the Regasification Contract concluded with the Terminal User, including the Regasification Order.
- 3.1.2. The Operator provides the following types of Regasification Services:
- 3.1.2.1 Long-term Regasification Service – over a period longer than one Regasification Year but not longer than twenty (20) Regasification Years; while the service shall be provided in full Gas Months,
- 3.1.2.2 Short-term Regasification Services – over minimum one (1) Gas Day up to multiple successive Gas Days in a single Regasification Year.
- 3.1.3. As an additional provision to the Regasification Services, the Operator renders Separated Services – rendered over minimum one (1) Gas Day up to multiple successive Gas Days.
- 3.1.4. Detailed terms of provision of Regasification Services, Separated Services or Additional Services are set forth in the Terminal Code.
- 3.1.5. Quality standards of Regasification Services, Separated Services or Additional Services as well as quality standards of Terminal User services are set forth in the Terminal Code and the Tariff.
- 3.2. The Operator shall perform the settlement of Regasification and Additional Services rendered in the settlement period corresponding with Gas Months, however, in the event whereby the service, including a Separated Service, has been ordered in a given month to be performed over the period shorter than a Gas Month, the Operator shall settle that service in the respective settlement period of a corresponding number of successive Gas Days, for which the service was ordered in a given Gas Month.

4. SETTLEMENTS WITH THE TERMINAL USER

4.1. Settlements on account of the Regasification Services rendered.

4.1.1. The Fee for the Regasification Service consists of:

4.1.1.1 A fixed fee, conditional on the Contracted Capacity as defined in the Regasification Order,

4.1.1.2 A variable fee, conditional on the quantity of Gaseous Fuel delivered to the Exit Point_{TSO}.

4.1.2. The amount of the Fee for the Regasification Services shall be computed based on the following formula:

$$O_r = S_{sr} * M_r * T + S_{zr} * Q_r$$

where:

- O_r** - fee for Regasification Service [zł],
- S_{sr}** - fixed fee for the Contracted Capacity [zł/kWh/h for h],
- M_r** - Ordered Contracted Capacity [kWh/h],
- T** - number of hours in the settlement period [h],
- S_{zr}** - variable fee [zł/kWh]
- Q_r** - quantity of Gaseous Fuel produced in the LNG regasification process and delivered to the Terminal User at the Exit Point_{TSO} in the settlement period [kWh].

4.1.3. The fixed fee for Regasification Service shall be levied from the Terminal User for allocated Contracted Capacity in the entire settlement period, irrespective of the quantity of Gaseous Fuel regasified and delivered to the Terminal User at the Exit Point_{TSO} and the Contracted Capacity actually used.

4.1.4. The variable fee for Regasification Service shall be levied from the Terminal User based on the quantity of (kWh) of regasified Gaseous Fuel delivered to the Terminal User at the Exit Point_{TSO} in a given settlement period.

4.1.5. In the event of a limitation, suspension or stoppage of the provision of Regasification Service for the reasons beyond the Operator's control, the Terminal User will be charged a fixed fee as if no such limitation, suspension or stoppage occurred in the provision of the allocated Contracted Capacity for the entire period of such limitation, suspension or stoppage.

- 4.1.6. In the event of a change of fixed fee rates during the settlement period, the fixed fee shall be charged proportionally to the number of days when the service was rendered under the previous fee arrangement and the new fee arrangement.
- 4.1.7. In the event of a change of variable fee rates during the settlement period, the fee will be charged proportionally to the quantity of Gaseous Fuel regasified under the previous fee arrangement and the new fee arrangement.
- 4.1.8. The Operator shall perform a settlement with Terminal User, who pursuant to the provisions of the Terminal Code acquired the rights to Contracted Capacity by means of subrogation of rights and obligations of the previous Terminal User in the course of resale of Terminal Capacity – according to appropriate fee rates for goods purchased by the Terminal User divesting these goods.

4.2. Regasification fees for Long-term Regasification Service.

Fee rates	
Fixed fee [zł/kWh/h per h]	Variable fee [zł/kWh]
0,0086	0,0005

4.3. Short-term Regasification Service settlements.

- 4.3.1. The Operator shall perform the settlement of Short-term Regasification Services rendered in the settlement period corresponding with Gas Month, however, in the event whereby the service ordered in a given month for the period shorter than a Gas Month, the Operator shall settle that service in the respective settlement period of a corresponding number of successive Gas Days, for which the service was ordered in the given month.
- 4.3.2. The fee for Short-term Regasification service shall be established pursuant to the provisions stipulated in section 4.1.2, provided that in order to establish the amount of the fixed price for short-term Regasification Service, the fixed-fee rate indicated in item 4.2 is multiplied by a factor of **0,5**.
- 4.3.3. Under short-term Regasification Services, the variable fee rate, as referred to in item 4.2, remains unchanged.

4.3.4. In the matters not covered in items 4.3.1 - 4.3.3, for short-term Regasification Service settlements with the Terminal User, the remaining provisions of the tariff shall apply.

4.4. Settling the quantities of LNG used for the regasification process.

4.4.1. The quantity of LNG and Gaseous Fuel delivered to Exit Points shall be calculated based the following formula:

$$Q_{PG} = Q_W - (Q_W * WZL)$$

where:

Q_{PG} - quantity of LNG and Gaseous Fuel delivered to Exit Points [kWh],

Q_W - Unloaded quantity of LNG [kWh],

WZL - factor of LNG consumption for the needs of the regasification process.

4.4.2. Upon completion of the Regasification Year (R), the Operator shall determine the actual consumption of LNG for the needs of regasification of the Unloaded quantity of LNG in the Terminal broken down by individual Terminal Users, as the difference between the total Unloaded Quantity of LNG in a given Regasification Year and the total quantity of Gaseous Fuel and the quantity of LNG received by all Terminal Users at Exit Points, adjusted for the net balance of LNG stored in Terminal's tanks in a given Regasification Year (R).

4.4.3. By the last day of the second month of the Regasification Year (R+1), the Operator shall prepare for each Terminal User using the Regasification Service the final settlement of the quantity of LNG used for the regasification process in the Regasification Year (R), by determining the difference between the quantity of LNG established pursuant to the clause 4.4.1 and the actual quantity of LNG used as per the clause 4.4.2, providing that:

4.4.3.1 If the quantity of LNG determined pursuant to the clause 4.4.1 is higher than the quantity of LNG determined pursuant to the clause 4.4.2, the Operator shall arrange with the Terminal User a date for receipt of the surplus of LNG or Gaseous Fuel, not later than by the end of the third month of a given Regasification Year (R+1). The Terminal User shall be obliged to pay for the Regasification Service or Additional Service of the excess quantity of LNG received. In the event whereby the Terminal User

has no valid contract with the TSO, the Operator shall pay for the excess LNG remaining in the Terminal the price equal to the arithmetic average price of Gaseous Fuel TGEgasID (index published by the Polish Power Exchange) in the Regasification Year (R) on the basis of the invoice for the regasification capacity balancing service issued by the Terminal User pursuant to the provisions of the Terminal Code,

- 4.4.3.2 If the quantity of LNG determined pursuant to the clause 4.4.1 is lower than the quantity of LNG determined pursuant to the clause 4.4.2, then the Terminal User shall be obliged to provide the Operator with the missing quantity of LNG or Gaseous Fuel on the mutually agreed date but not later than by the end of the third month of a given Regasification Year (R+1) or to pay for the missing quantity of LNG the price equal to the arithmetic average price of Gaseous Fuel TGEgasID (index published by the Polish Power Exchange) in the Regasification Year (R) on the basis of the invoice for the regasification capacity balancing service issued by the Operator pursuant to the provisions of the Terminal Code.
- 4.4.4. The Terminal User is obliged to inform the Operator about the preferred manner of settlement within fourteen (14) days of the date of receiving the information from the Operator on the necessity of final settlement of the LNG quantity used for the regasification process in the Regasification Year (R).
- 4.4.5. The quantity of LNG necessary for the regasification process provided by the Terminal User to the Operator is free of charge.

5. FEES FOR SEPARATED SERVICES

- 5.1. Separated Services are charged services provided **upon request** of the Terminal User and pursuant to the Regasification Order and Terminal Code.
- 5.2. The Operator shall perform the settlement for Separated Services provided in the settlement periods corresponding with the number of Gas Days for which the Separated Services were ordered in a given Gas Month.
- 5.3. The Operator offers the following Separated Services:
- 5.3.1. Separated Prolonged Process Storage,
 - 5.3.2. Separated Contracted Capacity.
- 5.4. The fee for the Separated Service shall be levied from the Terminal User for all Gas Days on which the Separated Service was ordered in a given settlement period, irrespective of its actual use.
- 5.5. Separated Prolonged Process Storage.
- 5.5.1. Separated Prolonged Process Storage, assigned to the Terminal User as a Separated Service is determined in the Regasification Order and shall remain valid in equal amount throughout all hours of the Gas Days on which the service was ordered.
 - 5.5.2. The fee for Separated Prolonged Process Storage shall be calculated based on the following formula:

$$O_{PPSr} = S_{sPPSr} * T * Q_{PPSr}$$

where:

- O_{PPSr} - fee for Separated Prolonged Process Storage service [zł],
- S_{sPPSr} - fee rate for Separated Prolonged Process Storage [zł/MWh for one day],
- T - total number of Gas Days in the settlement period [days].
- Q_{PPSr} - quantity of Unloaded LNG covered by Separated Prolonged Process Storage [MWh].

- 5.5.3. Fee rate for Separated Prolonged Process Storage amounts to: 0,1133 zł/MWh for one day.

5.5.4. To the extent not covered in clauses **Błąd! Nie można odnaleźć źródła odwołania.** to 5.4 and clauses 5.5.1 to 5.5.3, the provisions of the clauses **Błąd! Nie można odnaleźć źródła odwołania.** – 3, 8 and respectively the clauses 4.1.6 and 4.1.8 of the tariff are applicable to the settlements with the Terminal User on account of Separated Prolonged Process Storage.

5.6. Separated Contracted Capacity

5.6.1. Separated Contracted Capacity assigned to the Terminal User as a Separated Service shall be determined in a Regasification Order and shall remain valid in equal amount throughout all hours of the Gas Days on which the service was ordered.

5.6.2. The fee for Separated Contracted Capacity shall be calculated based on the following formula:

$$O_{MUR} = S_{sMUR} * T * M_{MUR}$$

where:

O_{MUR} - fee for Separated Contracted Capacity [zł],

S_{sMUR} - fee rate for Separated Contracted Capacity [zł/kWh/h per h],

T - number of hours in the settlement period [h].

M_{MUR} - ordered Separated Contracted Capacity [kWh/h].

5.6.3. Fee rate for Separated Contracted Capacity amounts to: 0,0011 zł/kWh/h per hour.

5.6.4. To the extent not covered in clauses **Błąd! Nie można odnaleźć źródła odwołania.** to 5.4 and clauses 5.6.1 to 5.6.3 the provisions of the clauses 1 – 3, the clauses 4.1.5 and 4.1.8, clauses 8 and 9.2 and respectively the clause 4.1.6 of the tariff are applicable to the settlements with the Terminal User on account of Separated Contracted Capacity.

6. FEES FOR ADDITIONAL SERVICES

- 6.1. Additional Service is a charged service, provided upon additional order of the Terminal User based on the Regasification Order and Terminal Code.
- 6.2. The Operator shall settle the Additional Service in settlement periods corresponding with the Gas Months.
- 6.3. The fee for Additional Service shall be calculated based on the following formula:

$$O_{ACd} = 1/n * (S_{ACd} * Q_{ACd})$$

where:

- O_{ACd} - fee for the Separated Service rendered in the settlement period [zł],
- n - number of settlement periods in the Regasification Year for which the Additional Service is ordered,
- S_{ACd} - fee rate for Additional Service [zł/MWh],
- Q_{ACd} - quantity of LNG ordered as the Additional Service in a Regasification Year [MWh].

- 6.4. The fee for Additional Service shall be charged based on the quantity of LNG for which the Additional Service was ordered in a given Regasification Year under the valid Regasification Order.
- 6.5. The fee for the Additional Service shall be levied from the Terminal User for the entire settlement period irrespective of the quantity of LNG reloaded on the LNG Trucks.
- 6.6. Fee rate for Additional Service shall amount to: 6,1442 zł/MWh.
- 6.7. To the extent not covered in clauses 6.1 to 6.6, the provisions of the clauses **Błąd! Nie można odnaleźć źródła odwołania.** – 3, clause 8 and respectively the clauses 4.1.5, 4.1.6 and 4.1.8 of the tariff are applicable to the settlements with the Terminal User on account of the Additional Service.

7. CHARGE FOR DEFAULT IN PERFORMANCE OF THE REGASIFICATION SERVICE

- 7.1. Additional charge for default in performance of the Regasification Service is levied in the event whereby the Unloaded Quantity of LNG is stored in the Terminal by the Terminal User in the manner inconsistent with the Process Storage Program.
- 7.2. The additional charge for default in performance of the Regasification Service is established for a given settlement period based on the number of Gas Days and the quantity of LNG remaining in the Terminal's tanks in the manner inconsistent with the Process Storage Program.
- 7.3. The Operator shall perform settlement for default in performance of the Regasification Service in the settlement periods corresponding with the number of Gas Days in which in a given Gas Month the Terminal User failed to adhere to the terms of Regasification Service.
- 7.4. The charge for default in performance of the Regasification Service shall be calculated based on the following formula:

$$O_{NUR} = \sum_{i=1}^n (SNUR * QNURi)$$

where:

- O_{NUR}** - charge for default in performance of the Regasification Service [zł],
- S_{NUR}** - charge rate for default in performance of the Regasification Service [zł/MWh per day],
- n** - number of Gas Days in the Settlement Period on which the terms of the Regasification Service were not adhered to [days].
- Q_{NURi}** - quantity of LNG stored on a Gas Day n in the Terminal's tanks in the manner inconsistent with the Process Storage Program [MWh].

- 7.5. Charge rate for default in performance of the Regasification Service shall amount to: 0,3399 zł/MWh per day.
- 7.6. To the extent not covered in clauses 7.1 to 7.5, the provisions of the clauses 1 – 3, clause 8 and respectively the clause 4.1.67, of the tariff are applicable to the settlements with the Terminal User on account of default in performance of the Regasification Service.

- 7.7. The provisions set forth in clauses 7.1 to 7.6 shall not preclude the Operator's right to seek damages pursuant to the rules laid down in separate legislation, in the amount exceeding the charge levied on account of default in performance of the Regasification Service.

8. PRINCIPLES OF SETTLEMENT CORRECTION

- 8.1. If any irregularity is detected in functioning of the measurement system, or if any readings of the measurement system recorded for settlement prove to be incorrect and cause overestimation or underestimation of fees due for the Regasification Service, Separated Service or Additional Service, the Operator shall correct the previously issued invoices accordingly.
- 8.2. If the correction amount of the fee due proves impossible to be determined based on the readings of the measurement system, the basis for the correction shall be the average quantity of the Gaseous Fuel received in one day, determined on the basis of correctly measured receipt of Gaseous Fuel in the comparable period of time multiplied by the number of days in the period covered in the correction.
- 8.3. In the event of overestimated fee due, the correction referred to in clauses 8.1 – 8.2, shall cover the entire settlement period or the period not covered by time limitation in which the proved irregularities or errors occurred, while in the case of underestimation – the correction shall cover the most recent settlement period.

9. DISCOUNTS

9.1. Discounts for failing to meet the quality standards of Terminal User service.

9.1.1. The Terminal User is eligible for the following discounts established pursuant to the provisions of Section 41 item 1 of the Ordinance referred to in clause 1.1.3 for Operator's failure to meet the service quality standards:

Discount	zł
a) for refusing to provide the Terminal User, upon their request, with information on the expected date of repair of failure and removal of disruption to the Terminal's work;	78,00 zł
b) for unreasonable delay in repair of failure which occurred in the Terminal and removal of disruption to the Terminal's work;	259,99 zł
c) for failing to inform by written notification or phone or other telecommunication means on the dates and times of scheduled interruptions in the Terminal's work	389,98 zł
d) for refusing to undertake, for a fee, appropriate procedures within the Terminal system in order to enable the safe performance of works by the Terminal User or a third party within an area affected by the operation of the Terminal;	129,99 zł
e) for refusing to provide, upon the Terminal User's request, information about the settlement principles and current tariffs;	78,00zł
f) for each day of delay in excess of the fourteen days' time limit for the processing of and responding to an application or a complaint concerning the settlement principles; in case when the application or complaint requires an inspection or measurements, the fourteen days' time limit runs from the date on which such inspection or measurement is completed;	15,60zł

9.1.2. The precondition for awarding the discount to the Terminal User for Operator's failure to meet the quality standards of service is a written request submitted by the Terminal User. The Operator is obliged to consider the request within 14 days from the date of its submission.

9.2. Discounts on account of the limited Contracted Capacity.

9.2.1. In the event of any limitations to the Contracted Capacity introduced by the Operator due to:

9.2.1.1 scheduled repair and maintenance works on the Terminal conducted by the Operator,

9.2.1.2 Terminal's failure, explosion, fire, threat of such events for reasons beyond the Terminal User's control or in the event of the need to remove their effects,

the fixed Regasification Fee is reduced proportionately to the extent of the actual Contracted Capacity limitation and the duration of such interruption or disruption.

9.2.2. In the event of limitation of the Contracted Capacity by the Operator for other reasons than listed in clause 9.2.1 for the period exceeding 60 minutes, the Operator shall grant a discount to the fixed fee for the Regasification Service that is proportional to the actual extent of Contracted Capacity limitation and the duration of such interruption or disruption.

9.2.3. No such Discount referred to in clause 9.2.1 and clause 9.2.2 shall be granted if:

9.2.3.1 no actual limitation of the Contracted Capacity occurred,

9.2.3.2 the limitation of the Contracted Capacity was caused by the reasons dependent on the Terminal User.

9.2.4. The Operator shall grant or refuse to grant a discount referred to in clause 9.2.1 or clause 9.2.2, within the period of 14 days of the date of submitting a written request by the Terminal User.

10. TRANSITIONAL PROVISIONS

10.1. In the period when the Terminal Code of 31.10.2009 remains in force until its amendment or the new Terminal Code's entry into force:

- 10.1.1. the term „Regasification Order” shall be replaced with „Short-term Regasification Contract”,
- 10.1.2. spot regasification services rendered pursuant to the Terminal Code of 31.10.2009 will be settled by the Operator in concordance with the terms stipulated in clause 4.3 herein.