Terminal Rules

Hamina LNG Terminal

2027

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Terminal Rules

Chapter 1
General Provisions

Section 1 Objectives

1.1. These Terminal Rules establish the technical and commercial terms for the use of the Terminal.

1.2. The Terminal Rules establish the terms and procedure for the use of and access to the Services, which form the core of the Terminal's service offering and are subject to regulation under natural gas legislation.

Section 2 Application

2.1. The Terminal Rules are based on the principles of efficiency, non-discrimination, safety, transparency, and confidentiality of market-sensitive information, as provided for in the Market Legislation.

2.2. With a decision dated 10 July 2019, the Energy Authority has designated the Operator as an operator of liquefied natural gas storage and processing equipment. This designation is valid for ten years from the designation date.

2.3. These Terminal Rules will be applied for the provision of services beginning 1 January 2027, and they will remain in force until they are replaced by new terminal rules approved by the Energy Authority. The relevant parts of these Terminal Rules also apply to Services traded on the secondary market.

2.4. These Terminal Rules replace the Terminal Rules in force since 1 April 2025, as approved by the Energy Authority on 31 March 2025.

Section 3 Definitions

In this Agreement:

3.1. "**Accepted Applications**" has the meaning set out in Section 14.4.1.

3.2. "**Additional Capacity Allocation Procedure**" means the procedure of allocation to Terminal Users available Non-allocated Capacity as set out in Section 16.

3.3. "**Affiliate**" means, in respect of a Party, any Person that Controls such Party, is under the Control by such Party, or is under Control by the same Person that also exercises Control over such Party; provided, however, that no Governmental Authority shall be considered an Affiliate of the Party.

3.4. "**Allocation Deadline**" means, in a Capacity Allocation Procedure, the day until which the Application shall remain binding for the Applicant.

3.5. "**Allocated Capacity**" means the Service Capacity allocated to a Terminal User as stated in the Allocation Statement.

3.6. "**Allocation Statement**" means a document stating the Binding Allocations made to the Terminal User, to be appended to the Terminal Services Contract.

3.7. "**Ancillary Services**" means any services other than the Services, provided by the Operator to a Terminal User under separate agreement.

3.8. "**Annual Capacity Allocation Procedure**" means the annual process of allocating the Service Capacity to Terminal Users, as set out in Section 15.

3.9. "**Appendix**" means any of the documents attached to this Agreement and listed in Section 4.1.

3.10. "**Applicant**" means a party submitting a request to be allocated one or more Slots from the Operator in a Capacity Allocation Procedure.

3.11. "**Application**" means the binding request by an Applicant for the allocation of Service Capacity in a Capacity Allocation Procedure.

3.12. "**Application Deadline**" means the deadline for filing Applications in a Capacity Allocation Procedure, as specified in the Invitation.

3.13. "**Approved Driver**" means an LNG Truck driver who has completed the mandatory training provided by the Operator and is preapproved by the Operator.

3.14. "**Approved Truck**" means an LNG Truck preapproved by the Operator in accordance with the requirements and procedures specified in Appendix 8.

3.15. "**Approved Vessel**" means a Vessel preapproved by the Operator. The approval procedure is a SSCS (Ship to Shore Compatibility Study) study conducted by the Vessel Operator and the Operator in accordance with the requirements and procedures specified in Section 34.2.

3.16. "**Auctioned Capacity**" means Non-allocated Capacity for Regasification Service that may be offered for auction by the Operator as set out in Section 36.2.

3.17. "**Available Slots**" means, in a Capacity Allocation Procedure, the number of Slots available to be allocated for each Service.

3.18. "**Bank Guarantee**" has the meaning set out in Section 27.1.

3.19. "**Binding Allocation**" has the meaning set out in Section 14.4.3.

3.20. "**Bio LNG**" means LNG consisting of Natural Gas that is produced from the breakdown of organic masses and meeting the criteria and sustainability requirements for liquified biogas set out by the European Union regulations.

3.21. "**Boil Off Gas**" means Regasified LNG that results from the natural and spontaneous vaporization of LNG while, as applicable, such LNG is in an LNG Vessel or the Terminal facilities (excluding the vaporization facilities).

3.22. "**Bunkering Service**" means the bunkering of LNG-powered Vessels at the Terminal Berth.

3.23. "**Business Day**" means, unless otherwise agreed, a day on which banks are open for general business in Finland.

3.24. "**Capacity Allocation Procedure**" means the Annual Capacity Allocation Procedure and/or the Additional Capacity Allocation Procedure.

3.25. "**Certificate of Sustainability**" means a certificate fulfilling the criteria of the RED II Directive showing that certain Inventory is Sustainable Inventory.

3.26. "**Claims**" has the meaning set out in Section 28.3.

3.27. "**Committed Amount**" has the meaning set out in Section 33.3.1.

3.28. "**Committed User**" has the meaning set out in Section 33.3.1.

3.29. "**Communication**" means any communications, including without limitation notices, requests, applications, demands, instructions, or the like, related to these Terminal Rules or the Terminal Services Contract, whether or not such communication is explicitly mentioned or required therein.

3.30. "**Control**" means, in respect of any Person, the ability (directly or indirectly) to direct that Person's affairs and/or control the composition of its board of directors or equivalent body, including by means of: (a) the ownership or control (directly or indirectly) of more than fifty percent (50%) of the voting share capital of that Person; (b) the ability to direct the casting of more than fifty percent (50%) of the votes exercisable at general meetings of that Person; or (c) the right to appoint or remove directors of the relevant Person holding a majority of the voting rights at meetings of the board of directors or equivalent body of that Person.

3.31. "**Customer Portal**" means the online area on the Terminal Website reserved for the use of Terminal Users, access to which will be granted to Terminal Users upon conclusion of the Terminal Services Contract.

3.32. "**Daily Fixed Storage Fee**" means, for each Terminal User, the fixed annual Service Fees for the Terminal User's Allocated Capacity (capacity fee and operating fee), divided by 365.

3.33. "**Delivery Point**" means the geographical place or places at which LNG or Regasified LNG is made available for redelivery by the Operator to the Terminal User, situated at Terminaaliranta 5, Hamina, Finland, as further defined in the Customer Portal.

3.34. "**Designated User**" means a Terminal User responsible for maintaining the Heel Level based on a Designated User Agreement.

3.35. "**Designated User Agreement**" means an addendum to a Terminal User's Terminal Services Contract in which the Terminal User assumes the responsibility as a Designated User in return for defined benefits, as further set out in Section 32.

3.36. "**Distribution Network**" means the natural gas distribution network operated by Haminan Kaasuverkko Oy or its successor.

3.37. "**Downstream Pipeline**" means all Natural Gas pipelines that are interconnected with the LNG Terminal.

3.38. "**EET**" means Eastern European Time or, in time periods when daylight saving time is applicable in Finland, Eastern European Summer Time.

3.39. "**EIC**" means the Energy Identification Code as issued under coordination by the European Network of Transmission System Operators for Gas.

3.40. "**Encumbrance**" means any mortgage, pledge, lien, charge, adverse claim, proprietary right, assignment by way of security, security interest, title retention, preferential right or trust arrangement or any other security contract or arrangement having the effect of security.

3.41. "**Energy Authority**" means the Finnish Energy Authority (*Energiavirasto*).

3.42. "**ETA**" means the estimated time of arrival of a Vessel at the loading/unloading/bunkering pier of the Terminal.

3.43. "**Excise Duty Act**" means Finnish Act 182/2010 (*valmisteverotuslaki*) as amended.

3.44. "**Excise Tax**" means excise tax (*valmistevero*) in accordance with the Excise Duty Act and the Act on excise tax on electricity and certain fuels (1260/1996, as amended) or comparable legislation in force at any given time.

3.45. "**Extended Contract**" has the meaning set out in Section 20.7.

3.46. "**Extended Term Application**" has the meaning set out in Section 18.1.

3.47. "**Force Majeure**" has the meaning set out in Section 40.2.

3.48. "**Gas Day**" means a period commencing at 7:00 am EET and ending at 7:00 am EET on the following day.

3.49. "**Gas Month**" means a period commencing at 7:00 am EET on the first day of a calendar month and ending at 7:00 am EET on the first day of the following month.

3.50. "**Gas System**" is the Transmission Network, the distribution networks connected to the Transmission Network and interconnectors to adjacent gas systems.

3.51. "**Gas Transmission Rules**" means the market rules for the Finnish Gas System for market participants operating in the market roles of shipper and trader in force at a given time.

3.52. "**Governmental Approval**" means any authorization, consent, approval, license, lease, ruling, permit, certification, exemption, or registration by or with any Governmental Authority.

3.53. "**Governmental Authority**" means any judicial, legislative, administrative, executive or other national, state, regional, municipal or local authority, ministry, department or any administrative agency, office, organization or authority, or any other entity given the authority to impose rules with legally or factually binding effect.

3.54. "**Governmental Rule**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, directive, standard or requirement, or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority; or any interpretation of any of the above as far as such interpretation is provided in the form of published and generally applicable instructions and/or guidelines.

3.55. "**Grid Operator**" means the operator of a distribution or transmission network for Natural Gas.

3.56. "**Heel Level**" means the operative minimum volume of LNG that must remain stored at the Terminal at all times, as defined in Section 8.

3.57. "**High Utilization**" means 50 % or higher forecast average utilization of Storage Service, calculated by dividing the average daily Inventory during a Gas Month with the Allocated Capacity for storage service for that Gas Month.

3.58. "**HP Regasification Service**" means the regasification of LNG and injection into the Transmission Network.

3.59. "**In-Tank Transfer**" means any of the actions set out in Section 29.1.5.

3.60. "**Interest Act**" means the Finnish Interest Act (*korkolaki*, 633/1982 as amended).

3.61. "**Inventory**" means, at any given time, the Quantity that represents LNG and Regasified LNG held for a Terminal User's account at the Terminal, as determined and accounted for in accordance with Section 29.

3.62. "**Invitation**" means the invitation to apply for the allocation of Service Capacity in a Capacity Allocation Procedure, published by the Operator on the Terminal Website.

3.63. "**Liabilities**" means all liabilities, costs, claims, disputes, demands, suits, legal or administrative proceedings, judgments, damages, losses, and expenses (including reasonable attorneys' fees and other reasonable costs of litigation or defence), and any and all fines, penalties and assessments of, or responsibilities to, Governmental Authorities.

3.64. "**LNG**" means Natural Gas in its liquid state at or below its boiling point at or near atmospheric pressure.

3.65. "**LNG Truck**" means a road vehicle suitable for transporting LNG.

3.66. "**LNG Vessel**" means an ocean-going vessel suitable for transporting LNG.

3.67. "**LNG-powered Vessel**" means an ocean-going vessel fueled by LNG.

3.68. "**Loading Notification**" has the meaning set out in Section 34.4.1(b).

3.69. "**Loading Service**" means the loading of LNG from the Terminal to an LNG Vessel moored at the Terminal Berth.

3.70. "**LP Regasification Service**" means the regasification of LNG and injection into the Distribution Network.

3.71. "**Market Legislation**" means the entirety of laws, decrees, regulations, and directives, as they are applicable to the operation of an LNG import terminal in Finland, including but not limited to

(a) the Directive (EU) 2024/1788 of the European Parliament and of the Council of 13 June 2024 on common rules for the internal markets for renewable gas, natural gas and hydrogen, amending Directive (EU) 2023/1791 and repealing Directive 2009/73/EC,

(b) the Regulation (EU) 2024/1789 of the European Parliament and of the Council of 13 June 2024 on the internal markets for renewable gas, natural gas and hydrogen, amending Regulations (EU) No 1227/2011, (EU) 2017/1938, (EU) 2019/942 and (EU) 2022/869 and Decision (EU) 2017/684 and repealing Regulation (EC) No 715/2009,

(c) the Regulation (EU) 2017/1938 of the European Parliament and of the Council of 25 October 2017 concerning measures to safeguard the security of gas supply and repealing Regulation (EU) No 994/2010, and

(d) the Natural Gas Market Act 587/2017, the Act on the Supervision of the electricity and gas market 590/2013, and any secondary legislation enacted based thereon.

3.72. "**Minimum Company Rating**" means that a company fulfils all of the following: (a) rating A or better at S&P; (b) rating A or better at Fitch; and (c) rating A2 or better at Moody's.

3.73. "**MWh**" means megawatt-hour.

3.74. "**Natural Gas**" means a gas mixture primarily composed of methane and other light hydrocarbons, extracted from underground reservoirs as well as other gases and mixtures thereof whose chemical and physical properties are comparable to such gas mixture so as to technically and safely permit injection into, and transport through, the Gas System.

3.75. "**Network**" means the Transmission Network or the Distribution Network.

3.76. "**Nomination**" is a Shipper's notification to the Grid Operator of a planned quantity of Natural Gas that the Shipper intends to inject into or withdraw from the Gas System at a specific physical or virtual point.

3.77. "**Non-allocated Capacity**" means Service Capacity which is left unallocated after the Annual Capacity Allocation Procedure, is released from Terminal Users for a

Service Year after the completion of the Annual Capacity Allocation Procedure for that Service Year, or becomes available during a Service Year due to operational changes in the Terminal.

3.78. "**Off-Spec LNG**" means any LNG not conforming to the Quality Specifications.

3.79. "**Operative Fuel**" means Natural Gas consumed as fuel by the Operator for the purpose of operating vaporizers, compressors and other equipment serving the purposes of the Terminal.

3.80. "**Operative Loss**" means any quantities of LNG or Regasified LNG lost or unaccounted for in the Terminal, including Boil Off Gas, Operative Fuel and gas lost or unaccounted for as a result of measurement errors.

3.81. "**Operative Loss Quota**" means the amount of User's Inventory to be deducted from the User's Inventory in order to account for Operative Loss, as specified in Section 29.1.7.

3.82. "**Operator**" means Hamina LNG Oy, a company incorporated under the laws of Finland, with the business identity code 2696139-5.

3.83. "**Party**" means either or both of the parties of a Terminal Services Contract, i.e., the Operator and/or the Terminal User.

3.84. "**Person**" means any individual, firm, corporation, partnership, joint venture, trust, unincorporated organization, association or Governmental Authority.

3.85. "**Port**" means HaminaKotka Satama Oy and the port in Hamina operated by this company.

3.86. "**Port Area**" means the area of the Port, which is access-restricted and under the control and supervision of the Port, including also the berths and fairways.

3.87. "**Port Requirements**" means any requirements established by the Port for the use of Port Areas, including but not limited to requirements included in port instructions regulations, guidelines or any similar rules or instructions in force at a given time.

3.88. "**Price List**" means the list of Service Fees as stated in Appendix 9.

3.89. "**Quality**" means the quality of LNG in terms of composition, pressure, and temperature.

3.90. "**Quality Specifications**" means the requirements related to the Quality of LNG as set out in Appendix 3.

3.91. "**Quantity**" means the quantity of LNG or Natural Gas, measured in MWh.

3.92. "**Quarter**" means any one of the four consecutive three-month periods forming the quarters of the Service Year, first of which starts in the beginning of a Service Year.

3.93. "**Reasonable And Prudent Operator**" means a person seeking in good faith to perform its contractual obligations, and in so doing, and in the general conduct of

its undertaking, exercising that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all applicable Governmental Rules and engaged in the same type of undertaking under the same or similar circumstances and conditions.

3.94. "**Receipt Point**" means the geographical place or places at which LNG is received by the Operator, situated at Terminaaliranta 5, Hamina, Finland, and further to be specified in the Customer Portal.

3.95. "**RED II Directive**" means the Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources.

3.96. "**Redelivered LNG**" means User's Inventory made available for loading to Vessels or trucks in liquid form.

3.97. "**Redelivery Services**" means the Regasification Services, Truck Loading Service, Loading Service, and the Bunkering Service.

3.98. "**Reduced Slots**" has the meaning set out in Section 17.2.

3.99. "**Regasification Services**" means the HP Regasification Service and the LP Regasification Service.

3.100. "**Regasified LNG**" means Natural Gas derived from the conversion of LNG from its liquid state to a gaseous state.

3.101. "**Registered User**" means a party that uses natural gas or biogas for a purpose exempt from excise tax and that is registered as a taxable person in accordance with Chapter 5 of the Excise Duty Act.

3.102. "**Release Notification**" has the meaning set out in Section 36.1.9(a).

3.103. "**Renomination**" is a notification used by a Shipper to amend its previously confirmed Nominations for the Gas Day or the remaining hours of the Gas Day.

3.104. "**Requested Slots**" has the meaning set out in Section 14.2.4.

3.105. "**Required Slots**" has the meaning set out in Section 14.2.4.

3.106. "**Restricted Jurisdiction**" any country or territory that is the target of country- or territory-wide Sanctions at the relevant time, either comprehensively or with regard to the relevant goods or services.

3.107. "**Restricted Party**" means a Person that is: (a) listed on, or under the Control by a Person listed on, a Sanctions List; (b) ordinarily resident in or incorporated or constituted under the laws of a Restricted Jurisdiction, or a Person who is under the Control by such a Person; (c) acting on behalf, at the direction or for the benefit of a Person referred to before; or (d) otherwise the target of Sanctions.

3.108. "**Restricted Transaction**" means any transaction, financial or otherwise, prohibited by Sanctions.

3.109. "**Sanction**" means any trade, economic, or financial sanctions laws, regulations, embargoes, resolutions, decrees or restrictive measures administered, enacted or enforced by one or more Sanctions Authorities.

3.110. "**Sanctioned Goods**" has the meaning set out in Section 55.2(a).

3.111. "**Sanctions Authorities**" means a) the United Nations; b) the U.S.; c) the European Union or its member states; d) the U.K.; e) Switzerland; f) and the governments and official institutions or agencies of any of the aforementioned, including without limitation the OFAC, the U.S. Department of State, the Council of the European Union and His Majesty's Treasury.

3.112. "**Sanctions List**" means the Specially Designated Nationals and Blocked Persons list maintained by the OFAC, the Sectoral Sanctions list maintained by the OFAC, the Foreign Sanctions Evaders list maintained by the OFAC, the Consolidated List of Persons and Entities subject to Financial Sanctions maintained by the European Commission, the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury, and any similar list maintained by, or public announcement of a Sanctions designation made by, one or more Sanctions Authorities, each as amended, supplemented or substituted from time to time.

3.113. "**Service Capacity**" means, for each of the Services, the amount of the respective Service that is open for reservation and utilization by Terminal Users.

3.114. "**Service Fee**" means the remuneration to be paid by the Terminal User in consideration of the provision of a Service, as set out in the Price List.

3.115. "**Service Year**" means a one-year period commencing at the beginning of the first Gas Day on 1st January of any calendar year and ending at the end of last Gas Day on 31st December of the same calendar year.

3.116. "**Services**" means the Storage Service, Vessel-Related Services, the Regasification Services, and the Truck Loading Service.

3.117. "**Shipper**" means an entity registered in the Register of Market Participants to which a system operator transmits quantities of Natural Gas in the transmission and distribution networks in accordance with capacity agreements and the Gas Transmission Rules; such entity can be either the Terminal User itself or a third party having a contractual relationship with the Terminal User.

3.118. "**Slot**" means a portion of Service Capacity for an individual Service, identified by a standard amount of the Service and a standard range of time, which can be allocated to the Terminal Users for the provision of the respective Service.

3.119. "**Spot Capacity Service**" means the provision of a Service without previous allocation of Service Capacity to the Terminal User. Pricing for Spot Capacity Service may differ from the prices for allocated Service Capacity.

3.120. "**Storage Service**" means the storage of Inventory at the Terminal on behalf of a Terminal User.

3.121. "**Storage Utilization**" has the meaning set out in Section 33.3.1.

3.122. "**Storage Utilization Forecast**" has the meaning set out in Section 33.2.1.

3.123. "**Strategic Stockpile Fee**" means the strategic stockpile fee (*huoltovarmuusmaksu*) on Natural Gas under the Act on excise tax on electricity and certain fuels (1260/1996, as amended) or comparable legislation in force at a given time.

3.124. "**Sustainable Inventory**" means Inventory that is certified to comply with the sustainability and greenhouse gas emissions saving criteria under the RED II Directive.

3.125. "**Sustainable Inventory Services**" has the meaning set out in Section 11.1.

3.126. "**Target Service Year**" means the Service Year for which Service reservations are allocated in a Capacity Allocation Procedure.

3.127. "**Term**" means the Service period covered by the Terminal Services Contract, as stated therein.

3.128. "**Terminal**" means the LNG terminal operated by the Operator, located at the Port of HaminaKotka at the address Terminaaliranta 5, 49460 Hamina, Finland.

3.129. "**Terminal Berth**" means common-use pier Ö3 shared with other local operators at the Port of HaminaKotka, located at Terminaaliranta 3, Hamina. Note that the Terminal Berth (Terminaaliranta 3) is a separate physical location from the main Terminal facility at Terminaaliranta 5, 49460 Hamina.

3.130. "**Terminal Capacity Allocation Request Form**" means the form shown in Appendix 2.

3.131. "**Terminal Requirements**" means any requirements established by the Operator for the use of Services, including but not limited to requirements included in the Terminal Rules, the Terminal Services Contract, published Terminal regulations, guidelines or instructions or any similar rules or instructions in force at a given time.

3.132. "**Terminal Rules**" means the entirety of the terms, procedures, instructions, and requirements defined in the present document and its Appendices.

3.133. "**Terminal Services Contract**" means a contract concluded between the Operator and a Terminal User substantially in the form set out in Appendix 1.

3.134. "**Terminal User**" means a Terminal customer with a valid Terminal Services Contract concluded with the Operator.

3.135. "**Terminal Website**" means the website https://haminalng.fi.

3.136. "**Termination Date**" means the calendar date on which termination of the Contract takes effect.

3.137. "**Total Requested Slots**" has the meaning set out in Section 17.1.

3.138. "**Transferee**" has the meaning set out in Section 37.1.

3.139. "**Transmission Network**" means the natural gas transmission network operated by the national transmission system operator Gasgrid Finland Oy.

3.140. "**Truck Loading Service**" means the loading of LNG from the Terminal into LNG Trucks at the Terminal's truck loading station.

3.141. "**Unloading Service**" means the unloading of LNG from LNG Vessels moored at the Terminal Berth into the Terminal.

3.142. "**User's Inventory**" means the Inventory held for the Terminal User's account, as further defined in Section 29.

3.143. "**User's Inventory Events**" has the meaning set out in Section 29.1.

3.144. "**User's Inventory Report**" has the meaning set out in Section 29.1.4.

3.145. "**User's LNG**" means LNG received at the Receipt Point for the User's account.

3.146. "**Vessel**" means, as the case may be, an LNG Vessel or LNG-powered Vessel.

3.147. "**Vessel Nomination**" has the meaning set out in Section 34.4.1(a).

3.148. "**Vessel Operator**" means any person who owns or operates an LNG Vessel.

3.149. "**Vessel-Related Services**" means the Unloading Service, the Loading Service, and the Bunkering Service.

3.150. "**Virtual Capacity**" has the meaning set out in Section 33.2.3.

3.151. "**Virtual Liquefaction Services**" means the virtual liquefaction of Natural Gas supplied by a party connected to the Gas System into the Terminal by means of swapping it with Inventory designated for regasification from the Terminal.

Section 4 Appendices

4.1. The following documents are attached to this Agreement as Appendices:

Appendix 1	Form of Terminal Services Contract
Appendix 2	Terminal Capacity Allocation Request Form
Appendix 3	Quality Specifications
Appendix 4	Form of In-Tank Transfer Notification
Appendix 5	SSCS checklist
Appendix 6	SSCS checklist (bunkering)
Appendix 7	SSCS process description

Appendix 8	Vehicle compliance requirements and approval process
Appendix 9	Price List
Appendix 10	Model of Bank Guarantee

Section 5 Interpretation

5.1. The documents forming the Terminal Rules are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific provisions, then for the purposes of interpretation, the priority of the documents forming the Agreement shall be in accordance with the following sequence:

(a) this present main Terminal Rules document,

(b) the Appendices in the order of priority according to the list in Section 4.1, with Appendix 1 having the highest priority.

5.2. The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific terms take priority over general statements.

5.3. In the Terminal Rules, except where the context requires otherwise:

(a) references to Chapters or Sections are references to chapters or sections of these Terminal Rules,

(b) references to persons include corporations, partnerships, and unincorporated bodies of persons,

(c) the Terminal Rules and language are neutral in relation to gender,

(d) words indicating the singular also include the plural and words indicating the plural also include the singular,

(e) references to "days" or "dates" shall be interpreted to mean calendar dates, and

(f) provisions including the word "agree", "agreed" or "agreement" require the agreement to be either in writing or recorded in writing (before or after the agreement).

Chapter 2
The Terminal

Section 6 General characteristics

6.1. The Terminal is located at the pier number 3 in the port of Hamina. The Terminal is composed of a storage tank, unloading and loading arms for vessels carrying LNG, two LNG truck loading stations, and LNG regasification equipment as well as measurement stations where Natural Gas is transferred into the Transmission Network or the Distribution Network, respectively.

6.2. The total volume of the storage tank is 30,573 m3. The tank is a full containment (EN 1473:2016) dual container type that has a reinforced concrete structure, the inner tank being cold-resistant nickel steel and thermally insulated.

6.3. The flare located in the area is part of the Terminal's safety equipment. Boil-off occurs in the tank under normal operations and the Operator handles the boil-off with no additional charges to the Terminal Users. The handling of boil-off is explained with more detail in Section 29 and Section 31.

6.4. The Terminal area also encompasses the Terminal Berth and transfer pipes from the jetty to the actual Terminal area. The Terminal can receive LNG vessels that have a maximum volume of approximately 25,000 m^3. The duration of unloading an LNG vessel depends on the size of the vessel and its unloading capacity, the maximum unloading speed is 2,000 m3/h and normal operational unloading speed is 1,000 m3/h.

Section 7 Port

7.1. The Terminal is situated in the Port Area. The utilization of the Vessel-Related Services and the Truck Loading Service require entry into the Port Area.

7.2. The Terminal User is expected to have familiarized itself with the Port Requirements as published by the Port at any given time, and to be committed to complying with these requirements. The Operator is not responsible for the Port Requirements or any amendments thereto.

7.3. Port descriptions, location, port fees and safety instructions can be found at the Port website: www.haminakotka.com.

Section 8 Technical characteristics

Number of LNG storage tanks:	One (1)

Nominal capacity of the tank:	30,573 m3
Operative total capacity of the tank:	29,138 m3
Operative minimum level of LNG (Heel Level):	3,500 m3
Loading arms:	Three (3) SVT loading arms: 12" inch unloading arm, 12" inch gas return arm, 8" inch bunkering arm and its 6" inch gas return; hydraulic quick-release couplings
Design pressure of the pipelines:	Class 150 / 19 bar
Normal operation pressure of the Terminal:	100 – 220 mbar (g)
Emergency release:	Yes (P.E.R.C.)
LNG unloading rate (max):	2,000 m3/h
LNG loading rate (max):	1,000 m3/h
LNG bunkering rate (max):	1,000 m3/h
USL ESD link	Optical, electrical, and pneumatic. Compatible with SIGTTO standards
Truck loading station	
Truck loading bays:	Two (2)
Loading capacity – Fixed (2h)	24 loadings / day
Loading capacity – Flexible (1h)	48 loadings / day
Weight bridge station	Two (2)
LNG loading rate (max):	75 m3/h (2 barg)
Loading couplers:	Manntek quick couplings, LNG 2.5" inches (DN65), gas 2" inches
LNG regasification and injection	
Injection into the transmission network (HP) *Terminal reserves the right to increase capacity*	6,000 MWh/d (54 barg)

Chapter 3
Terminal Services

Section 9 Provision of Services

9.1. The Operator, using the Terminal, provides Services to Terminal Users that have entered into a Terminal Services Contract.

9.2. The extent of the Services provided is determined on the basis of the Capacity Allocation Procedures.

9.3. The Operator decides on the type and amount of Services to be offered in the Capacity Allocation Procedures in its free discretion, taking into account specifically the availability of the required technical resources for providing the Services.

9.4. The Operator shall provide the Services in accordance with the terms and conditions of the Terminal Rules, the Terminal Services Contract, applicable Governmental Rules and in the manner of a Reasonable And Prudent Operator.

Section 10 Ancillary Services

10.1. In addition to the Services, the Operator may provide to Terminal Users Ancillary services. Such services may include, without limitation:

(a) Truck cool down LNG loading service

(b) Truck tank nitrogen blanketing

(c) Container storage service in the terminal area

(d) Virtual Liquefaction Services

10.2. Ancillary Services are subject to separate agreement between the Operator and the Terminal User and will be provided based on the Operator's price list as published or notified from time to time.

10.3. Unless otherwise agreed between the Operator and the Terminal User, the provisions of these Terminal Rules shall be applied to the provision of Ancillary Services as well, *mutatis mutandis* where appropriate.

Section 11 Sustainable Inventory Services

11.1. The Operator may offer any of the Services as a variant intended exclusively for Sustainable Inventory ("**Sustainable Inventory Services**"), if so indicated in the Invitation or later so published on the Terminal Website.

11.2. The Terminal's storage tank is certified as a warehouse under the ISCC EU certification system, which enables provision of Sustainable Inventory Services in relation to Bio LNG at the Terminal.

11.3. When Sustainable Inventory Services are utilized by a Terminal User, the Terminal User shall provide the Operator with evidence of the relevant Certificate of Sustainability, and the Operator shall establish a separate bookkeeping account for the Terminal User's Sustainable Inventory and process the Inventory in such way that it will retain its status as Sustainable Inventory after redelivery from the Terminal.

11.4. The Terminal User shall be responsible for the correctness of information provided to the Operator in relation to utilizing Sustainable Inventory Services. The Operator shall not assume any liabilities towards the Terminal User or any third party for the correctness of any Certificates of Sustainability.

11.5. Additional Service Fees may apply for the provision of Services as Sustainable Inventory Services, as shall be set out in the Price List.

11.6. If Sustainable Inventory Services are provided, the necessary procedures to be observed shall be detailed on the Customer Portal.

Section 12 Excluded services

12.1. Any services not explicitly agreed between the Parties shall be outside the scope of services to be provided by the Operator, including, without limitation:

(a) harbour, mooring, escort, and towing services,

(b) Vessel repair, refueling, and maintenance services,

(c) the transportation or transmission of LNG or Regasified LNG beyond the relevant Delivery Point(s),

(d) the supply, trading or balancing of LNG or Natural Gas,

(e) the booking or trading of gas transmission capacity or transmission services and related nominations, and

(f) any services related to taxation or customs.

Chapter 4
Capacity allocation

Section 13 Principles

13.1. The procedures for the allocation of Service Capacity set out in this Chapter 4 are applicable for:

(a) the Storage Service, and

(b) the Regasification Services.

In addition, a Terminal User can during the Annual Capacity Allocation Procedure use Appendix 2 (Terminal Capacity Allocation Request Form) to reserve fixed capacity for the Truck Loading Services, as further described in Section 35.1.2. For Truck Loading Services, Appendix 2 is used for collecting reservations for fixed capacity, without the procedures for allocation set out in this Chapter 4 becoming applicable.

13.2. Portions of the Service Capacity are allocated to Terminal Users as Slots as described in sections 33.1 and 36.1. The definition of a Slot for each of the Services is provided in these Terminal Rules in the sections providing the terms for the relevant Service.

13.3. The number of Slots available per Service Year is determined by the Operator for each Service Year, depending on the Terminal's technical, environmental, and operational characteristics, on the Port constraints, on the Network limitations, on the scheduled maintenance and on the Operator's decision. The number of Slots available to be allocated within a considered Service Year are published by the Operator at the beginning of the Annual Capacity Allocation Procedure and may vary from one Service Year to the other, at the Operator's discretion.

13.4. A Slot allocated by the Operator provides the Terminal User with the right to use the respective Service within the limits defined by the Slot and subject to the terms and conditions of the Terminal Services Contract and these Terminal Rules.

13.5. The Slots are allocated annually, before the beginning of each Service Year, through the Annual Capacity Allocation Procedure.

13.6. The Slots that remain unallocated at the end of the Annual Capacity Allocation Procedure can be allocated as Non-allocated Capacity in the Additional Capacity Allocation Procedure.

13.7. Where this is provided in these Terminal Rules, Non-allocated Capacity may also be utilized by Terminal Users as Spot Capacity Service.

Section 14 Common rules for Capacity Allocation Procedures

14.1. Invitation

14.1.1. Each Capacity Allocation Procedure begins with the Operator publishing an Invitation, specifying at least the following:

(a) the Service Year for which the invitation is sent,

(b) the Available Slots for each Service,

(c) a description or a reference to the procedure for submitting the Service Capacity allocation request, including for the Annual Capacity Allocation Procedure the Terminal Capacity Allocation Request Form,

(d) the Application Deadline, which in the case of the Annual Capacity Allocation Procedure must be at least twenty (20) days after the publication of the Invitation, and

(e) the Allocation Deadline, i.e., the day until which the Application shall remain binding for the Applicant, which shall also be the deadline for the Operator for confirming the final Service Capacity allocations.

14.2. Application

14.2.1. In order to be considered in the Capacity Allocation Procedure, an Applicant shall submit the Application in writing, by the end of the Application Deadline, following the procedure specified in the Invitation, and in accordance with the information exchange provisions defined in Section 22.

14.2.2. As part of the Application, the Applicant shall submit a filled and signed copy of the Terminal Capacity Allocation Request Form, specifying the Slots that the Applicant is requesting to be allocated within the Target Service Year.

14.2.3. As part of the Application, the Applicant shall submit, except if the Applicant has already submitted such documentation in an Application concerning the Target Service Year:

(a) copies of its registration certificate, issued according to the law of the jurisdiction in which it is established, and its articles of association or other founding documents,

(b) copies of the passports or id cards of the signatory or signatories of the Terminal Capacity Allocation Request Form, and evidence of these persons' authorization to submit the Application with binding effect for the Applicant,

(c) audited financial statements from the last three (3) years or, if the company has been founded more recently, since the founding of the company,

(d) a written confirmation that the applicant has the necessary LNG procurement channels and a vessel suitable for delivering LNG,

(e) information on whether the Applicant is a Registered User, and if so, a copy of the documentation evidencing such status.

14.2.4. In the Terminal Capacity Allocation Request Form, the Applicant states, for each Service, the number of Slots that it wishes to reserve ("**Requested Slots**"), which must be a figure equal or smaller than the Available Slots for this Service. In addition, the Applicant may state, for each of the Services, a minimum number of Slots that the Applicant requires in order to be able to commit to a reservation ("**Required Slots**"). If no Required Slots are stated, it is assumed that the Requested Slots are also the Required Slots.

14.2.5. Unless otherwise stated in the Terminal Capacity Allocation Request Form, it is assumed that the Applicant will only commit to any allocation if at least the Required Slots for all requested Services are allocated to the Applicant.

14.2.6. By submitting the Terminal Capacity Allocation Request Form, the Applicant confirms the full and unconditional acceptance of all the conditions contained in the Terminal Rules and commits to enter into the Terminal Services Contract in accordance with the Allocation in case it is granted to the Applicant.

14.3. **Deficient Applications**

14.3.1. If an Application is incomplete in view of the requirements set out in Section 14.2.2 or 14.2.3, the Operator notifies the Applicant and grants the Applicant an opportunity to provide a rectification within a rectification deadline, which should be no less than 3 calendar days from the notice by the Operator concerning the deficiencies. The Operator may refrain from asking for rectification:

(a) if the Applicant is already a Terminal User, and the Operator already has the required information or documentation, in which case the Operator may approve the Application without rectification, or

(b) if it is readily apparent that the deficiencies are not capable of being rectified within the rectification deadline.

14.3.2. An Application may be rejected by the Operator:

(a) if the Applicant does not meet all the requirements set out in Chapter 6 or the Applicant cannot reliably prove that it complies with such requirements,

(b) if the Operator has earlier terminated, or would be entitled to terminate an earlier terminal services contract of the Applicant due to the Applicant's breach of contract,

(c) if the Operator would be entitled to terminate the Terminal Services Contract of the Applicant (if such Terminal Services Contract would have already been concluded with the Applicant), or

(d) if at least one of the documents mentioned in Sections 14.2.2 or 14.2.3 is missing from the Application or not valid, even after the rectifications provided by the rectification deadline.

14.4. **Allocation**

14.4.1. If the sum of the Slots requested by the Applicants, whose requests have not been rejected ("**Accepted Applications**"), is less or equal to the Available Slots for the relevant Service, the Operator allocates the requested Slots to all Applicants.

14.4.2. If the sum of the Slots under the Accepted Applications is greater than the Available Slots for the relevant Service, the Operator follows the process defined in Section 17 below in order to determine the final allocations.

14.4.3. The Operator informs the relevant Applicants of the allocations made on the basis of their Applications ("**Binding Allocation**"), at the latest by the Allocation Deadline. By way of the Binding Allocation, the Applicant becomes obliged to enter into the Terminal Services Contract and purchase from the Operator the allocated Services.

Section 15 Annual Capacity Allocation Procedure

15.1. An indicative timeline of the Annual Capacity Allocation Procedure is as follows:

(a) Publishing the preliminary Terminal Rules on the Terminal Website for comments from market parties: 26 June

(b) Comment deadline on preliminary Terminal Rules: 7 July

(c) Publishing of the Invitation on the Terminal Website: 31 July

(d) Application Deadline: 31 October

(e) Allocation Deadline: 15 November

(f) Signing of Terminal Services Contracts (and provision of bank guarantees): 15 December

Section 16 Additional Capacity Allocation Procedure

16.1. After completion of the Annual Capacity Allocation Procedure, the Operator may allocate Non-allocated Capacity to Terminal Users for the remaining Service Year in the Additional Capacity Allocation Procedure as set out in this Section 16.

16.2. The Operator publishes the amount of available Non-allocated Capacity for each Service and the Invitation to request Allocations on the Terminal Website.

16.3. At the Operator's discretion, the Operator may refrain from defining an Application Deadline and an Allocation Deadline in the Invitation, in which case:

(a) the Invitation remains valid until further notice,

(b) Applications shall remain binding for the Applicant for a period of twenty (20) Business Days unless a different period is stated in the Invitation, and

(c) Service Capacity is allocated to Accepted Applications on a first-come, first-served basis, i.e., Applications received first will be considered first.

16.4. The Operator shall not be liable for the accuracy of any information on the Terminal Website concerning the amount of Non-allocated Capacity.

Section 17 Allocation in overbooking situation

17.1. In the case the sum of the Requested Slots requested in all Accepted Applications for a Service ("**Total Requested Slots**") is more than the Available Slots, Allocations shall be made in accordance with the process set out in this Section 17, with the purpose of finding a total allocation result in which (in order of precedence):

(a) all Applicants receive either at least their Required Slots or no Slots at all,

(b) all Available Slots are allocated to Applicants, and

(c) when Applicants need to be excluded, Applicants exhibiting greater flexibility in their allocation requests are preferred to the extent possible.

17.2. The Slots are allocated to the Applicants proportionally by reducing the Requested Slots for each Applicant in the same proportion as the Available Slots fall short of the Total Requested Slots. The Slots to be allocated to each Applicant ("**Reduced Slots**") are rounded to the closest integer number of Slots. The rounding process may be adjusted for individual Applicants in order to ensure that all and only the Available Slots are allocated.

17.3. If the Reduced Slots for all Applicants are equal to or greater than their respective Required Slots, then the Operator allocates the resulting Slots, and the allocation process is completed.

17.4. If the Reduced Slots for any Applicants fall short of their respective Required Slots, then one of the Applicants shall be eliminated from the list of Applicants, in the order set out in Section 17.7 ("**Elimination Order**"), and the allocation process shall be restarted with the remaining Applicants, again allocating to these Applicants their Requested Slots and, in case that the Available Slots are still overbooked, reducing the Slots as set out in Section 17.2.

17.5. If the process described in Section 17.4 results in the complete Available Slots being allocated and all remaining Applicants receiving a number of Slots equal to or greater than their respective Required Slots, then the Allocation is confirmed in this way, and the allocation process is completed. Otherwise:

(a) If there are still Applicants that are not receiving at least their Required Slots, then the next Applicant in the Elimination Order is eliminated, and the allocation process repeated, and so forth.

(b) If all remaining Applicants have been allocated their Required Slots, but the Available Slots have not all been allocated to Applicants, then an Applicant previously eliminated shall be reinstated and another Applicant eliminated, taking into account the Elimination Order, and the allocation process repeated.

17.6. If allocation is not possible in such way that all Available Slots are allocated to Applicants, then the Operator will select the combination of Allocations that leads to the smallest number of Slots remaining unused.

17.7. The Elimination Order is as follows:

(a) Applicants whose Reduced Slots after the first allocation attempt falls short of the Required Slots for more than one Service, beginning with the Applicant for which the Reduced Slots is the smallest portion of the Required Slots,

(b) Applicants whose Reduced Slots after the first allocation attempt falls short of the Required Slots, beginning with the Applicant for which the Reduced Slots is the smallest portion of the Required Slots, and

(c) other Applicants, beginning with the Applicant for which the Required Slots is biggest in relation to the Requested Slots, and if this relation is equal for two Applicants, beginning with the Applicant with the biggest Requested Slots, and if the Requested Slots is also equal for two Applicants, in an order determined by the lot.

Section 18 Allocation for multiple Service Years

18.1. To the extent so permitted in the Invitation, the Application can be filed for a period of up to four (4) consecutive Service Years, beginning with the Target Service Year ("**Extended Term Application**").

18.2. An Extended Term Application participates in the Capacity Allocation Procedure in the same way as other Applications. However, if and to the extent that the Extended Term Application results in a Binding Allocation, the Allocation and the resulting Extended Contract shall be valid for the extended period as stated in the Extended Term Application.

18.3. The Applicant filing an Extended Term Application and entering into an Extended Contract does so being aware of the provisions stated in Section 20.7.

18.4. The Operator shall inform the Terminal User in writing of the Terminal Rules confirmed for the new Service Year at the latest fifteen (15) Business Days before the Invitation for the Annual Capacity Allocation Procedure for that Service Year is published. If the new Terminal Rules include material changes to the detriment of the Terminal User, the latter shall have the right to terminate the Extended Contract with effect to the end of the running Service Year by giving written notice at the latest ten (10) Business Days after being notified of the new Terminal Rules.

Section 19 Spot Capacity Service

19.1. The Operator may offer Non-allocated Capacity to the public to be purchased on a case-by-case basis for temporary utilization as Spot Capacity Service without allocating the relevant Service Capacity in a Capacity Allocation Procedure, by publishing a notification thereof on the Terminal Website.

19.2. Spot Capacity Services may be offered on a daily, weekly, or monthly basis and the Operator updates the available capacities on the Terminal Website.

19.3. The notification of the offered Spot Capacity Service shall detail:

(a) the Services on offer, the number of available Slots, and the time for which such Slots are available, and

(b) the procedure to be observed in reserving Slots, in particular the lead time required for reservations.

19.4. The Service Fees for Spot Capacity Services are equal to the Service Fees for the Services in general unless the Price List provides for separate fees for Spot Capacity Services.

19.5. Terminal Users that have Allocated Capacity for Storage Service are entitled to a discount on the fees for Spot Capacity Services of 0.15% multiplied by the number of Slots of Storage Service (annual capacity) allocated to the respective Terminal User.

19.6. Spot Capacity Services may be reserved by Terminal Users only. A party that is not a Terminal User may request to enter into a Terminal Services Contract in order to be able to reserve Spot Capacity Services. Such request shall be accompanied by the documentation set out in Section 14.2.3, and it may be rejected on the basis as set out in Section 14.3.2.

19.7. If a Terminal User has Allocated Capacity for Storage Service and reserves additional Storage Capacity as a Spot Capacity Service, the Terminal User may notify the Operator before the arrival of an LNG vessel regarding which portion of the incoming LNG cargo will be appointed as Spot Capacity ("**Spot Cargo**"). The Operative Loss Quota for Spot Cargoes is stated in Section 29.1.7(a).

19.8. The utilization of Spot Capacity Services requires that the Terminal User unloads at least one (1) LNG Vessel to the Terminal in each Gas Month. If the Storage Utilization Forecast for a Gas Month shows that the aforementioned condition will not be fulfilled, or if the condition is not fulfilled in actuality, then the Operator has the right to cancel and de-allocate the Spot Capacity from the relevant Terminal User, without this removing the Terminal User's obligation to make the payments as committed. In any case, the Operative Loss Quota as stated in Section 29.1.7(b) shall be applied to any quantities of LNG unloaded as Spot Cargo that has remained stored in the tank as Spot Capacity for more than thirty (30) days.

Chapter 5
Terminal Services Contract

Section 20 Conclusion of the Terminal Services Contract

20.1. Utilization of the Terminal's Services is possible only for Terminal Users that have concluded the Terminal Services Contract.

20.2. Before the Terminal Services Contract is concluded, the Applicant shall provide the Operator with the documentation stated in Section 14.2.3 to the extent that this documentation has not been provided for the Target Service Year.

20.3. If an Applicant has received a Binding Allocation, failure to comply with the conditions set out in Section 20.2 or to execute the Terminal Services Contract does not release the Applicant from the obligation to pay the Service Fees applicable to the allocated Services.

20.4. The Terminal Services Contract shall be concluded materially in the form as set out in Appendix 1, to be signed by both Parties physically or electronically, and shall be in force for one Service Year at a time. An Allocation Statement stating the Binding Allocations made to the Terminal User shall be appended to the Terminal Services Contract.

20.5. Whenever new Binding Allocations are made for the same Terminal User, the Allocation Statement shall be updated and signed by both Parties.

20.6. If an Applicant fails to comply with the conditions set out in Section 20.2 or to sign the Terminal Services Contract or if a Terminal User fails to sign the updated Allocation Statement within ten (10) Business Days after receipt of the signature request from the Operator, the Operator is entitled but not obliged to release, by giving written notice thereof to the Applicant or Terminal User, the relevant Slots for sale in the Additional Capacity Allocation Procedure or as Spot Capacity Service. Upon such release, the Binding Allocation will cease to have effect, but the Applicant or Terminal User shall be released from the obligation to pay the Service Fees applicable to the released Slots only if and to the extent that the same Slots are actually allocated with Binding Allocations to a third party or are actually sold to a third party as Spot Capacity.

20.7. A Terminal Services Contract may be entered into for period exceeding the initial Target Service Year ("**Extended Contract**"). An Extended Contract shall be valid for the extended period as stated in the Terminal Services Contract. However, the Terminal Rules, including without limitation the Price List, will be subject to renewal and confirmation by the Energy Authority for each Service Year subsequent to the Target Service Year. If a revision of the Terminal Rules leads to a change in the terms of the Extended Contract that is materially detrimental to the Terminal User, the Terminal User has the right to terminate the Extended Contract by giving written notice thereof to the Operator within ten (10) Business Days after the revised Terminal Rules have been notified to the Terminal User.

Section 21 Terms of contract, governing law

21.1. These Terminal Rules, together with their Appendices, form an integral part of the Terminal Services Contract and, in case of any direct inconsistency in specific provisions between the Terminal Rules and the Terminal Services Contract, the Terminal Rules take precedence, except where explicitly stated otherwise in the Terminal Services Contract.

21.2. Any changes to the Terminal Services Contract must be evidenced in writing. No written communication or action by either Party shall be effective to modify or amend the Terminal Services Contract unless the Parties have expressly agreed in written communications between them that the Terminal Services Contract should be or has been so modified or amended.

21.3. Neither Party waives any of its rights under the Terminal Services Contract by failing to exercise them. Individual waivers do not amount to a general waiver.

21.4. These Terminal Rules, the Terminal Services Contract, or any contract between the Operator and a Terminal User concerning Ancillary Services are governed by the laws of Finland without regards to its principles and rules on conflict of laws.

Section 22 Communications

22.1. Any Communication to the Operator must be in English language and sent by mail, e-mail, or courier to the following addresses:

Hamina LNG Oy
Satamantie 4, PL26
49460 HAMINA
info@haminalng.fi

22.2. The Operator may provide additional optional contact points or replace the aforementioned contact information with another contact point in the Terminal Services Contract or, during the Term, by notifying the Terminal User.

22.3. Any Communication to the Terminal User will be in English language and sent by mail, e-mail, or courier to the address stated in the Terminal Services Contract.

22.4. Communications shall be effective when their receipt has been confirmed in writing by the receiving Party, or at any earlier point of time in which the receiving Party can be shown to have received the communication in readable form.

22.5. The Operator operates for the purposes of providing the Services a Customer Portal, including a general section with guidelines and instructions intended for use by all Terminal Users, and a private section intended for the provision of documentation relating to the Services used by individual Terminal Users. The technical solutions employed for the Customer Portal are at the Operator's discretion and are subject to change. Access to the Customer Portal will be granted to the Terminal User's primary contact person stated in the Terminal Services Contract as well as to any

other person for which such access is requested in writing by the primary contact person.

Section 23 Assignment and subcontracting

23.1. Neither Party shall, without the express written consent of the other Party, which consent shall not be unreasonably withheld, assign to any third party the Terminal Services Contract or a part thereof or any right, benefit, obligation or interest therein, except that each of the Parties shall be able to assign either absolutely or by way of charge any money payable to it, which may become payable under the Terminal Services Contract.

23.2. Notwithstanding the foregoing, the Operator shall be entitled to pledge or transfer (whether by way of security or otherwise) its rights and obligations under the Terminal Services Contract as a whole to financing institution(s) in connection with the financing or refinancing of all or part of the Terminal.

23.3. The Operator shall be entitled to subcontract all or part of the Services or Ancillary Services to affiliated companies or third-party providers.

Section 24 Dispute resolution

24.1. Any dispute, controversy or claim arising out of or relating to these Terminal Rules, the Terminal Services Contract, or any contract between the Operator and a Terminal User concerning Ancillary Services, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

24.2. The number of arbitrators shall be three. The seat of arbitration shall be Helsinki. The language of arbitration shall be English.

Chapter 6
Terminal User requirements

Section 25 Requirements for access

25.1. The Terminal User shall comply with applicable laws and possess all the required authorisations related to Terminal use and related Services, including but not limited to the ones set out in the Terminal Services Contract.

25.2. The Terminal User must have sound financial standing as evidenced by the Terminal User having at least the Minimum Company Rating.

Section 26 Terminal User responsibilities

26.1. The Terminal User shall, at no cost for the Operator, create all preconditions for, and handle all obligations resulting from, the utilization of the Services in accordance with the Terminal Services Contract. In particular, without limitation, the Terminal User shall be responsible for:

(a) obtaining and maintaining in force any Governmental Approval or registration that may be required for the Terminal User to utilize the Services, including any permissions, approval or licenses that may be required under customs or tax regulations,

(b) obtaining and maintaining in force any agreement or arrangement that may be required for the Terminal User to utilize the Services, including without limitation agreements and arrangements with the Port, Grid Operators, LNG suppliers, Shippers, and end customers,

(c) obtaining and maintaining in force adequate insurance coverage, including at a minimum liability insurance for the Terminal User's own operations and for the User's LNG stored and processed at the Terminal,

(d) ensuring that all vehicle and Vessel operators utilized by the Terminal User obtain and maintain in force adequate liability insurance covering their respective operations,

(e) making all arrangements necessary for complying with any reporting and payment obligations the Terminal User may be subject to under the legislation on carriage and receipt of hazardous and noxious substances by sea as may be in force at a given time,

(f) making all arrangements necessary for complying with any reporting obligations the Terminal User may be subject to under Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency, Regulation (EU) No 1348/2014 on data reporting or comparable legislation as may be in force at a given time,

(g) making all arrangements necessary for complying with any obligations the Terminal User may have related to Excise Tax, Strategic Stockpile Fee, or comparable levies,

(h) notifying the Operator on whether the intended use of each transaction is taxable or exempt from Excise Tax and Strategic Stockpile Fee; and providing the Operator with a tax exemption decision if applicable, and

(i) procuring that all used personnel on site is appropriately trained and has all permits and licences required by any Governmental Rules.

26.2. The Operator may issue on the Customer Portal more detailed descriptions of the Terminal User's responsibilities related to individual Services and the relevant procedures. The Operator shall inform existing Terminal Users in writing of any changes made to these descriptions before these take effect.

Section 27 Terminal User creditability and guarantee

27.1. Unless stated otherwise in the Terminal Services Contract based on the Operator's credit rating policy, the Terminal User shall furnish within ten (10) Business Days after the execution of the Terminal Services Contract, and maintain until three (3) months after the end of the Term, an on-demand bank guarantee, materially as set out in Appendix 10, issued by a financial institution having its place of business or a registered branch in the European Union, or otherwise approved by the Operator (the "**Bank Guarantee**").

27.2. The Bank Guarantee shall be provided at an amount at least corresponding to six (6) times the average monthly total of all Service Fees envisaged to become payable by the Terminal User within one (1) Service Year.

27.3. If the Service Fees envisaged to become payable by the Terminal User within one (1) Service Year increase more than 100 % from the Service Fees used in calculating the previous Bank Guarantee, the Bank Guarantee must be renewed by the Terminal User to correspond to the increased service utilization.

27.4. If additional Service Capacity is allocated to a Terminal User in the Additional Capacity Allocation Procedure, the Terminal User shall replace the existing Bank Guarantee with an updated Bank Guarantee before the Allocation Statement is updated.

27.5. The Operator may at its discretion obtain a Credit Rating for the Terminal User. The Operator may refuse to enter into a Terminal Services Contract or accept new service reservations unless the Terminal User has the Minimum Company Rating.

Chapter 7
Handling of LNG

Section 28 Title, risk, encumbrances

28.1. The Operator shall under no circumstances assume title to the User's Inventory even during periods when it is in the possession and control of the Operator.

28.2. Possession, control, and risk of loss of User's Inventory shall pass:

(a) from the Terminal User to the Operator upon delivery of the User's Inventory at the Receipt Point, and

(b) from the Operator to the Terminal User upon delivery of the User's Inventory at the relevant Delivery Point.

28.3. The Terminal User shall fully indemnify and hold the Operator harmless against all Encumbrances and Liabilities relating to Encumbrances (collectively "**Claims**") regarding the User's Inventory, including Claims brought by other Terminal Users, except to the extent that any Claims are caused by the Operator's acts or omissions.

Section 29 User's Inventory

29.1. **Inventory management**

29.1.1. The Operator shall provide the Terminal User with adequate daily accounting of the User's Inventory, in adequate form and manner to be determined by the Operator, based on measured LNG received and delivered, Natural Gas send-out, the Operative Loss Quota, and any In-Tank Transfer ("**User's Inventory Events**").

29.1.2. The accounting of LNG in User's Inventory is based on MWh as the base unit. Other units used in inventory accounting, such as cubic meters (m3) and kilograms (kg), are only informative and calculated either based on the current LNG quality in tank or standard LNG quality, according to which 1 MWh corresponds to 0.153 m3 and 65.787 kg.

29.1.3. Daily balance reports are provided in the Customer Portal by one (1) hour after the end of each Gas Day. The daily balance report shows the Gas Day starting balance of the User's Inventory, the User's Inventory Events occurred within the Gas Day, and the end balance of the User's Inventory for the Gas Day. The daily balance report is provided for informative purposes and without liability and is not revised if any inaccuracies are found or changes agreed between the Terminal User and the Operator at a later point of time.

29.1.4. A monthly User's Inventory Report is provided by the Operator to the Terminal User within ten (10) Business Days after the end of a Gas Month. The User's Inventory Report shows the starting balance of the User's Inventory for the Gas Month, the User's Inventory Events occurred within the Gas Month, and the end balance of the User's Inventory for the Gas Month. The Terminal User is deemed to have confirmed the information stated in the User's Inventory Report unless the Terminal User notifies the Operator within ten (10) Business Days after receiving the User's Inventory Report of any information stated therein.

29.1.5. By way of In-Tank Transfer, the Terminal User may:

(a) transfer or assign to any other Terminal User all or any portion of the LNG being held in storage at the Terminal as part of User's Inventory; or

(b) take an assignment from any other Terminal User of all or a portion of the LNG being held in storage at the Terminal for the account of such other Terminal User.

29.1.6. In relation to the Operator, an In-Tank Transfer shall be considered to take effect when a party to the In-Tank Transfer submits to the Operator a notification materially in the form as specified in Appendix 4, duly executed on behalf of both parties of the In-Tank Transfer. The Operator shall be entitled to rely on an In-Tank Transfer notification and shall not be obliged to verify its validity unless the lack of validity is readily apparent from the appearance of the notification.

29.1.7. In order to account for Operative Losses, an Operative Loss Quota shall be deducted from the User's Inventory at a rate of

(a) for User's Inventory unloaded to the Terminal in utilization of Spot Capacity Service, 2.8% of each unloaded cargo, and

(b) 0.15% per day for all other User's Inventory.

29.1.8. The Operator shall have the right to dispose of the User's Inventory by way of sale or by other means as further specified in Section 47 below.

29.2. **Regular inventory balancing**

29.2.1. The Operator will carry out balancing calculation for the inventory at the end of every Gas Month.

29.2.2. In balancing calculation, the physical amount of LNG in the storage tank is compared to the sum of every Terminal User's Inventory. If the physical amount of LNG in the storage tank is less than the sum of every Terminal User's Inventory at the time of calculation, the Operator reimburses the deficit to the Terminal Users within forty (40) days from the time of the calculation by acquiring substitutive LNG for the Terminal User's Inventory.

Section 30 LNG quality and quantity

30.1. **Received LNG**

30.1.1. The Terminal User shall ensure that all LNG delivered to the Terminal for the Terminal User's account fully corresponds to the Quality Specifications and does not exceed the Quantity agreed by the Parties and reported by the Terminal User.

30.1.2. The Terminal User shall immediately notify the Operator if, at any time before, during or after unloading LNG at the Terminal, the Terminal User becomes aware that the quality of LNG loaded on board of a Vessel or the expected quality of LNG to be unloaded at the Terminal is different from the quality stated in any notice or fails to meet the Quality Specifications.

30.1.3. The quality and Quantity of the User's LNG may be measured, tested, and sampled by the Operator. The Operator has the right to reject the User's LNG cargo, without incurring liability towards the Terminal User, if the Operator has reason to suspect that the LNG fails to meet the Quality Specifications. Notwithstanding the aforesaid, the Terminal User will carry full responsibility and liability for any consequences that the Operator or other Terminal Users may suffer due to the delivery of Off-Spec LNG.

30.2. **Redelivered LNG or Regasified LNG**

30.2.1. The Redelivered LNG or Regasified LNG made available for redelivery by the Operator to the Delivery Point need not consist of the same molecules as unloaded by the Terminal User.

30.2.2. The Operator shall make available for redelivery LNG that complies with the Quality Specifications or, as the case may be, Regasified LNG that complies with the specifications of the relevant Grid Operator in force at a given time. Within the aforementioned specifications, the quality of the LNG or Regasified LNG delivered to the Terminal User may deviate from the original quality of the User's LNG.

30.2.3. The Quantity of Redelivered LNG or Regasified LNG to be made available for redelivery to the User shall correspond to the User's Inventory.

30.2.4. The User's Inventory will be redelivered to the Terminal User exclusively within the Redelivery Services as allocated to the Terminal User under the terms of the Terminal Services Contract, and taking into account the process set out in Section 29.2.2.

Section 31 Boil Off Gas and Operative Fuel

31.1.1. The Operator shall process, utilize as Operative Fuel, or dispose of any Boil Off Gas generated during Terminal operations, at its own discretion, for its own account and at no additional charge to the Terminal User.

31.1.2. The Operator withdraws from the User's Inventory, within the limits of the Operative Loss Quota, LNG to be used as Operative Fuel.

31.1.3. The Operator shall not give any economical compensation related to the withdrawal of LNG or Natural Gas as stated in this Section 31.

Section 32 Heel Level management

32.1. The Operator is responsible towards the Terminal Users for maintaining the Heel Level in order to ensure the continuous provision of Terminal Services.

32.2. The Operator may choose, at its discretion, to maintain the Heel Level by owning itself the required amount of LNG in the Terminal, or by appointing one or more Designated Users to be responsible for maintaining the Heel Level.

32.3. If the Operator maintains the Heel Level by storing own LNG in the Terminal tank, the Operator defines, in its own discretion and acting as a Reasonable And Prudent Operator, the amount of LNG and the tank capacity to be reserved for this purpose, which may be between 0–22,900 MWh (approximately 0–3,500 m3).

32.4. In Capacity Allocation Procedures, the Operator may give priority to Applicants that are willing to act as Designated User, both with regard to the Storage Services and with regard to other Services. In this case, the possibility to assume this role must be detailed in the Invitation, and all Applicants must have equal opportunity to apply for the role of Designated User.

32.5. In the Designated User Agreement, the Operator may grant commercial incentives to the Designated User as compensation for the detriment involved in the obligation to maintain the Heel Level. Such incentives may include, without limitation, discounts on the Service Fees or a reduction of the Operative Loss Quota.

Chapter 8
Individual Services

Section 33 Storage Service

33.1. **Allocation**

33.1.1. The Terminal User is entitled to store LNG in the Terminal tank within the limits of the Allocated Capacity.

33.1.2. The Slot for the Storage Service is the capacity to store in the Terminal tank six hundred and fifty (650) MWh of LNG, corresponding to roughly 100 m3 of LNG, for the period until the end of the Service Year for which the Slot is allocated. Unless stated otherwise in the Invitation, the Required Slots in the Capacity Allocation Procedure shall be no less than thirty (30) Slots.

33.1.3. Non-allocated Capacity under the Storage Service may be offered as Spot Capacity Service. The Slot size is equal to the Slot size defined in Section 33.1.2, and the Slot is offered in time slots as defined in the notification of the offered Spot Capacity Service as set out in Section 19.3.

33.1.4. The Terminal User is not allowed to sub-rent, sub-lease or otherwise allow the storage capacity allocated to be used by any third party, other than under the preconditions and procedures defined for offering capacity on the secondary market in accordance with Section 37 below.

33.2. **Scheduling and allocation of Virtual Capacity**

33.2.1. The Terminal User shall submit to the Operator for each calendar month, at the latest ten (10) days before the beginning of that calendar month, a day-by-day forecast of the amount of User's Inventory that the Terminal User expects to hold in the Terminal ("**Storage Utilization Forecast**"). The Storage Utilization Forecast shall be submitted in the online form provided in the Customer Portal, or in another form as may be defined in the Customer Portal.

33.2.2. On each day on which the User's Inventory held by the respective Terminal User falls short of the amount stated in the Storage Utilization Forecast, the Terminal User shall be obliged to pay an increased Service Fee as follows:

(a) if utilization falls short of the Storage Utilization Forecast by more than thirty per cent (30%), five per cent (5%) of the Daily Fixed Storage Fee, and

(b) if utilization falls short of the Storage Utilization Forecast by more than fifty per cent (50%), ten per cent (10%) of the Daily Fixed Storage Fee.

33.2.3. Based on the Storage Utilization Forecasts received from all Terminal Users, the Operator is entitled to determine the Storage Capacity expected to remain unused and may offer, at the latest five (5) days before the beginning of the Gas Month, such unused Storage Capacity ("**Virtual Capacity**"):

(a) to Terminal Users whose Storage Utilization Forecast shows High Utilization of their Allocated Capacity, up to an amount corresponding to between ten and twenty per cent (10-20%, to be determined at the Operator's discretion) of such Terminal User's Allocated Capacity, free of the Service Fee for the Storage Service, and

(b) otherwise, as Spot Capacity,

all at the condition that LNG stored in the Virtual Capacity is used for regasification or send-out to the Truck loading station without undue delay and at the latest within the calendar month for which the Virtual Capacity was reserved.

33.2.4. The Operator notifies each Terminal User of the share of their Allocated Capacity that has been sold as Virtual Capacity and thereby cannot be utilized by that Terminal User anymore. For the avoidance of doubt, the capacity sold as Virtual Capacity automatically falls back to the Terminal User to whom the Capacity was originally allocated after the calendar month for which the Virtual Capacity was sold.

33.2.5. The Operator may, at its own discretion, refrain from requiring a monthly Storage Utilization Forecast from all Terminal Users concurrently by informing the Terminal Users of a period during which the Storage Utilization Forecast is not required.

33.2.6. Whenever a Storage Utilization Forecast is not required, Virtual Capacity will not be offered to any Terminal User from any Terminal User's Storage Capacity.

33.3. **Optimization of utilization**

33.3.1. Any Terminal User ("**Committed User**") that commits, in the Terminal Services Contract, to keep the proportion of its Allocated Capacity for the Storage Service occupied by User's Inventory ("**Storage Utilization**") at a minimum of ten per cent (10%) ("**Committed Amount**") for the term of the Terminal Services Contract or for a shorter period defined therein, shall receive a discount on the Service Fee for the Storage Service of ten per cent (10%).

33.3.2. For each day on which the Committed User's User's Inventory falls below the Committed Amount, the Committed User is obliged to pay a contractual penalty of twenty-five per cent (25%) of the Committed User's Daily Fixed Storage Fee.

Section 34 Unloading, Loading, and Bunkering Service

34.1. **Scheduling**

34.1.1. Time slots for Vessel unloading, loading, or Bunkering shall be reserved by the Terminal User in advance as further detailed in the Customer Portal. Time slots will be allocated to different users on a "first come, first served" basis. The reservation becomes valid upon confirmation by the Operator.

34.1.2. A time slot for a Vessel-Related Services allows the relevant vessel to be moored at the Terminal, beginning with the time when the Vessel is moored at the jetty, for a period of:

(a) twenty-four (24) hours for the Unloading Service,

(b) twenty-four (24) hours for the Loading Service, and

(c) six (6) hours for the Bunkering Service.

34.1.3. The Terminal User may cancel a reserved time slot free of charge up until 96 hours prior to the starting time. In case of late cancellation, or in case that the reserved time slot cannot be utilized for reasons not attributable to the Operator, the applicable fees will be charged in full.

34.1.4. The Terminal User shall procure that the jetty is fully vacated by the end of the mooring time slot allocated to the Terminal User.

34.2. **Vessel Compliance**

34.2.1. Vessels planned to be moored at the Terminal shall comply with all applicable Governmental Rules, international standards, Port Requirements, and Terminal Requirements. The Terminal User shall ensure, at no cost to Operator, that each Vessel is fully compatible with the Terminal facilities as set forth in Appendix 5 regarding Vessel loading and unloading, and in Appendix 6 regarding Vessel bunkering.

34.2.2. Only Approved Vessels are permitted to be moored and to unload, load or bunker LNG at the Terminal. The approval granted by the Operator shall not relieve the Terminal User or Vessel Operator from ensuring compliance of the Vessel in all required aspects.

34.2.3. All ships that intend to call at the Hamina LNG Terminal must go through the Ship/Shore Compatibility Study (SSCS). The SSCS process must be initiated via an application by the Terminal User intending to utilize the relevant Vessel at the latest twenty (20) days before the envisaged arrival of the Vessel at the Terminal. The form required of the application, required information and documentation, and the process of the SSCS are set out in Appendix 7.

34.3. **Arrangements with the Port**

34.3.1. The Terminal User shall be responsible for making any required arrangements with the Port, including, without limitation, scheduling of departures and arrivals, any arrival, departure, and other notifications towards the Port, arranging any required mooring and unmooring assistance, towing, tugging, or escort service and payment of fees charged by the Port.

34.3.2. The Terminal User must be aware of the Port's safety requirements and comply with them.

34.3.3. The Operator assumes no responsibility for Port operations or availability.

34.4. **Notifications to the Operator**

34.4.1. For a Vessel planned to unload LNG at the Terminal, the Terminal User shall make, or procure the Vessel Operator to make, the following notifications to the Operator prior to and upon arrival at the Terminal:

(a) No later than 96 (ninety-six) hours before ETA: A Vessel nomination ("**Vessel Nomination**") notice including the information on

(i) the Vessel to be used,

(ii) the ETA, and

(iii) the estimated unloading time.

(b) At the same time with the Vessel Nomination: A loading notification ("**Loading Notification**") including the information on:

(i) the expected Quantity to be unloaded, and

(ii) the expected Quality of the LNG to be unloaded (composition, pressure, and temperature).

(c) No later than 48 (forty-eight) hours before ETA: A confirmation of all necessary Vessel inspections having been performed, along with all relevant documentation. Any deviations regarding the safety, docking, mooring or cargo operations of the Vessel shall be reported to the Operator, the Port, and the ship agency.

(d) Arrival notifications ("**Arrival Notifications**") including the ETA and other essential information at the following intervals:

(i) 72 hours before ETA,

(ii) 48 hours before ETA,

(iii) 24 hours before ETA, and

(iv) 12 hours before ETA.

(e) Immediately after Vessel arrival at pilot station: A notification of readiness ("**NOR**") confirming that the following requirements have been met:

(i) the Vessel has performed all procedures required by the Port and Governmental Authorities (including customs), and

(ii) the Vessel is overall ready to arrive at the Terminal's pier and to unload the LNG cargo.

The Operator shall either approve or reject the NOR via email. Upon approval, the Operator shall on his part send a notification of readiness to the Terminal User.

34.4.2. For a Vessel planned to load LNG at the Terminal, the Terminal User shall make, or procure the Vessel Operator to make, the same notifications as defined in Section 34.4.1 above, with the following exceptions:

(a) The Loading Notification only needs to state the Quantity of the LNG intended to be loaded from the Terminal.

34.4.3. For a Vessel planned to bunker LNG at the Terminal, the Terminal User shall make, or procure the Vessel Operator to make, the same notifications as defined in Section 34.4.1 above, with the following exceptions:

(a) The Loading Notification only needs to state the Quantity of the LNG intended to be bunkered from the Terminal.

34.5. **Port congestion and rescheduling**

34.5.1. If, following receipt of the Vessel Nomination by the Operator, either Party becomes aware of issues that might delay the mooring, unloading, loading or Bunkering of the Vessel in question, such Party shall notify the other Party without delay and the Parties shall coordinate in good faith in order to resolve the issue.

34.5.2. The Operator may postpone the start of the unloading, loading or bunkering process if and to the extent such is necessary:

(a) due to adverse weather conditions,

(b) due to pier congestion or Port operations, or

(c) in order to accommodate another Vessel whose unloading, loading or Bunkering process was delayed due to pier congestion or Port operations.

34.5.3. In the cases of Section 34.5.2, the end of the mooring slot will be postponed in the same measure as its beginning, and subsequent slots shall be postponed accordingly as required, without liability for the Operator.

34.5.4. The Operator shall inform the Terminal User of such postponement under Section 34.5.2 without undue delay but shall incur no further liability.

34.6. **Unloading, loading, and Bunkering procedures**

34.6.1. The procedures to be observed during unloading, loading, and Bunkering of LNG and the relevant Receipt and Delivery Point(s) are further specified in the Customer Portal.

34.6.2. Once the Vessel is moored at the pier, all loading, unloading and Bunkering procedures and interruptions shall be instructed and supervised by the Operator. The Terminal User shall duly comply, and the Terminal User shall procure that the Vessel Operator complies, with any instructions issued by the Operator during the unloading, loading or Bunkering process.

34.6.3. The Operator may instruct that the unloading flow rate shall be reduced as compared to the Terminal's specifications if the Operator considers this necessary in order to prevent environmental hazards or in order to process LNG that is or is suspected to be Off-Spec LNG.

34.6.4. The Vessel may unmoor once unmooring has been approved by the Operator and the Port.

Section 35 Truck Loading Service

35.1. **Truck loading capacity**

35.1.1. Truck Loading Service can be utilized with either fixed capacity or flexible capacity.

35.1.2. Fixed capacity can be reserved either:

(a) with Appendix 2 during the Annual Capacity Allocation Procedure, or

(b) for any given month with a written notice via email at the latest on the last Business Day of the previous month.

35.1.3. Flexible capacity will be used for truck loadings that:

(a) exceed the reserved fixed truck loading capacity of a Terminal User during any given month, or

(b) are against the scheduling policy in Section 35.2.

35.2. **Scheduling**

35.2.1. Time slots for the Truck Loading Service shall be reserved by the Terminal User in advance in the process stated on the Customer Portal. Time slots will be allocated on a "first come, first served" basis. The reservation becomes valid upon confirmation by the Operator.

35.2.2. The Terminal User may cancel a reserved truck loading slot by notifying the Operator up until twenty-four (24) hours prior to the starting time. In case of late cancellation or in case of non-utilization of the loading slot without cancellation, the truck loading slot in question will be invoiced with flexible truck loading fee whether the Terminal User has fixed truck loading capacity or not, as further explained on the Customer Portal.

35.3. **Truck and driver compliance**

35.3.1. The Terminal User shall ensure that LNG Trucks and drivers used for loading LNG at the truck loading station comply with all applicable Governmental Rules, Port Requirements and Terminal Requirements; and that drivers have all required permits and licensed (including without limitation ADR) and are proficient in the English or Finnish language. The Terminal User shall ensure that each truck is in proper technical condition, clean and suitable for LNG and fully compatible with the Terminal facilities as set forth in Appendix 8.

35.3.2. Only Approved Trucks and Approved Drivers are permitted to load LNG at the truck loading station.

35.3.3. The Operator may at any time refuse or reject a truck or driver or stop, interrupt or restrict the loading process if the truck or its driver do not comply with Operator instructions or the requirements set out in Section 35.3.1 or 35.3.2 above.

35.4. **Truck loading procedure**

35.4.1. The procedures to be observed during truck loading and the relevant Delivery Point are further specified on the Customer Portal. The User shall procure that, during the loading process, truck and driver duly comply with any instructions issued by the Operator.

35.4.2. The LNG Truck's tank must be cooled down to the specifications provided in Appendix 8 before loading LNG at the terminal. The Terminal User is responsible for ensuring that any deviation of the LNG Truck from the aforementioned requirements are clearly notified to the Operator before the begin of the loading process, and that the loading process is not initiated before the Operator has explicitly approved the process regardless of the deviation.

35.4.3. The Terminal User shall procure that the truck loading station is fully vacated by the end of the loading time slot allocated to the Terminal User.

35.4.4. After each Truck loading process, the Operator will make available to the Customer Portal a quality report and a CMR waybill.

35.5. **Ancillary Services related to LNG Trucks**

35.5.1. If a truck's tank does not comply with the temperature requirements set out in Appendix 8, the Terminal User can purchase a cool down LNG loading service as an Ancillary Service.

35.5.2. The Terminal User may request a nitrogen blanketing for a truck as an Ancillary Service.

35.5.3. The Ancillary Services related to LNG Trucks must be reserved twenty-four (24) hours before the starting time following the process stated on the Customer Portal and are subject to the Operator's confirmation of availability. The Operator charges the fees stated in the price list of additional services on Terminal Website or Customer Portal.

Section 36 Regasification and injection into the network

36.1. **Allocation**

36.1.1. A Terminal User is entitled to utilize the Regasification Services within the limits of the Allocated Capacity.

36.1.2. A Slot of a Regasification Service allows the Terminal User or its appointed representative to nominate for regasification and injection into the relevant network an amount of Natural Gas up to one (1) MWh per Gas Day for a period of the Target Service Year (or the remaining Service Year if the Service is commenced within the Target Service Year).

36.1.3. The minimum number of slots to be requested is two hundred and fifty (250, 250 MWh/d).

36.1.4. Slots may also be requested for the period of individual Quarters within the Target Service Year. Such requests will be served to the extent that Non-allocated Capacity remains after all requests for the complete Service Year have been served.

36.1.5. Non-allocated Capacity may be allocated to Terminal Users or Applicants in the Additional Capacity Allocation Procedure for individual Quarters within the Target Service Year. The Operator publishes the available Non-allocated Capacity and the relevant allocation procedures on the Terminal Website.

36.1.6. In order to be allocated Service Capacity for a Regasification Service, the Terminal User must also have Allocated Capacity for the Storage Service of at least one (1) Slot for each one hundred (100) Slots of the Regasification Service, with the required number of Slots rounded up to be an integer number.

36.1.7. The Operator may also offer weekly Slots for Regasification Service as Spot Capacity Service in accordance with Section 19.

36.1.8. In addition, a Terminal User may utilize Non-allocated Capacity as Spot Capacity for the next Gas Day or as intraday capacity. Spot Capacity will be allocated to Terminal Users on a "first-come, first-served" basis. The reservation becomes valid upon confirmation of the Nominations or Renominations by the Operator.

36.1.9. Allocated Capacity for the Regasification Service will be converted to Non-allocated Capacity and can thereby be utilized as Spot Capacity by other Terminal Users:

(a) when a Terminal User notifies the Operator that it will not utilize the Allocated Capacity for an individual Gas Day or a longer time period ("**Release Notification**"), or

(b) without Release Notification if Allocated Capacity has not been utilized by Nomination or Renomination by 2:00 pm EET for the next Gas Day

36.1.10. A Terminal User making a Release Notification at the latest thirty-one (31) hours before the beginning of the Gas Day for which Service Capacity is being released, shall be entitled to a discount of fifty per cent (50%) of the Service Fee relating to the released Service Capacity to the extent that such released Service Capacity was actually utilized by another Terminal User during the relevant Gas Day and such utilization would not have been possible without the release of the Service Capacity.

36.2. **Monthly auctions of Non-allocated Capacity**

36.2.1. Non-allocated Capacity for Regasification Service may be offered by the Operator to Terminal Users as Auctioned Capacity for each Gas Month at the end of the previous Gas Month.

36.2.2. The amount of Auctioned Capacity offered for auction is announced on the Terminal Website at the latest five (5) Business Days before the beginning of each Gas Month.

36.2.3. If the Auctioned Capacity is less than or equal to 250 MWh/d, the minimum bid for Slots is equal to Auctioned Capacity.

36.2.4. The minimum bid price per Slot of Auctioned Capacity is determined in the Price List and the minimum raise in additional bidding rounds is 0.10 EUR/MWh.

36.2.5. Only Slots for the next Gas Month are sold in the auction.

36.2.6. The auction process is as follows:

(a) Auction announcement: The Operator posts an announcement on the Terminal Website that determines the Auctioned Capacity and the schedule for the auction.

(b) Initial bid submission: The participants deliver initial binding bids in a form determined in the Customer Portal, indicating the desired number of Slots and the bid price per Slot.

(c) Auction close: At the end of the initial bidding period, the total bids for capacity are tallied. If the total bids do not exceed the Auctioned Capacity,

the capacity is fully allocated to the participants based on their bid amounts. Otherwise, additional bidding rounds are started.

(d) Additional bidding rounds: If the total bids for capacity exceed the Auctioned Capacity, additional bidding rounds are held. A maximum of three total bidding rounds are held and the schedule for each round is determined in the initial auction announcement.

(e) Final auction close: When the final round of bidding is complete, the total bids for capacity are tallied. The highest bidders are prioritized and allocated capacity in descending order of their bid amount until the Auctioned Capacity is fully allocated. For bids that are equal in price, the earliest bid submitted is given priority. Participants are informed of their final allocated capacity and the corresponding final bid price per unit of capacity.

36.2.7. The participants can utilize the capacity allocated for them during the next Gas Month and will be invoiced for the final allocated capacity and corresponding final bid price in accordance with Section 43.

36.3. **Scheduling and nomination of Regasified LNG Deliveries**

36.3.1. The Terminal User shall provide to the Operator a good-faith forecast of its estimated total daily requirements of Natural Gas injection into the Transmission Network as soon as such estimation is available.

36.3.2. The scheduling, Nomination, and Renomination of individual deliveries of Regasified LNG into the Transmission Network shall be done in accordance with the procedures and preconditions established in the Gas Transmission Rules, Grid Operator Requirements, and the Terminal Requirements.

36.3.3. All nominated gas must have a Shipper registered to the Finnish gas market. The Terminal User and Shipper shall agree on the injection to the network.

36.3.4. The Terminal User may grant to a Shipper the right to use the User's Inventory. In order for the Operator to be able to receive and accept nominations from such Shipper, the User must provide the Operator with a copy of the contract authorizing the Shipper, and with the Shipper's EIC.

36.3.5. If the Terminal User does not have an EIC-X party code, they have to apply for it from the local issuing officer (Gasgrid Finland Oy) before using Regasification Services.

36.3.6. The nomination process shall observe the Single Sided Nomination (SSN) mechanism in accordance with the EASEE-gas recommendation in the document Common Business Practice 2014-001/01. For this purpose, the Terminal User shall provide the Operator with a copy of the required authorisation given to the Shipper used by the Terminal User.

36.4. **Arrangement of transmission capacity and service**

36.4.1. The Terminal User shall be responsible for making or procuring any required arrangements for reserving transmission capacity and services including Nominations and Renominations. The Terminal User shall comply with all applicable Governmental Rules, Gas Transmission Rules, Grid Operator Requirements and Terminal Requirements.

36.5. The Operator assumes no responsibility for the operations or availability of a Downstream Pipeline.

Chapter 9
Utilization of unused capacity

Section 37 Secondary market

37.1. The Terminal User may transfer part or all of the Allocated Capacity to another Terminal User or a third party ("**Transferee**") on the secondary market, subject to the preconditions defined in this Section 37.

37.2. The transfer of Allocated Capacity to a third party shall require, and shall become valid upon, conclusion of a respective Terminal Services Contract between the Operator and the Transferee. If the Transferee already is a Terminal User, the transfer of Allocated Capacity shall require confirmation by the Operator, which the Operator may make conditional on adequate adjustments to the collaterals provided for in Section 27.

37.3. The Operator shall not unreasonably withhold confirmation of the transfer or conclusion of a Terminal Services Contract with the Transferee, provided, however, that:

(a) the Transferee meets all requirements for and provides all documentation required from Terminal Users, as defined in the Terminal Rules, and

(b) there are no open receivables of the Operator towards the Terminal User at the time of the transfer.

37.4. Any advance fees paid by the Terminal User in respect of the share of Allocated Capacity transferred to the Transferee shall not be returned to the Terminal User but shall be applied towards the Services used by the Transferee.

Section 38 Underutilization of Allocated Capacity

38.1. The Terminal User shall inform the Operator in case a significant share of the Allocated Capacity will not be utilized by the Terminal User.

38.2. The Operator may de-allocate all or part of a Terminal User's Allocated Capacity and offer such Service Capacity to other parties as in an Additional Capacity Allocation Procedure or as Spot Capacity if and to the extent that the Terminal User has failed to utilize the Allocated Capacity for a period of at least one (1) month. Failure to utilize the Allocated Capacity occurs when a Terminal User has a User's Inventory of less than 5 % of the respective Terminal User's Allocated Capacity and there is no utilization of other Services. The Operator shall notify the Terminal User of its intention to de-allocate Service Capacity at least one (1) week in advance and shall refrain from de-allocating the Service Capacity to the extent that the Terminal User provides a utilization forecast evidencing to the Operator's satisfaction that utilization of the Allocated Capacity will resume on short notice.

38.3. The Terminal User shall remain liable for any Service Fees related to the de-allocated Allocated Capacity as long as and to the extent that such capacity has not been allocated to another Terminal User or sold as Spot Capacity.

Chapter 10
Service interruptions and restrictions

Section 39 Service disruptions

39.1. The Operator shall have the right to refuse to take delivery, to reject a Vessel or Truck or to stop, interrupt or restrict all or part of the Services provided to an individual Terminal User in the following situations:

(a) if the Operator has reason to suspect that all or part of the delivered LNG constitutes Off-Spec LNG based on the loading documentation, a notification given by the Terminal User, measuring, testing, or sampling conducted by the Operator, or any other observations,

(b) if a Vessel or its crew do not comply with the requirements set out in Section 34.2 above or Operator instructions,

(c) if a Truck or its driver do not comply with the requirements set out in Section 35.3 above or Operator instructions, or

(d) if the Terminal User's Allocated Capacity for storage is reached during unloading, or

(e) if a Terminal User fails, or there is reason to expect that the Terminal User will fail, to complete the loading, unloading or Bunkering procedure within the allocated time slot, except to the extent that such failure is due to the Operator's failure to comply with its obligations under the Terminal Services Contract.

39.2. The Operator shall have the right to refuse to take delivery, to reject a Vessel or Truck or to stop, interrupt or restrict all or part of the Services or Terminal operations in the following situations:

(a) if and to the extent such is necessary in order to comply with an order or instruction issued by a Governmental Authority,

(b) if and to the extent such is necessary in order to comply with an instruction issued by the Port or otherwise due to limitations or disturbances in Port operations,

(c) if and to the extent such is necessary in order to comply with an instruction issued by a Grid Operator or otherwise due to limitations or disturbances in the Downstream Pipelines,

(d) if and to the extent necessary due to danger or hazards to people, property, Port or Terminal operations or the environment, and

(e) if and to the extent such is necessary for scheduled maintenance work with a duration of not more than twenty (20) Business Days and notified by the Operator to the Terminal User at least twenty (20) Business Days in advance.

39.3. The provision of Services may be interrupted in case of equipment or machinery failures in the Terminal, or in case of critical maintenance work that cannot be postponed without compromising the operability or safety of the Terminal.

39.4. In the cases set out in Section 39.1, the Terminal User shall be obliged to pay all relevant Service Fees regardless of the disruption in the Services.

39.5. In the cases set out in Section 39.2, a Terminal User that has contributed to the necessity of the disruption by failure to comply with its obligations under the Terminal Services Contract or applicable legislation, shall be obliged to pay its own Service Fees and compensate the Operator for any loss of Service Fees from other Terminal Users. The same applies in the cases set out in Section 39.3 for a Terminal User that has caused the equipment or machinery failure by failing to comply with Terminal Requirements or otherwise negligently.

39.6. In the cases set out in Section 39.1, 39.2, and 39.3:

(a) the Operator shall inform the affected Terminal Users as soon as reasonably practicable and use reasonable efforts to mitigate the effects of the disruption,

(b) the Terminal User shall be required to pay the Service Fees for the disrupted Services only to the extent specified in Section 39.4 and 39.5,

(c) to the extent that Service Fees are fixed fees, these shall be credited or refunded (i) for the Storage Service, pro rata in relation to the time of the

disruption, (ii) for other Services, for any calendar month in which the disruption lasted longer than an aggregate of 14 days,

(d) the Service Fees for Services that are not directly affected by the disruption shall remain unaffected, and

(e) the Operator shall not be liable for any damages or detriments incurred by a Terminal User or any other party as a consequence of the service disruption, except to the extent that the disruption was caused by the Operator's gross negligence or intentional misconduct.

39.7. The exercise or non-exercise of a right under Section 39.1 by the Operator shall be without prejudice to any other rights and remedies of the Operator and shall not relieve the Terminal User from any of its responsibilities or Liabilities.

Section 40 Force Majeure

40.1. Neither Party shall be liable for their failure to meet contractual obligations under the Terminal Services Contract to the extent that such failure is due to Force Majeure.

40.2. For the purposes of this Contract, "**Force Majeure**" means an external event occurring beyond the reasonable control of the Party claiming Force Majeure or its Affiliates, which such Party could not reasonably have avoided and which prevents, impedes or delays the ability of that Party to perform its obligations under the Contract in whole or in part, including, without limitation, the following:

(a) military operations, war (whether or not declared), insurrection, terrorism or foreign embargoes, riot, civil commotion, or civil disorder, including but not limited to conventional, irregular, hybrid warfare, cyber attacks, cyber war.

(b) fire, explosion, tempest, flood,

(c) accidental loss or damage to any part of the Terminal facilities, structures, equipment, machinery, or infrastructure belonging to or utilized by the Terminal except if caused by the act or omission of the Operator or any of its contractors,

(d) adverse weather conditions making it necessary to interrupt the provision of Services,

(e) Force Majeure of a Party's subcontractor or service provider,

(f) epidemic and/or pandemic, to the extent that this leads to material restrictions imposed by a Governmental Authority,

(g) local, regional, and national strikes, walkouts, lockouts, or similar industrial or labour actions or disputes,

(h) failures of the Port to provide or enable the services required for the User to access the Services under this Contract,

(i) failures or disruptions in the Network or disruptions caused by a Grid Operator,

(j) changes in or introduction of Governmental Rules, whether domestic or foreign, or the nationalization, confiscation, expropriation, compulsory acquisition, arrest or restraint of any assets by any Governmental Authority, or

(k) any Governmental Authority's unlawful or discriminatory delay, modification, revocation, withdrawal, cancellation, termination, denial, or refusal to issue, renew or re-issue or amend, any permit.

40.3. A Party invoking Force Majeure is, for as long as the invoked Force Majeure subsists, relieved from its duty to perform its obligations under the Terminal Services Contract and from any liability in damages or any other contractual remedy for breach of contract from the time at which the impediment or invoked event causes the failure to perform.

40.4. The Party invoking Force Majeure shall notify the other Party thereof without delay. Notification shall also be given as soon as the impediment or invoked event ceases to impede performance of the Party's contractual duties.

40.5. A Party invoking Force Majeure shall take all reasonable means to limit the effect upon performance of its contractual duties of the impediment or event invoked.

40.6. In the event, and to the extent the Operator is released from its obligations to provide Services due to Force Majeure, the User´s corresponding payment obligations shall also be released.

Section 41 Suspension of Services

41.1. Without prejudice to any other rights or remedies of the Operator, the Operator shall have the right to, at its own discretion, suspend all or part of the Services to the Terminal User if and as long as the Terminal User:

(a) neglects its payment obligations under the Contract,

(b) does not provide the Bank Guarantee or other security as agreed in the Terminal Services Contract, or

(c) is otherwise in material breach of the Contract.

41.2. Where the Operator suspends all or part of the Services pursuant to Section 41.1, the Operator shall have the right to withhold the release or redelivery of the User's Inventory and to refuse to give effect to any In-Tank Transfer concerning the User's Inventory. The Operator may exercise such right only to the extent reasonably necessary to secure the Operator's existing or reasonably foreseeable monetary claims against the Terminal User and until the relevant claims have been paid or otherwise satisfied.

Chapter 11
Fees and terms of payments

Section 42 Service Fees

42.1. For the provision of the Services, the Operator charges from the Terminal User the Service Fees in accordance with the Price List.

42.2. The Service Fees shall be payable also in the event and to the extent that the Terminal User fails, in whole or in part, to utilize the Allocated Capacity and such failure is not caused by the Operator's failure to perform. The Service Fees shall be increased by any reasonable and verifiable costs and expenses incurred by the Operator as a result of the Terminal User's failure to comply with the Terminal Requirements, unless such failure is excused by an event of Force Majeure.

42.3. The Service Fees do not include fees charged by the Port or any other third-party fees. The Operator may, but is not obliged to, advance such fees on behalf of a Terminal User, and the Terminal User shall compensate the Operator for any third-party fees the Operator may have incurred on behalf of the Terminal User.

42.4. All Service Fees set out in the Price List are exclusive of Value Added Tax, Excise Tax, Strategic Stockpile Fee, and any other Taxes and levies, all of which shall be added to the prices as applicable.

Section 43 Invoicing and payment

43.1. The Operator shall submit invoices concerning the Service Fees for the following Services monthly at the beginning of the month preceding the month in which the Services are rendered:

(a) fixed Service Fees for the Storage Service, with the monthly fee being the annual fixed Service Fees for the Allocated Capacity divided by twelve (12),

(b) for fixed capacity for the Truck Loading Service reserved for a Terminal User under 35.1.2(a), with the monthly fee being the Service Fee for one Slot multiplied by the number of slots (pcs) reserved, and

(c) for Allocated Capacity for Regasification Services, with the monthly fee being the Service Fee applicable to the Allocated Capacity for a single day, multiplied by the number of calendar days of the invoiced calendar month.

43.2. Where contractual penalties, increases or discounts to invoiced Service Fees, or other fee adjustments not included in the monthly fee as determined pursuant to Section 43.1 are due for such Services, the operator shall after the calendar month to which such amounts relate submit an additional invoice (or where applicable, a credit note) concerning said amounts.

43.3. All other Services shall be invoiced after each calendar month for the services provided in that month.

43.4. The amounts payable by the Terminal User shall be due and payable within twenty-one (21) days from the date of the invoice.

43.5. All payments due by either Party under the Contract shall be made in EUR to such bank account as the recipient shall notify.

43.6. The invoices concerning the Services stated in Section 43.1 must be paid before using the Service Capacities in question.

43.7. The Terminal User shall make any reclamations regarding an invoice in writing at the latest within seven (7) days of having received such invoice. Otherwise, the Terminal User shall be deemed to have accepted the invoice. A reclamation shall not release the Terminal User from any payment obligations.

43.8. Late payments shall be subject to annual default interest at a rate of eight (8) percent points above the reference interest rate published by the Bank of Finland in accordance with the Interest Act.

Section 44 No set-off

44.1. Neither Party shall have the right to set-off, combine, consolidate, or otherwise appropriate any payment obligations that such Party may have towards the other Party at any given time, against or on account of any obligations owed or allegedly owed by the other Party, except as expressly set forth in the Terminal Services Contract.

44.2. For the avoidance of doubt, Section 44.1 shall not restrict the Operator's right to set off receivables against proceeds from the sale of User's Inventory in accordance with Section 47.

Chapter 12
Term and termination

Section 45 Term

45.1. The Term of the Terminal Services Contract is the Target Service Year unless stated otherwise in the Terminal Services Contract.

45.2. Allocated Capacity expires at the end of the Term and shall not be automatically renewed. The Terminal User may participate in the Annual Capacity Allocation Procedure in order to procure Service Capacity for the subsequent Service Year.

Section 46 Termination

46.1. The Operator may terminate the Terminal Services Contract with immediate effect if:

(a) the provision of all or part of the Services becomes impossible or unreasonably burdensome for reasons beyond the control of the Operator and the matter has not been resolved within three (3) months,

(b) the Terminal User becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, or carries on business under a receiver, trustee or manager for the benefit of his creditors; and the continued fulfilment of the Terminal User's obligations under the Terminal Services Contract has not been secured by a sufficient collateral,

(c) the Terminal User neglects its payment obligations under the Terminal Services Contract,

(d) the Terminal User fails to provide and keep in force the Bank Guarantee as required by Section 27 or other security as agreed in the Terminal Services Contract, or

(e) the Terminal User is otherwise in material breach of the Terminal Services Contract such breach has not been cured in accordance with Section 46.3.

46.2. The Terminal User may terminate the Contract with immediate effect if:

(a) the Operator is unable to provide the Services as specified in the Contract for a continuous period of three (3) months or more, or

(b) the Operator is otherwise in material breach of the Terminal Services Contract and such breach has not been cured in accordance with Section 46.3.

46.3. Prior to terminating the Terminal Services Contract in accordance with 46.1(c) through 46.1(e) or in accordance with Section 46.2(b), the non-breaching Party (the

"**Non-breaching Party**") shall notify the Party in breach of the Contract (the "**Breaching Party**") in writing of such breach, giving sufficient details for the Breaching Party to identify and attempt to rectify the breach, and giving the Breaching Party a reasonable time of not less than ten (10) Business Days for rectifying the breach (the "**Breach Notice**"). If the rectification period passes without the breach having been remedied and evidence thereof having been provided to the Non-breaching Party, then the Non-breaching Party is entitled to terminate the Terminal Services Contract. No Breach Notice is required if the breach is of such nature that it cannot be cured, or if the Breaching Party has declared explicitly that it will not cure the breach.

46.4. If the Operator terminates the Terminal Services Contract due to a breach by the Terminal User, the Terminal User shall pay to the Operator a termination payment equal to the total Service Fees for the Allocated Capacity remaining until the end of the Term. The termination payment is due for payment within twenty-one (21) days after the Termination Date.

46.5. If the Terminal User terminates the Terminal Services Contract due to a breach by the Operator, the Operator shall return to the Terminal User payments for Allocated Capacity and other Services to the extent that the Terminal User has paid for the Service Capacity but has not used it because of the termination of the Terminal Services Contract. The payment has to be returned within twenty-one (21) days after the Termination Date.

Section 47 Removal of inventoried LNG

47.1. The Terminal User shall remove or transfer to another Terminal User the User's Inventory upon expiry of the period for which the Storage Service capacity was allocated or, in case of termination, at the latest by the Termination Date. Notwithstanding the aforesaid, the Operator shall not be obliged to release, redeliver or give effect to any In-Tank Transfer of the User's Inventory for as long as the Operator is entitled to withhold the User's Inventory in accordance with Section 41.2.

47.2. If the Terminal User fails to fulfil its obligation under Section 47.1 above, the Operator has the right to take all measures to clear the Terminal from the remaining User's Inventory. Such measures shall include, without limitation, the sale of the User's Inventory on behalf of and for the account of the Terminal User. The Operator may determine the method and channels used for the sale of User's Inventory at its own discretion, using reasonable commercial judgement. Any costs incurred by the Operator in order to sell the User's Inventory as well as an administration fee of fifteen per-cent (15%) shall be deducted from the proceeds. The Operator shall have the right to set-off against the remaining proceeds any open receivables against the Terminal User, including those under Section 47.3 below.

47.3. The Terminal User shall be fully responsible for all losses, damages, costs, Liabilities, and third party claims the Operator may incur due to the Terminal User's failure to duly remove inventoried LNG.

47.4. The provisions in this Section 47 shall apply mutatis mutandis in a situation in which the User's Inventory for any reason exceeds the Terminal User's Allocated Capacity.

Chapter 13
Liability

Section 48 Extent of liability

48.1. The Parties are liable towards each other for proper fulfilment of their obligations under and in accordance with the Terminal Rules and the Terminal Services Contract.

48.2. Each Party shall be liable for the activities of their contractors and subcontractors, as well as for the activities of any LNG Truck or Vessel personnel deployed to the Terminal for the purposes of provision of Services to the Terminal User, as for their own.

48.3. The Parties undertake to minimize the risk of damages to the Parties and third parties by taking all reasonable measures.

Section 49 Exclusions

49.1. The Operator shall not be liable for any damages caused by

(a) Force Majeure,

(b) the suspension of Services in accordance with Section 41 above.

49.2. The liability of the Operator in the situations defined in Section 39 are exhaustively stated in Section 39 and shall be the Terminal User's sole remedy in these situations.

Section 50 Limitations

50.1. Unless specifically provided in the Terminal Services Contract or the Terminal Rules, neither Party shall be liable for any indirect or consequential damage. Such indirect or consequential damage shall include, without limitation, loss of profit, loss caused to the business operations, loss of production, costs of transport or storage of goods, environmental damages, liabilities to third parties, or any other corresponding financial or economic loss.

50.2. The aggregate liability of the Operator under a Terminal Services Contract in any Service Year shall be limited to the aggregate Service Fees for the respective Service Year under the same Terminal Services Contract.

50.3. No damage shall be compensated under or in connection with this Contract, unless the Party asserting the claim has done so in writing within fourteen (14) days of becoming aware of any matter or circumstance giving rise to the claim. Such written claim shall be accompanied by all reasonably available relevant documentation specifying the nature of the breach, the basis for the claim and the amount claimed in respect thereof.

50.4. The limitations of liability set out in this Section 50 shall not apply to damages caused by wilful misconduct or gross negligence.

Section 51 Third-party liability

51.1. The Terminal User shall indemnify, defend and hold harmless the Operator against any and all Liabilities arising out of any claim or cause of action in respect of injury to or sickness, disease or death of any person or loss of or damage to any property of any third party arising out of or in connection with the Terminal Services Contract caused or contributed to by the negligence of the Terminal User or the Terminal User's personnel or subcontractors and shall, at its own cost and on the Operator's request, defend the Operator in any proceedings involving the same.

51.2. The indemnity by the Terminal User under Section 51.1 shall not apply to the extent that the said injury, sickness, disease, death, loss, or damage is caused by the negligence of the Operator.

51.3. The Operator shall notify the Terminal User of any claim that may become subject to the Terminal User's indemnity obligation under Section 51.1 without undue delay. The Operator may require the Terminal User to carry out the negotiations or assist in litigation in relation to the claim.

Section 52 Off-Spec LNG

52.1. If Off-Spec LNG is unloaded by or on behalf of the Terminal User at the Terminal, then the Terminal User shall:

(a) bear the financial responsibility for all reasonable costs and Liabilities incurred by Operator, acting as a Reasonable And Prudent Operator, in connection with receiving and treating of Off-Spec LNG by appropriate means, including mixing such Off-Spec LNG with lower calorific value gas, injecting nitrogen and/or burning Off-Spec LNG at the flare, and

(b) indemnify and hold harmless the Operator from any and all Liabilities, including the value of LNG lost or disposed of, damage to the Terminal, delay, or inability in unloading subsequent Vessels, and liability of the Operator for damages or losses incurred by other customers or third parties.

Section 53 Environmental issues

53.1. The Terminal User shall be responsible for the clean-up, remediation, mitigation and all other actions required by environmental Governmental Rules, in connection with any pollution, contamination, spill or release of hazardous materials or substances, or any threat thereof, to the extent such is associated with the Terminal User or any Vessel or Truck procured by the Terminal User and not caused by the Operator's failure to act as a Reasonable And Prudent Operator. If the Terminal User fails to adequately respond in a timely manner, the Operator may but shall not be obliged to respond to the matter at the sole cost and expense of Terminal User.

53.2. The Terminal User shall indemnify, defend, and hold the Operator harmless from and against all Liabilities or claims arising from or out of or in connection with the violation of any environmental Governmental Rules by the Terminal User or any Vessel or Truck procured by the Terminal User.

Chapter 14
Conduct of business

Section 54 Confidentiality

54.1. These Terminal Rules including its appendices are public documents.

54.2. The Parties shall treat any information received from the other Party in relation to the Terminal Services Contract or its implementation or in the context of a Capacity Allocation Procedure or in any negotiations between the Parties as strictly confidential and shall not disclose it to any third party without the prior written consent of the other Party.

54.3. The non-disclosure obligations pursuant to this Section 54 do not apply to information received by a Party to the extent that such information:

(a) is generally available from public sources or in the public domain,

(b) has been confirmed expressly by the disclosing Party as non-confidential or is evidently non-confidential on the basis of the circumstances of its disclosure or its content,

(c) is received at any time from any third party without that third party breaching a nondisclosure obligation to the other Party, or

(d) is shown either to have been developed independently by the receiving Party without reliance on the other Party's confidential information or to have been known to the receiving Party prior to its disclosure by the other Party.

54.4. The non-disclosure obligations pursuant to this Section 54 do not apply if and to the extent that:

(a) disclosure is made to professional advisers of a Party on the condition that such professional advisers are bound to confidentiality by their professional rules or undertake (also for the benefit of the other Parties) to comply with the non-disclosure obligations equivalent to those set out herein, or

(b) a Party is required to disclose information by requirements of any Governmental Rule or ruling or other similar process of any court, tribunal, arbitral tribunal, or governmental instrumentality or of any regulatory body having jurisdiction, provided that the obliged Party shall promptly notify the Party whose confidential information will be disclosed of such disclosure to the extent permitted under the applicable law or the competent authority's order.

Section 55 Sanctions

55.1. In connection with the Services or Ancillary Services, the Terminal User shall not violate, and shall ensure that it and its respective Affiliates, directors, officers, employees, and agents shall not violate or cause the Operator, an Affiliate thereof, or any third party to violate, any applicable Sanctions.

55.2. The Terminal User shall not, and undertakes that its respective Affiliates, and its and its respective Affiliates' directors, officers, employees, and agents shall not:

(a) deliver (or cause or allow a Vessel Operator or any third party to deliver) to the Terminal any goods ("**Sanctioned Goods**"):

(i) which originated in a Restricted Jurisdiction,

(ii) which have been exported to and re-exported from a Restricted Jurisdiction, or

(iii) which are controlled or owned by a Restricted Party,

(b) cause the Terminal or the Operator:

(i) to transport, receive, store, deliver, regasify or otherwise deal with any Sanctioned Goods, or

(ii) to be used by, on behalf of, or otherwise for the benefit of, a Restricted Party,

(c) do, or cause the Operator to do, any of the following in connection with the Services or Ancillary Services:

(i) fund all or part of any payment out of proceeds derived from business or transactions with a Restricted Party,

(ii) make payments or financial transfers to or through banks or financial institutions that are listed as Restricted Parties or that are owned or controlled by Restricted Parties, or

(iii) permit, require, authorize, or participate in any Restricted Transaction.

55.3. The Terminal User shall ensure that appropriate controls and safeguards are in place, including Sanctions screening systems, which are reasonable and proportionate with the aim of preventing any action being taken that would result in any breach of this Section 55.

55.4. Promptly upon request by the Operator, the Terminal User shall provide the Operator with comprehensive information and documentation concerning the ownership of any goods delivered or envisaged to be delivered to the Terminal, the Persons to which the goods were or are envisaged to be delivered, the Persons owning or operating any Vessels or vehicles used in the context of the Services, and their relevant Affiliates, all to the extent required in order to verify compliance with the provisions in this Section 55.

55.5. The Terminal User shall promptly notify the Operator in writing if it becomes aware of:

(a) any Sanctions-related claim, proceeding, formal notice or formal investigation concerning the Terminal User, any of its Affiliates, and/or any of its or its Affiliates' officers, directors, employees, or agents,

(b) it, its Affiliates, or its or its Affiliates' officers, directors, employees or agents becoming a Restricted Party, or

(c) any breach of this Section 55.

55.6. If the Terminal User delivers any Sanctioned Goods to the Terminal or otherwise breaches the provisions in this Section 55, the Terminal User shall be solely liable for such event even if the Operator fails to require documentation as set out in Section 55.4, and regardless of whether the Operator should have been aware of such breach, and in such case the Terminal User shall fully indemnify the Operator and hold the Operator harmless against any consequences of such breach that the Operator may suffer.

Section 56 Anti-bribery

56.1. Each Party warrants and represents to the other Party that neither it nor any person acting on its behalf and with its authorization, have, or will during the Term of the Terminal Services Contract, in violation of applicable law made any bribes, kickbacks or other payments, directly or indirectly, to any person or organization, or any representative thereof, to obtain favourable treatment in securing business or otherwise to obtain special concessions.