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2. DEFINITIONS AND UNITS

2.1 Definitions

90-day Schedule of Calls	Schedule of LNG deliveries to the Terminal valid for the consecutive period of 90 (ninety) days.
Failure, Emergency Situation	A situation causing: (i) loss of the operational capabilities of the Operational capabilities of the terminal, (ii) direct hazard to life, health, property, and the environment, (iii) a sudden necessity to counteract the above-mentioned hazards or the necessity to undertake steps to avoid such hazards and to remedy the effects caused by their occurrence, which would result in limitations of unloading of LNG, the process of storage of LNG, the provision of Regasification Services, the delivery of regasified LNG to the Exit Point, or the provision of Additional Services.
Gas Reference Price (GRP)	The weighted average price of fuel gas purchase by the TSO, published on the TSO's website and determined in accordance with the methodology specified in the TNC.
Operator's Price List	A set of developed by the Operator prices, rates of charges and the conditions of their application, other than the Tariff, used when their approval by the President of the ERO (Energy Regulatory Office) is not required by law or applicable to services provided by the Operator, for which there is no obligation to develop a Tariff, introduced as binding price list in settlements with the Terminal Users.
Report of Calculations	A document specifying the Unloaded Quantities of LNG and the LNG quality parameters, binding upon the Terminal User and the Operator.
Certificate of Loading	Relevant documents issued upon loading a Tanker, the content of which is specified in item 6.6.1.
Port Activities	Services (i) provided to the owner or shipowner, or operator of the Tanker, in particular related to the Tanker's berthing at the Port and in connection with the Tanker entering or leaving the Port, including pilotage, tugging, (ii) freight forwarding services - other than unloading or the qualitative and quantitative assessments of LNG.
Gas Day	The period from 06:00 AM on a given day to 06:00 AM on the next day.
Business Day	A day other than a non-business day within the meaning of the Statutory Holidays Act.
Commercial Settlement Report	A document prepared by the Terminal Operator containing a set of information on the Regasification Services and Additional Services provided by the Operator to the Terminal User during the Settlement Period.
Schedule of Calls	The Framework Schedule of Calls or 90-day Schedule of Calls.

Terminal Code	The Terminal Code issued by the Operator, constituting the regulations for the use of the Terminal by all the Terminal Users.
Marine Operations Manual	The manual specified in item 3.4.1.9.
TNC	The Transmission Network Code for the Transmission System, which is used by the Transmission System Operator (TSO).
LNG, Liquefied Natural Gas	Liquefied natural gas - a liquid product consisting mainly of methane, obtained from natural gas by cooling it to a temperature not higher than -159°C, with quality parameters as specified in the Terminal Code.
Freight	The quantity of LNG carried by a Tanker to be delivered to the Terminal.
Gas Month	The period from 06.00 AM on the first day of a given month (M) to 06.00 AM on the first day of the following month (M+1).
Minimum Regasification Capacity	The minimum hourly quantity of Fuel Gas in Normal Conditions to be collected at the Exit Point by the Terminal User.
Contracted Capacity	The maximum hourly quantity of Fuel Gas in Normal Conditions that can be collected by the Terminal User at the Exit Point.
Wharf	The wharf at the Outer Harbour in Świnoujście, where the LNG Tanker Unloading Station is located.
Nomination	A statement made by a Terminal User to the Operator regarding the quantity of Fuel Gas to be delivered to the Exit Point at a specified time.
Settlement Period	Unless otherwise stated in the Tariff or the Operator's Price List, 1 (one) Gas Month, for which settlements for Regasification Services and Additional Services will be made.
Operator	Gas Transmission Operator Gaz-System S.A. or another energy company dealing with unloading, Process Storage and regasification of LNG responsible for the operation of the Terminal.
Transmission System Operator (TSO)	Gas Transmission Operator Gaz-System S.A. with registered office in Warsaw, acting as an energy company dealing in the transmission of fuel gases, responsible for network traffic in the Transmission System, the obligations of which are specified in the Energy Law, designated as the Operator by the decision of the President of the ERO.
Fuel Gas	High-methane natural gas processed as a result of LNG regasification, with the quality parameters specified in the TNC.
Technical Parameters of Tankers	The capacity, length, width, draft, type of manifolds, technical parameters of unloading devices (including pumps with their efficiency) installed on the Tanker.

Obligated Entities	The entities specified in item 13.1.1, i.e. the Operator, the entity requesting the conclusion of a Regasification Contract and the Terminal User.
Port/Port of Landing	Water bodies and land together with the related port infrastructure, located within the administrative boundaries of the Port in Świnoujście, including the Unloading Station.
President of the ERO	The President of the Energy Regulatory Office.
Świnoujście LNG Terminal Availability Procedure 2020	The procedure for concluding the Regasification Contract in connection with the expansion of the Terminal within the confines of the Terminal Expansion Programme, as described in item 2.2 hereof.
Process Storage	Storage of Liquefied Natural Gas in a storage tank installed at the liquefied natural gas installation in the period from the Liquefied Natural Gas unloading to its collection from the installation after its reloading, loading or regasification.
Process Storage Programme	The schedule specifying the maximum and minimum quantity of LNG of the Unloaded Quantities of LNG that may be stored in the tanks of the Terminal for a specified period of time (Gas Days).
LNG reloading to Tank Trucks /LNG reloading to Road Tankers	One of the Additional Services provided by the Operator at the Terminal, including LNG loading to Road Tankers.
LNG Delivery Point	The place of LNG delivery from the Tanker to the Terminal, located on the connection flange between the manifold of the Tanker and the unloading arm of the Terminal.
Exit Point	The place of Fuel Gas delivery from the Terminal to the Transmission System, located at the first cut-off valves downstream the measurement station.
Exit Point _{RT}	The place of LNG delivery from the Terminal to Road Tankers.
Laytime	The period of 36 (thirty six) hours, which begins when the Tanker is moored to the Wharf (the "all fast" command), during which the Tanker unloading operation is carried out. In case of freights below 173,000 m ³ of LNG - the period of 32 (thirty-two) hours from the time the Tanker is moored to the Wharf (the "all fast" command), during which the Tanker unloading operation is carried out.
Time Frames of Calls	The period of 48 (forty-eight) hours, commencing with the beginning of the Gas Day (at 6:00 AM), during which a notice of readiness will be served, and the start and end dates of which are specified in the Framework Schedule of Calls or the 90-day Schedule of Calls.
Framework Schedule of Calls	The framework, annual schedule of LNG deliveries to the Terminal, defined on the terms specified in the Terminal Code and the Regasification Contract referred to in item 5.1.

Gas Year	The period from 06:00 AM on 1 January of the current year (R) to 06:00 AM on 1 January of the following year (R+1).
Distributed Contracted Capacity	An Additional Service that is not a stand-alone service, constituting an additional service to the Regasification Services, which includes additional regasification capacity, provided by the Operator in accordance with the provisions of the Terminal Code, the Tariff, the Regasification Contract or a Spot Order, which is referred to in the Tariff as the Additional Service of Provision of Distributed Contracted Capacity of the Liquefied Gas Installation.
Distributed Process Storage	An Additional Service that is not a stand-alone service, constituting an additional service to the Regasification Services, which includes additional Process Storage, provided by the Operator in accordance with the provisions of the Terminal Code, the Tariff, the Regasification Contract or a Spot Order, which is referred to in the Tariff as the Additional Service of Distributed Process Storage of Liquefied Natural Gas.
Force Majeure	An event or circumstance beyond the control of a given Party, which could not have been prevented by such a Party despite taking appropriate actions expected respectively from the Operator or the Terminal User taking into account the professional nature of their activities, in the result of which the affected Party is unable to perform one or more of its obligations under the Regasification Contract. In particular, Force Majeure should be understood as acts of God and natural disasters (e.g. hurricanes, fires, floods, earthquakes), events resulting from any acts of public authority, riots, strikes, social unrest, acts of terror, piracy or sabotage, acts of war (including civil war).
Average Regasification Capacity	The average hourly quantity of Fuel Gas in Normal Conditions that can be collected by the Terminal User at the Exit Point in accordance with the rules set out in the Terminal Code, determined for a given Gas Year or regasification period for spot services.
Surveyor/Expert	An entity selected by the Terminal User from the list published on the Operator's website, who will be responsible for verifying the quantity of LNG during the Tanker unloading, as well who will issue, inter alia, the reports on the quantity and quality of unloaded LNG.
Unloading Station	Located at the Wharf equipment and structures intended for unloading LNG from Tankers.
Party	The Terminal User or the Operator.
Parties	The Terminal User and the Operator jointly.
Transmission System	High pressure gas network, excluding upstream and direct gas pipelines, for the operation of which the TSO is responsible.
Tanker	A vessel intended for transport of LNG used to deliver LNG to the Terminal User and authorised by the Operator.

Confidential Business Information	The information specified in item 13.1.2.
Tariff	A set of developed by the Operator and approved by the President of the ERO prices, rates of charges and the conditions of their application, if such approval is required by law, which is introduced as binding in settlements with Terminal Users.
Terminal	The installation located in Świnoujście and used for reloading and regasification of LNG, together with installations for Process Storage, auxiliary installations and equipment for the provision of Additional Services.
Regasification Contract	A contract, the subject of which is the provision of Regasification Services or the provision of Regasification Services and Additional Services, concluded between the Terminal User and the Operator, the term also includes a long-term and short-term contract, a framework agreement, and a Spot Order.
Additional Services	Services provided by the Operator, including LNG reloading to Tank Trucks, Distributed Process Storage and Distributed Contracted Capacity, as specified in the Terminal Code, the Regasification Contract and the Tariff, as well as other services specified in item 8, which will be available after the expansion of the Terminal in the result of implementation of the Świnoujście LNG Terminal Availability Procedure 2020.
Regasification Services	Package services rendered by the Operator, including unloading LNG from a Tanker, Process Storage, regasification of LNG and delivery of Fuel Gas to the Exit Point.
The Statutory Holidays Act	The Statutory Holidays Act of 18 January 1951 (Journal of Laws of 2015, item 90, as amended).
The Energy Law Act	The Energy Law Act of 10 April 1997 (consolidated text: Journal of Laws of 2021, items 716, 868, 1093).
Terminal User	A natural or a legal person, as well as an organisational unit without legal personality, yet having legal capacity, which uses the Regasification Services or Regasification Services with Additional Services under a Regasification Contract concluded with the Operator.
Normal Conditions	Reference conditions adopted for settlement purposes: absolute pressure 101.325 kPa and temperature 273.15 K.
RT Request	The request specified in item 8.2.1.
DPS Request	The request specified in item 8.3.2.
DCC Request	The request specified in item 8.4.2.
Spot Request	The request specified in item 4.1.12.2.
Unloaded Quantities of LNG	The quantity of LNG unloaded from a Tanker, determined in accordance with the provisions of item 6.7 of the Terminal Code and the provisions of the Regasification Contract.

LCR	The LNG consumption rate (percentage) for the purpose of the process of regasification of the Unloaded Quantities of LNG, as published on the Operator's website.
Limitations Management	The activities performed by the Operator as part of the Regasification Services in order to ensure the optimal use of the Terminal Capacity, taking into account the integrity and safe operation of the installation.
Approved Nomination	A Nomination approved by the Operator in accordance with the procedure specified in the Terminal Code.
Terminal Capacity	Specified for the Terminal capacity, which may be offered by the Operator for the purpose of unloading, Process Storage and regasification of LNG and to provide Additional Services.
LNG Transport Set / Tank Truck / Road Tanker	A tractor/trailer suitable for road transport of LNG, including a tank trailer, a tank truck or an ISO-container tank.
Order	Spot Order, RT Order, DPS Order, DCC Order or orders for the provision of other Additional Services.
RT Order	A document of acceptance of an RT Request by the Operator.
DCC Order	A document of acceptance of a DCC Request by the Operator.
DPS Order	A document of acceptance of a DPS Request by the Operator.
Spot Order	A document confirming the allocation of spot services.

2.2 Units used

Volumes cubic metre (m³);

Temperatures degree Celsius, (°C), Kelvin (K);

Time hour (h);

Length metre (m), inch;

Energy watt-hour (Wh) and its derivatives (e.g.: kWh - kilowatt hour), British Thermal Unit (BTU) and its derivatives (e.g.: MMBTU - million BTU), joule (J) and its derivatives (e.g.: MJ - megajoule), kWh, in the case of providing figures in BTU, the conversion ratio 1 MMBTU = 293.071 kWh will be used;

Weigh gram (g) and its derivatives (e.g.: kg - kilogram, mg - milligram, µg - microgram);

Pressure Pascal (Pa) and its derivatives (e.g.: MPa - megapascal).

3. GENERAL PROVISIONS

3.1 Introduction

- 3.1.1 The Operator provides Regasification Services and Additional Services to the Terminal User under a Regasification Contract on the terms and conditions set out in the Terminal Code and the Tariff.
- 3.1.2 The subject of a Regasification Contract is exclusively the provision of Regasification Services or Additional Services. The Regasification Contract does not cover the provision of services in the Transmission System located outside the Exit Point from the Terminal or the provision of other services not covered by the Regasification Contract, in particular the Operator is not responsible for the proper operation of the Transmission System or for any Port Activities.
- 3.1.3 The Terminal Code define in particular:
 - 3.1.3.1 the rights and obligations of the Operator and the Terminal User,
 - 3.1.3.2 the conditions for provision of Regasification Services and Additional Services,
 - 3.1.3.3 the processes necessary for safe and effective provision of Regasification Services and Additional Services,
 - 3.1.3.4 the scope of the Operator's co-operation with the TSO and the entities involved in port activities and marine operations.
- 3.1.4 The Terminal Code is delivered to the Terminal Users upon the conclusion of a Regasification Contract, a framework agreement, and published on the Operator's website.
- 3.1.5 Under their Regasification Contracts with the Operator, the Terminal Users are obliged to comply with all the provisions of the Terminal Code.
- 3.1.6 The Terminal Code and supplementing documents are drawn up in the Polish language version.
- 3.1.7 The current version of the Terminal Code and earlier versions of the Terminal Code are published on the Operator's website.
- 3.1.8 The standards referred to in the Terminal Code should be understood as the standards explicitly referred to herein, or the ones that have replaced them.

3.2 The rights and obligations of the Operator

- 3.2.1 The Operator holds the permits and licences required by law for its business activity.
- 3.2.2 Applying objective and transparent rules ensuring equal treatment of all Terminal Users and taking into account the requirements of environmental protection, the Operator is responsible for:
 - 3.2.2.1 the security of the Terminal operation,
 - 3.2.2.2 the implementation of the Regasification Contracts concluded with the Terminal Users,
 - 3.2.2.3 the operation, maintenance and repairs of the Terminal in a way that guarantees its reliable operation,

- 3.2.2.4 the co-operation with the TSO, the energy companies and the entities involved in port activities and marine operations in order to ensure reliable and effective operation of the Terminal,
 - 3.2.2.5 the provision of the Terminal Capacity,
 - 3.2.2.6 the provision of Regasification Services and Additional Services,
 - 3.2.2.7 Terminal Limitations Management,
 - 3.2.2.8 the provision to the Terminal Users, the TSO, and interested entities of the information on the conditions for provision of Regasification Services and Additional Services.
- 3.2.3 The Operator shall provide the Regasification Services and Additional Services in a manner ensuring the integrity and proper functioning of the Terminal.
- 3.2.4 In case of an Emergency Situation, the Operator shall undertake the necessary steps to restore the proper operation of the Terminal.
- 3.2.5 The Operator shall publish on its website the information specified in the Regulation of the European Parliament and of the Council No. 715/2009 of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005. The Operator shall provide all the necessary information to the Agency for the Co-operation of Energy Regulators (ACER) and other competent authorities in accordance with applicable law, including the REMIT Regulation and the implementing acts to the REMIT Regulation.

3.3 The rights and obligations of the Terminal User

- 3.3.1 The Terminal User shall use the Regasification Services or Additional Services in accordance with the provisions of law, the Terminal Code and its Regasification Contract. The Terminal User is obliged to pay to the Operator the fees specified in the Tariff or the Operator's Price List, the Terminal Code and the Regasification Contract.
- 3.3.2 The Terminal User, as the customer of Regasification Services or Additional Services, is obliged to comply with the provisions of the Terminal Code and the Regasification Contract, and in particular to:
- 3.3.2.1 supply for unloading LNG with the quality parameters specified in item 6.5,
 - 3.3.2.2 submit appropriate Nominations in accordance with the Process Storage Programme and to collect Fuel Gas at the Exit Point in the quantities specified in the Approved Nominations,
 - 3.3.2.3 not to exceed the Contracted Capacity and to keep the Minimum Regasification Capacity,
 - 3.3.2.4 take into account in the submitted Schedules of Calls and Nominations the limitations introduced by the Operator in accordance with the provisions of the Terminal Code,
 - 3.3.2.5 immediately inform the Operator about any change of formal and legal conditions constituting the basis for the conclusion of the Regasification Contract that may be of significant importance for the Regasification Services being provided,
 - 3.3.2.6 assure the possibility of 24-hour contact with the Terminal User in the event of sudden events affecting the provision of Regasification Services or Additional Services,

- 3.3.2.7 immediately execute the instructions of the Operator's dispatching service, which may relate to the Tanker berthing at the Port, including at the Unloading Station, and its efficient or safe unloading,
- 3.3.2.8 ensure the execution of the instructions of the Operator's dispatching service by the Tanker captain or the entities collecting LNG and acting to the order or on behalf of the Terminal User.

3.4 Supplementary documents

- 3.4.1 The supplementary documents are:
 - 3.4.1.1 Regasification services request form,
 - 3.4.1.2 framework agreement conclusion request form,
 - 3.4.1.3 Regasification Contracts Templates,
 - 3.4.1.4 Spot Request Form,
 - 3.4.1.5 RT Request Form,
 - 3.4.1.6 Ship Authorisation Manual with appendices thereto,
 - 3.4.1.7 DPS Request Form,
 - 3.4.1.8 DCC Request Form,
 - 3.4.1.9 Marine Operations Manual with appendices thereto,
 - 3.4.1.10 Manual of Authorisation and LNG Loading to Road Tankers with appendices thereto.
- 3.4.2 Supplementary documents are published on the Operator's website. Supplementary documents do not constitute appendices to the Terminal Code or the Regasification Contract, and in particular do not constitute amendments to the Terminal Code.
- 3.4.3 The Operator shall notify the Terminal Users of amendments to the documents specified in items 3.4.1.6, 3.4.1.9 and 3.4.1.10 and send the amended documents to them.

4. GENERAL TERMS OF SERVICES PROVISION

4.1 The scope of services provided

- 4.1.1 The Operator provides Regasification Services and Additional Services.
- 4.1.2 Regasification services are provided to the extent resulting from the technical capabilities of the Terminal, the technical parameters of the equipment installed on the Tanker (in particular pumps) and in the Transmission System at the Exit Point.
- 4.1.3 The Regasification services are package services and consist of:
 - 4.1.3.1 unloading LNG from a Tanker to the Terminal's tanks,
 - 4.1.3.2 Process Storage of the Unloaded Quantity of LNG in the Terminal's tanks,
 - 4.1.3.3 LNG regasification,

- 4.1.3.4 delivery of Fuel Gas to the Exit Point.
- 4.1.4 As a part of LNG unloading, the Terminal User is provided with infrastructure enabling:
 - 4.1.4.1 calling at the Tanker Unloading Station within the agreed Time Frames of Calls;
 - 4.1.4.2 unloading of LNG with simultaneous use of three unloading arms with the diameter of 16 inches, and the capacity of 4,000 m³ of LNG/h each (after the expansion of the Terminal in the result of the implementation of the Świnoujście LNG Terminal Availability Procedure 2020 in accordance with the assumptions with another 2 Unloading Stations using additional two unloading arms with the diameter of 8 inches, and 1 BOG return arm with the diameter of 8 inches and the capacity of 1,000 m³ of LNG/h each, as well as an additional three unloading arms with the diameter of 16 inches, and 1 BOG return arm with the diameter of 16 inches and the capacity of 4,000 m³ LNG/h each);
 - 4.1.4.3 berthing of a Tanker at the Unloading Station for the time necessary to unload and leave the Unloading Station, commencing with the beginning of the Laytime, yet not longer than 42 (forty-two) hours, and in the case of Freights below 173,000 m³ of LNG - not longer than 38 hours.
- 4.1.5 As part of the Regasification Services, the Operator provides the possibility of Process Storage of the Unloaded Quantity of LNG for the time necessary for its regasification with Average Regasification Capacity and the provision of Additional Services. -If the period between the commencement of the Time Frames of Calls of a given Tanker and the commencement of the Time Frames of Calls of the next Tanker is longer than the period resulting from the allocated Average Regasification Capacity, then for the time resulting from the difference of these periods, commencing with the expiry of the period resulting from the Average Regasification Capacity, the Terminal User shall be entitled to Process Storage allowing during that time the provision of:
 - 4.1.5.1 Regasification Services with the Minimum Regasification Capacity;
 - 4.1.5.2 Additional Services, if the capacity for provision of such services has been allocated, in the quantities and scope specified in the Regasification Contract.
- 4.1.6 The Operator shall specify the Contracted Capacity, the Minimum Regasification Capacity and the Average Regasification Capacity for each Terminal User, taking into account the principles set out in item 7.1.
- 4.1.7 The Operator provides Regasification Services:
 - 4.1.7.1 of long-term nature to Terminal Users who provide at least such a number of LNG Freights in a given Gas Year that the Average Regasification Capacity throughout the entire Gas Year is at least 1,892,700 kWh/h. As part of the long-term Regasification Services, the Operator ensures continuous provision of ordered Regasification Services throughout the entire Gas Year, except for: (i) periods of planned works on the installation, as referred to in item 10, (ii) events of Force Majeure, (iii) Emergency Situations, or (iv) limitations introduced in accordance with the Terminal Code or the TNC;
 - 4.1.7.2 of spot type to Terminal Users who provide single or multiple deliveries, under which each Unloaded Quantity of LNG shall be regasified within the set regasification period. During the regasification period, the Operator ensures continuous provision of the ordered Regasification Services, except for: (i) periods of planned works on the installation, as referred to in item 10,

- (ii) events of Force Majeure, (iii) Emergency Situations, or (iv) limitations introduced in accordance with the Terminal Code or the TNC;
- 4.1.8 The basic period of provision of Regasification Services is the Gas Year. The parties to the Regasification Contract may specify a different regasification period. The settlement of Regasification Services and Additional Services shall be made in Settlement Periods.
- 4.1.9 Regasification Services or Additional Services are provided by the Operator under a Regasification Contract concluded with the Terminal User. The rules for the provision of services under a framework agreement are set out in item 4.6.
- 4.1.10 In order to ensure non-discriminatory treatment of all entities requesting the conclusion of Regasification Contracts, the Operator uses standard templates of Regasification Contracts, which are published on the Operator's website.
- 4.1.11 The Operator provides long-term services under long-term Regasification Contracts concluded for a fixed period of one year or longer.
- 4.1.12 The Operator provides spot services under:
- 4.1.12.1 a short-term Regasification Contract concluded for a period shorter than a year,
 - 4.1.12.2 a request for the allocation of spot services, i.e. Spot Request, and a document containing the confirmation of allocation of spot services, i.e. Spot Order, provided under the framework agreement.
 - 4.1.12.3 A Spot Request and a Spot Order under a long-term Regasification Contract.
- 4.1.13 Under a Regasification Contract concluded with the Operator, the Terminal User has the right to:
- 4.1.13.1 in case of using of long-term Regasification Services provided under long-term contracts concluded for a fixed period - the number of calls of tankers at the Wharf and unloading of a certain volume of LNG Freights specified in the contract in each Gas Year of the Regasification Contract, the Average Regasification Capacity determined for each Gas Year of the Regasification Contract and the Contracted Capacity;
 - 4.1.13.2 in case of using of spot services provided under short-term contracts - the number of calls of tankers at the Wharf and unloading of a certain volume of LNG Freights specified in the contract in individual regasification periods, the Average Regasification Capacity and the Contracted Capacity in individual regasification periods;
 - 4.1.13.3 in case of using of spot services provided based on a Spot Request and a Spot Order under a framework agreement or a long-term Regasification Contract - the number of calls of tankers at the Wharf with the Time Frames of Calls and unloading of a specified volume of LNG Freight, the Contracted Capacity and the Average Regasification Capacity in the regasification period.
- 4.1.14 Additional Services may be ordered only by Terminal Users who use Regasification Services. Additional Services include LNG reloading to Tank Trucks, Distributed Process Storage, Distributed Contracted Capacity, and other Additional Services specified in the Terminal Code or the Tariff, as well as, after the expansion of the Terminal as a result of the implementation of the Świnoujście LNG Terminal Availability Procedure 2020 according to the assumptions, other services specified in item 8.

- 4.1.15 The Operator provides Additional Services the periods specified in the Regasification Contract, except for: (i) periods of planned works on the installation, as referred to in item 10, (ii) events of Force Majeure, (iii) Emergency Situations, or (iv) limitations introduced in accordance with the Terminal Code or the TNC.
- 4.1.16 The detailed information on the provision of Additional Services is provided in the Terminal Code and the Regasification Contract.

4.2 Rights pertaining to LNG and transfer of risk

- 4.2.1 The Terminal User ensures that it has the right to dispose of the Freight and Gas, in particular to:
- 4.2.1.1 transfer LNG to the Operator for unloading, regasification and the provision of other services covered by the contract,
 - 4.2.1.2 resale of unloaded LNG or Fuel Gas to the Operator.
- 4.2.2 The Terminal User should have permits and consents of competent administrative authorities, including customs and tax authorities, to perform unloading and regasification operations, and in the absence of such permits or consents, the Terminal User will be liable to the Operator on the terms specified in the Regasification Contract.
- 4.2.3 The Parties agree that all the risk:
- 4.2.3.1 related to unloaded LNG is transferred to the Operator after LNG introduction to the LNG Delivery Point;
 - 4.2.3.2 related to Fuel Gas is transferred to the Terminal User after leaving the Terminal at the Exit Point;
 - 4.2.3.3 related to LNG reloaded to Tank Trucks is transferred to the Terminal User after LNG is introduced to the Road Tanker loading installation.

4.3 Procedure for concluding Regasification Contracts

- 4.3.1 The Terminal Capacity may be allocated under an Open Season procedure, on the terms set out in the regulations of this procedure. Terminal Capacity not allocated under the Open Season Procedure will be offered according to the rules described in items 4.3.4 to 4.7.
- 4.3.2 The procedure for concluding Regasification Contracts, as described below, is used to conclude long-term and short-term Regasification Contracts. The provisions of items 4.3, 4.4, 4.5 shall be used to conclude a framework agreement within the scope specified in item 4.6.
- 4.3.3 The following provisions of the Terminal Code do not apply to orders and allocation of the Terminal Capacity within the confines of the Świnoujście LNG Terminal Availability Procedure 2020: items 4.3.4, 4.3.5, 4.3.6, 4.4, 4.5, 4.6 and 4.7.
- 4.3.4 Formal and legal conditions
- 4.3.4.1 An entity applying for the provision of Regasification Services or Regasification Services and Additional Services submits to the Operator a Regasification Service request, using the applicable forms published on the Operator's website.
 - 4.3.4.2 The Regasification Services request should specify:
 - 4.3.4.2.1 the requesting party's details,

- 4.3.4.2.2 in case of long-term contracts concluded for a fixed period, the information concerning each Gas Year of the Regasification Contract, and in case of short-term contracts, the information concerning the entire period of the Regasification Contract regarding:
 - 4.3.4.2.2.1 the size and quantity of LNG Freights delivered to the Terminal in energy and volume units;
 - 4.3.4.2.2.2 the proposed schedule of calls of Tankers at the Unloading Station and Technical Parameters of the Tankers;
 - 4.3.4.2.2.3 the Contracted Power for the time of the contract;
 - 4.3.4.2.2.4 The Average Regasification Capacity;
 - 4.3.4.2.2.5 the LNG quality parameters (their source of origin);
 - 4.3.4.2.2.6 the appropriate request for the provision of Additional Services (RT Request, DPS Request, DCC Request or a request for the provision of other Additional Services), if the Terminal User applies for them.
- 4.3.4.3 The request should be accompanied by the documents specified in item 4.3.4.4 and the declaration concerning the selected form of financial security referred to in item 4.3.6.4.
- 4.3.4.4 The Regasification Services request should be accompanied by:
 - 4.3.4.4.1 the current excerpt from the business activity register or the relevant register confirming the legal personality or the legal capacity of the requesting party,
 - 4.3.4.4.2 a power of attorney or other documents confirming the right of the persons representing the entity to incur obligations on its behalf,
 - 4.3.4.4.3 a document confirming assigning of a VAT No. for the purposes of the settlements of value added tax for entities based in the territory of the European Union Member States,
 - 4.3.4.4.4 a certificate of assigning of a statistical number (REGON) to entities based in the territory of the Republic of Poland,
 - 4.3.4.4.5 the agreement with the TSO concluded by the entity applying for the provision of Regasification Services or an entity acting on its behalf, confirming the TSO's obligation to collect Fuel Gas from the Terminal at the Exit Point with specified Contracted Capacity;
 - 4.3.4.4.6 the declaration concerning assigned CEREMP and EIC codes.
- 4.3.4.5 The documents referred to in item 4.3.4.4 should be provided as originals, copies prepared by a public notary or photocopies certified as true copies of the originals by a legal counsel or an attorney.
- 4.3.4.6 Complete regasification services requests can be submitted within the following deadlines:

- 4.3.4.6.1 in case of requests for the conclusion of long-term contracts, not earlier than 4 years before the expected date of the commencement of provision of Regasification Services and not later than by 31 July of the Gas Year preceding the Gas Year of the commencement of provision of the Regasification Service;
 - 4.3.4.6.2 in case of requests for the conclusion of short-term contracts, at any time, but not earlier than on 31 July of the Gas Year preceding the Gas Year of the commencement of provision of the Regasification Services and not later than 1 (one) month before the commencement of provision of the Regasification Services;
 - 4.3.4.6.3 in case of an requests for the conclusion of a framework agreement, at any time.
- 4.3.4.7 A regasification services request received earlier than indicated in item 4.3.4.6.1 - in case of long-term contracts, or item 4.3.4.6.2 - in case of short-term contracts, will not be considered, whereas a request received later will be considered after the consideration of all regasification services requests submitted in accordance with item 4.3.4.6.
- 4.3.5 Technical Conditions
- 4.3.5.1 The Regasification Contract will be concluded if:
 - 4.3.5.1.1 there is uncontracted Terminal Capacity enabling the provision of Regasification Services or Additional Services within the scope specified in the regasification service request, provided that the conditions for the provision of Regasification Services or Additional Services in the Regasification Contracts concluded earlier enable the allocation of the uncontracted Terminal Capacity,
 - 4.3.5.1.2 the quality parameters of the Freights specified in the request are consistent with item 6.5 and do not cause a change of the quality of the Fuel Gas delivered to Terminal Users at the Exit Point in a manner inconsistent with the parameters specified in the TNC,
 - 4.3.5.1.3 there are no other circumstances causing a reduction in the reliability of supply, the quality or technical parameters of the Fuel Gas delivered to Terminal Users at the Exit Point below the ones specified in the TNC,
 - 4.3.5.1.4 the conclusion of the contract does not prevent the Operator from fulfilling already concluded contracts, its obligations in the sphere of protection of the interests of its customers or environmental protection.
- 4.3.6 Financial credibility
- 4.3.6.1 Subject to the provisions of item 4.3.6.2, before the conclusion of the Regasification Contract with the Operator, an entity applying for the provision of the Regasification Service or the Additional Service is obliged to submit a financial security in the amount specified in item 4.3.6.3 and in the form described in item 4.3.6.4.
 - 4.3.6.2 If the Regasification Contract is concluded under an Open Season procedure, the conditions for provision and maintaining financial security are set out in accordance with the terms specified in the Terminal availability procedure.

- 4.3.6.3 The amount of the security provided by the entity applying for or using the Regasification Service will be equal to the average monthly value of the entity's financial liabilities towards the Operator in a given Gas Year due to the provision of the Regasification Service, which will be determined based on the Regasification Contract or Framework Schedule of Calls and the allocated Contracted Capacity.
- 4.3.6.4 The security referred to in item 4.3.6.3 may be submitted in the following forms:
- 4.3.6.4.1 a cash deposit made to a bank account indicated by the Operator, returnable after the completion of the Regasification Service together with bank interest in the amount determined for this account for the deposit period, minus the costs of maintaining the account and the costs of a bank transfer,
- 4.3.6.4.2 irrevocable and unconditional bank or insurance guarantee, payable at the first request of the Operator, issued by financial institutions with a financial rating not lower than BBB-, Baa3, BBB- or equivalent respectively by Moody's, Standard and Poor's or Fitch, and approved by the Operator,
- 4.3.6.4.3 a promissory note with a declaration on submission to enforcement executed as a notarial deed, including the obligation to pay a sum of money up to the amount specified therein under Article 777 of the Code of Civil Procedure – the form of security available only to entities meeting the following criteria:
- 4.3.6.4.3.1 are based in the territory of a European Union Member State or a Member State of the European Free Trade Association (EFTA) being a party to the agreement on the European Economic Area (EEA);
- 4.3.6.4.3.2 for the last four years, they have been using the Regasification Services uninterruptedly and have made timely payments of their liabilities towards the Operator.
- 4.3.6.4.4 other irrevocable, unconditional and payable at first request form of financial security accepted by the Operator.
- 4.3.6.5 Within the limits specified in item 4.3.6.3, the Operator or the Terminal User has the right to demand the security to be adjusted during the term of the Regasification Contract, if the amount of the Terminal User's liabilities towards the Operator determined based on issued invoices is higher or lower by more than 10% than the value of the established financial security.
- 4.3.6.6 The Terminal User shall submit to the Operator appropriate financial security in the event of loss of the financial rating by the institution granting the bank or insurance guarantee referred to in item 4.3.6.4.2 or upon the expiry of the financial security referred to in item 4.3.6.4. If the Terminal User has financial security in the form of a promissory note along with a declaration on submission to enforcement executed as a notarial deed, and ceases to meet the condition set out in item 4.3.6.4.3.1 or 4.3.6.4.3.2, then within ten (10) Business Days from the date, on which the Terminal User ceased to meet the above-mentioned conditions, the Terminal User shall submit financial security in the appropriate form to the Operator.
- 4.3.6.7 If the Terminal User makes timely payments for the services provided by the Operator, the amount of its financial security referred to in items 4.3.6.3 and 4.3.6.5, will be reduced every year from the date of the first payment by 25%

of the value specified in item 4.3.6.3. The lowest level, to which the amount of the financial security may be reduced, is 25% of the value determined in accordance with item 4.3.6.3.

- 4.3.6.8 If the Terminal User is late with the payments for the services provided by the Operator, the amount of the financial security referred to in items 4.3.6.3 and 4.3.6.5 will be increased by 25% of the value specified in item 4.3.6.3. However, the maximum amount of the financial security may not exceed the value specified in accordance with item 4.3.6.3.

4.4 Consideration of a regasification services request

4.4.1 The Operator shall consider the request submitted by the requesting party taking into account:

- 4.4.1.1 already existing Regasification Contracts,

- 4.4.1.2 already accepted complete regasification services requests.

4.4.2 The order in which the requests are considered is determined by the date of submission of a complete request that has successfully passed the formal and legal verification process. In case of requests submitted on the same day, the order in which they are considered will be determined by the order of receipt by the Operator's office or the order of registration in an IT system, if such is implemented.

4.4.3 Formal and legal verification of the request and verification of the requesting party's financial credibility.

- 4.4.3.1 Based on the information provided in the request and the documents attached to it, the Operator shall perform formal and legal verification of the regasification services request in terms of its compliance with the requirements specified in item 4.3.4, as well as financial verification in the scope specified in item 4.3.6.

- 4.4.3.2 In the event of failure to submit the documents referred to in item 4.3.4 or the security referred to in item 4.3.6.4, or if the submitted documents or security do not meet the specified requirements, or if there are errors or omissions in the submitted request form, the Operator, not later than (five) 5 Business Days from the date of receipt of the request, will call the requesting party to submit a correctly completed request or a supplement the request with relevant documents and information within twenty one (21) days from the date of the delivery of the call,

- 4.4.3.3 If the requesting party does not submit the supplemented request within the time limit specified in item 4.4.3.2, the request will be rejected.

4.4.4 After positive formal and legal verification, the request will be subjected to technical analysis.

4.4.5 Technical analysis of a request

- 4.4.5.1 During the technical analysis, the Operator assesses whether the technical conditions specified in item 4.3.5 are met. If the technical analysis shows that:

- 4.4.5.1.1 there are technical capabilities to provide the requested Regasification Services or Additional Services - the requesting party will be notified about it in accordance with item 4.4.6,

4.4.5.1.2 there are no technical capabilities, including there is not free technical capacity of the Terminal, the requesting party will receive the information about the inability to provide the Regasification Service or Additional Services, in accordance with item 4.4.6.

4.4.6 The Operator may refuse to conclude a Regasification Contract in cases where the technical conditions specified in item 4.3.5 are not met, if there are premises specified by law, including by the Energy Law Act, in particular if the conclusion of a contract would affect the Operator's compliance with the obligations with regard to the protection of the interests of customers and environmental protection, and also if the User refuses to accept the Terminal Code. Not later than (seven) 7 Business Days from the date of receipt of a legally correct request, the Operator informs the requesting party about the result of the request consideration.

4.4.7 In the event of rejection of the request or refusal to conclude the Regasification Contract, the Operator shall immediately notify the interested entity and the President of the ERO in writing, stating the grounds for the refusal.

4.5 Conclusion of a Regasification Contract

4.5.1 If the request is approved, along with the information referred to in item 4.4.6, the Operator will send to the requesting party with a confirmation of receipt a draft version of the Regasification Contract prepared based on the currently applicable template.

4.5.2 Within no more than 15 (fifteen) days from the date of delivery of the draft contract, the requesting party will send signed draft contract to the Operator with a confirmation of receipt.

4.5.3 The Operator will send signed Regasification Contract to the requesting party with a confirmation of receipt within 15 (fifteen) Business Days from the date of delivery of the contract signed by the requesting party.

4.5.4 If the requesting party fails to submit signed draft contract within the time limit specified in item 4.5.2, the Operator may reject the Regasification Service request. The requesting party will be immediately notified by the Operator of the rejection of its request.

4.5.5 If the rejected request had impact on the consideration of other Regasification Services requests, the Operator will analyse them again in accordance with the provisions of item 4.4.

4.5.6 After the conclusion of the Regasification Contract, the requesting party obtains the status of a Terminal User.

4.5.7 Signing of the Regasification Contract by the requesting party means the acceptance of all terms and conditions of the contract and all provisions of the Terminal Code.

4.5.8 The orders are parts of the Regasification Contract and constitute appendices to the Regasification Contract.

4.6 Framework agreement

4.6.1 Spot services may be provided under a framework agreement.

4.6.2 An entity applying for the conclusion of a framework agreement submits to the Operator a request of conclusion of a framework agreement, using the applicable form published on the Operator's website. The request should be accompanied by the documents

specified in item 4.3.4.4, with the exception of item 4.3.4.4.5, in the form specified in item 4.3.4.5.

- 4.6.3 Prior to the conclusion of the agreement with the Operator, an entity applying for the provision of the Regasification Service on under a framework agreement is required to submit a financial security in the form described in items 4.3.6.4.1 - 4.3.6.4.2, in the amount equal to the price of the spot type Regasification Service for one Freight of 990 GWh of LNG with a fixed Contracted Capacity over the period of 30 days. The provisions of item 4.3.6.4, with the exception of item 4.3.6.4.3 and item 4.3.6.6 shall apply accordingly.
- 4.6.4 The request for the conclusion of a framework agreement shall be considered in accordance with the applicable provisions of items 4.4.3, 4.4.6 and 4.5.
- 4.6.5 Under the framework agreement, bi Terminal Capacity is assigned to the Terminal User, and in particular no possibility of calling at the Unloading Station is granted to the Terminal User nor Contracted Capacity or the right to use Regasification Services or Additional Services.
- 4.6.6 Under the framework agreement, the Terminal User may apply for the right to use spot Regasification Services and Additional Services on the terms set out in item 4.7.
- 4.6.7 Subject to item 4.7.9, from the moment the Spot Order is placed, its provisions together with the framework agreement constitute a Regasification Contract. All provisions of the Terminal Code and Tariff concerning the rights and obligations of the Terminal User and the Operator, as well as Regasification Contracts, except for the provisions of item 4.3, shall apply unless otherwise stated above.

4.7 Detailed rules for the submission of Spot Requests and granting of Spot Orders

- 4.7.1 After the Operator sets the Framework Schedules of Calls for long-term services and taking into account short-term contracts, the Operator will provide the uncontracted Terminal Capacity for the purpose of the provision of spot services.
- 4.7.2 A Terminal User who has a concluded framework agreement or long-term agreement may submit a request for allocation to the Terminal User of capacity for spot Regasification Services and Additional Services (if the Terminal User requests them) by submitting to the Operator a Spot Request for spot services made available in accordance with item 4.7.1.
- 4.7.3 The Spot Request should be submitted using the applicable form published on the Operator's website, providing:
 - 4.7.3.1 the information referred to in item 5.2.1; the provisions of item 5.2.2. shall apply accordingly;
 - 4.7.3.2 the Contracted Capacity and Average Regasification Capacity in the regasification period;
 - 4.7.3.3 the requested regasification period;
 - 4.7.3.4 the requested demand for Additional Services (if the Terminal User requests them);
 - 4.7.3.5 attaching the documents specified in item 4.3.4.4.5, unless documents confirming the Terminal User's or its contractor's right to use the Gas Transmission service through the Transmission System with the required Contracted Capacity have been already submitted.

- 4.7.4 The Operator will accept the Spot Request if there are technical capabilities of provision of the requested Regasification Service and the Tanker intended to make the delivery has been authorised in accordance with item 6.1.
- 4.7.5 The Operator considers Spot Requests taking into account:
- 4.7.5.1 previously submitted regasification services requests;
 - 4.7.5.2 the order of receipt of formally, legally and technically complete Spot Requests;
 - 4.7.5.3 unused Contracted Capacity, to which the Terminal User is entitled.
- 4.7.6 The Operator will reject the Spot Request if the documents required in accordance with the provisions of item 4.7.3 or the conditions set out in item 4.3.5.1, which apply accordingly, are not met. Rejecting a Spot Request, the Operator will provide the Terminal User with the justification of its decision.
- 4.7.7 The Operator shall notify the Terminal User of the acceptance or rejection of its Spot Request immediately, but not later than within 3 Business Days of its receipt, provided that the Tanker intended to make the delivery has been authorised or it is possible to authorise it within 2 Business Days. If the authorisation requires more time, the Operator will inform the Terminal User about the necessary actions and the time needed to perform them.
- 4.7.8 In the Spot Order, the Operator will:
- 4.7.8.1 set the Time Frames of Calls of the Tankers at the Wharf,
 - 4.7.8.2 determine the total time of Tanker unloading, not longer than the Laytime,
 - 4.7.8.3 confirm the Tanker identification data and that the authorisation has been granted, if it is required in accordance with the provisions of item 6.1,
 - 4.7.8.4 determine the volumes of individual Freights,
 - 4.7.8.5 inform about the possibility of accepting for regasification of a LNG Freight with specific LNG quality parameters,
 - 4.7.8.6 set the regasification period,
 - 4.7.8.7 set the Contracted Capacity, Average Regasification Capacity and Minimum Regasification Capacity,
 - 4.7.8.8 assign Additional Services (if the Terminal User requests them);
 - 4.7.8.9 establish other details necessary for the provision of the service.
- 4.7.9 If the Terminal User does not raise any objections to the content of the Spot Order, the Parties shall become bound by the content of the Spot Order within 2 Business Days of its receipt. The spot service shall be provided in accordance with the provisions of the Spot Order and the provisions of the framework agreement, short-term agreement or long-term agreement, unless the provisions of the framework agreement, short-term agreement or long-term agreement are inconsistent with the contents of the Spot Order.
- 4.7.10 Spot Requests shall be processed in the order of their receipt.
- 4.7.11 The provisions of items 4.4.6, 4.4.7 and 7.1 shall apply accordingly.

- 4.7.12 The Spot Request and the Spot Order shall be submitted in the manner specified in the framework agreement, short-term agreement or long-term agreement to the addresses specified therein.

5. SCHEDULE OF CALLS

5.1 Framework Schedule of Calls

- 5.1.1 In short-term contracts, the Framework Schedule of Calls is established for the months in which the spot Regasification Service will be provided, indicating the information specified in item 5.1.6.
- 5.1.2 By 15 July of each Gas Year, a Terminal User using long-term services will send to the Operator a draft Framework Schedule of Calls for the next Gas Year containing:
- 5.1.2.1 the estimated amount of LNG in kWh (and additionally in m³) for individual deliveries;
 - 5.1.2.2 the proposed dates of the Time Frames of Calls;
 - 5.1.2.3 the amount of LNG in kWh (and additionally in m³) to be delivered to the Terminal in the next Gas Year;
 - 5.1.2.4 the anticipated demand for the provision of Additional Services.
- 5.1.3 The volumes of the Freights and the frequency of the calls of Tankers should be determined so that each Freight can be regasified and transferred to the Exit Point before the commencement of unloading of next Tanker, subject to items 5.1.10, and that the Contracted Capacity is not exceeded or the Minimum Regasification Capacity is met. If there are technical capabilities, and if it is possible, taking into consideration the safe operation of the Terminal, the Operator may allow earlier or later unloading of a Tanker of a given Terminal User in relation to the condition specified in the preceding sentence.
- 5.1.4 The Terminal User should take into account in the draft Framework Schedule of Calls the planned works on the installation, as specified by the Operator in accordance with item 10. For this purpose, the Operator undertakes to provide to the Terminal User by June 20 of each Gas Year the information on the dates of planned works on the installation in next Gas Year, seeking to ensure that the dates of works planned by the Operator take into account the dates specified by the TSO.
- 5.1.5 The Operator shall establish the Framework Schedule of Calls for each Terminal User based on the draft Framework Schedule of Calls proposed by such Terminal User, according to the following rules and procedures:
- 5.1.5.1 By 25 July of each Gas Year, the Operator will send to the Terminal User the information on the quantity of LNG adopted for such Terminal User for the next Gas Year, and will indicate all Time Frames of Calls available in the next Gas Year. Non-submission of this information shall constitute the approval of the Terminal User's proposal in the scope of the proposed quantity of LNG for the next Gas Year.
 - 5.1.5.2 Between 15 and 30 September of each Gas Year, a consultation meeting between the Terminal Users and the Operator will be held to agree on the Framework Schedules of Calls for the next Gas Year.

- 5.1.5.3 By 5 October, the Operator will provide to the Terminal User the information on the Framework Schedule of Calls proposed for such Terminal User for the next Gas Year.
- 5.1.5.4 If it is not possible to take into account the proposed Framework Schedules of Calls of all Terminal Users, the Operator will establish Framework Schedules of Calls, giving priority to the proposals of Framework Schedules of Calls of the Terminal Users, whose Regasification Contracts generate a larger, discounted with the average cost of the Operator's capital value of revenues, taking into account the size and duration of the contracts and Contracted Capacities.
- 5.1.6 By 20 November of each Gas Year, the Terminal User will send to the Operator the draft Framework Schedule of Calls for the next Gas Year agreed with and approved by the LNG supplier, containing:
 - 5.1.6.1 the amount of LNG in kWh (and additionally in m³) for individual deliveries;
 - 5.1.6.2 the estimated dates of calls of the Tankers at the Port of Landing;
 - 5.1.6.3 the proposed dates of the Time Frames of Calls;
 - 5.1.6.4 the amount of LNG in kWh (and additionally in m³) to be delivered to the Terminal in the next Gas Year;
 - 5.1.6.5 the anticipated demand for the provision of Additional Services.
- 5.1.7 By 30 November of each Gas Year, the Operator will provide to the Terminal Users the information about the final Framework Schedules of Calls established for them. Provided that the condition set out in item 5.1.5.4 and the proposed Framework Schedule of Calls for the Terminal User will be consistent with the Agreement and the Terminal Code, the Operator will confirm to the Terminal User the Framework Schedule of Calls submitted in accordance with item 5.1.6.
- 5.1.8 In the Framework Schedule of Calls, referred to in item 5.1.7, the Operator will:
 - 5.1.8.1 set the number of Tankers calls at the Wharf;
 - 5.1.8.2 set the Time Frames of Calls;
 - 5.1.8.3 confirm the size of the Freights delivered to the Terminal in energy units (kWh) and volume units (m³ of LNG).
- 5.1.9 The Operator may reject the draft Framework Schedule of Calls due to its non-compliance with the Terminal Code or the Regasification Contract. The Operator will give the reasons for its rejection.
- 5.1.10 Without prejudice to the provisions of the second sentence of item 5.1.3, the lengths of the periods between the beginning of the Time Frames of subsequent Calls, as planned in the Framework Schedules of Calls of Tankers, depend on the possibility of regasification of the Freights of these Tankers, taking into account the Average Regasification Capacity for each Freight, reduced by the LCR, i.e. so that for each individual Freight indicated in the Framework Schedules of Calls there is a conjunction of the following conditions:
 - 5.1.10.1 for the Tanker Freight (reduced by LCR), the time necessary to perform Regasification Services, taking into account the Average Regasification Capacity, rounded up to full days, is not longer than one day from the period between the beginning of the Time Frames of Calls of a given Tanker and the next Tanker planned in the Framework Schedules of Calls;

- 5.1.10.2 for the Tanker Freight (reduced by LCR), the time necessary to perform the Regasification Service, taking into account the Contracted Capacity, rounded up to full days, is not longer than the period between the beginning of the Time Frames of Calls of a given Tanker and the next Tanker planned in the Framework Schedules of Calls.
- 5.1.11 If there is a non-compliance of the draft Framework Schedule of Calls with the provisions of the Terminal Code or the Regasification Contract, which will be the basis for its rejection, the Terminal User will be obliged to pay the fees resulting from the Tariff or the Operator's Price List and incur additional costs resulting, in particular, from the failure to meet the Minimum Regasification Capacity.
- 5.1.12 The Framework Schedule of Calls determined in the manner described above will be binding upon the Parties and may be changed only with the consent of the Operator and the Terminal User as part of the 90-day Schedules of Calls.
- 5.1.13 After establishing the Framework Schedules of Calls for all Terminal Users for the next Gas Year, the Operator will publish on its website the information about the available Time Frames of Calls for the next Gas Year, and - on an ongoing basis - on the Time Frames of Calls available for that Gas Year.
- 5.1.14 The provisions of item 5.3 of the Terminal Code shall apply to Framework Schedules of Calls.

5.2 90-day Schedules of Calls

- 5.2.1 By the 5th day of each Gas Month, the Terminal User who uses the long-term Regasification Service or with whom a short-term contract has been concluded shall send to the Operator a proposal of the 90-day Schedule of Calls. The proposed 90-day Schedule of Calls will contain the following information:
- 5.2.1.1 the names of the Tankers and the information which of them will exercise the rights specified in item 6.2.9, second sentence;
 - 5.2.1.2 the estimated date of departure of the Tankers from the port of lading, if the Terminal User has this information,
 - 5.2.1.3 the estimated dates of calls of the Tankers at the Port of Landing;
 - 5.2.1.4 Time Frames of Calls;
 - 5.2.1.5 the amount of LNG in kWh (and additionally in m³) for individual deliveries;
- 5.2.2 The volumes of the Freights and the frequency of the calls of Tankers specified in the proposal of the 90-day Schedule of Calls should be determined so that each Freight can be regasified and transferred to the Exit Point before the commencement of unloading of next Tanker, subject to items 5.1.10, and that the Contracted Capacity is not exceeded or the Minimum Regasification Capacity is met. If there are technical capabilities, and if it is possible, taking into consideration the safe operation of the Terminal, the Operator may allow earlier or later unloading of a Tanker of a given Terminal User in relation to the condition specified in the preceding sentence.
- 5.2.3 The Operator shall establish a 90-day Schedule of Calls for each User based on the proposed 90-day Schedule of Calls prepared by such Terminal User. If it is not possible to take into account the proposed 90-day Schedules of Calls of all Terminal Users, the Operator will establish 90-day Schedules of Calls, giving priority to the proposals of 90-day Schedules of Calls of the Terminal Users, whose draft 90-day Schedules of Calls are consistent with the Framework Schedule of Calls. In other cases, when the 90-day Schedules of Calls are inconsistent with the Framework Schedule of Calls, priority will be given to the 90-day Schedules of Calls of the Terminal Users who, based on their

valid Regasification Contracts, generate a larger, discounted with the average cost of the Operator's capital value of revenues, taking into account the size and duration of the contracts and Contracted Capacities.

- 5.2.4 By the 12th day of each Gas Month, the Operator will approve or reject the 90-day Schedule of Calls. If the Operator approves the 90-day Schedule of Calls, it will be valid for the next ninety (90) days from the first day of the Gas Month following the Gas Month, in which it was delivered to the Operator. In the event of rejection, the previous 90-day Schedule of Calls approved by the Operator or the Framework Schedule of Calls, approved by the Operator, will apply in sequence.
- 5.2.5 The 90-day Schedules of Calls may be modified at any time, which means that the Terminal User may send an update of the 90-day Schedules of Calls containing the information specified in items 5.2.1.1 - 5.2.1.5 four times a month, but not later than 7 days before the date of the Time Frames of Calls of the Tanker, to which the modification relates (unless the Operator agrees to a later update or a larger number of updates in a given month within the confines of current operational arrangements made via exchange of electronic correspondence), and the Operator may give or refuse its consent to the modification of the 90-day Schedules of Calls proposed in the update within 3 Business Days, depending on the technical capabilities of such modifications and the possibility of appropriate adjustment of the Process Storage Programme. The above does shall not constitute a breach of the obligations set out in item items 5.2.1 and 5.2.4. The Operator's failure to give its consent within the above-mentioned period shall be equivalent to its refusal to give such consent. The update of the 90-day Schedule of Calls should be made in accordance with the provisions of item 5.2.2. The change of the name of the Tanker and the estimated date of call in the Time Frames of Calls does not constitute an update of the 90-day Schedule of Calls and can be made by the Terminal User more frequently than 4 times in month.
- 5.2.6 The provisions of item 5.3 of the Terminal Code shall apply to 90-day Schedules of Calls. The provisions of items 5.1.8, 5.1.9, 5.1.10 and 5.1.11 shall apply accordingly.

5.3 Additional Rules applicable to Schedules of Calls

- 5.3.1 The following rules also apply to the Framework Schedules of Calls and 90-day Schedules of Calls.
- 5.3.2 If, in the result of a planned change of the Schedules of Calls, the conditions referred to in item 5.1.10 or in item 7.10.1 are not met, then together with the update of the Schedules of Calls, the Terminal User may submit a DPS Request or a DCC Request in accordance with item 8.3.2 or item 8.4.2. In a situation where, after receiving the update of the Schedules of Calls, the Operator finds that its positive consideration would result in a failure to meet the conditions referred to in item 5.1.10 or in item 7.10.1, the Operator may refuse to give its consent to the modification of the Schedules of Calls proposed in the update and, at the same time, notify the Terminal User of the possibility to submit an appropriate DPS Request or DCC Request within 2 business days. If a relevant request is submitted by the Terminal User, the Operator may reconsider the update and agree or refuse to give its consent to the modification of the Schedules of Calls proposed in the update within 3 Business Days.
- 5.3.3 If, in the situations referred to in item 5.3.2, the Terminal User does not submit a DPS Request or a DCC Request referred to in items 8.3.2 and 8.4.2, or the Operator cannot allocate the Distributed Process Storage or Distributed Contracted Capacity, and it is necessary to modify the Schedules of Calls, the Operator may refuse to give its consent to the modification of the Schedules of Calls proposed in the update, in accordance with item 5.2.5.
- 5.3.4 As a part of the modification of Schedules of Calls, the Time Frames of Calls may be shortened at the Terminal User's request to the period of 24 hours. The Terminal User's request shall be deemed to be a submission or an update of the Schedules of Calls

including such shortening. Shortening of the Time Frames of Calls in this manner will not require an amendment to the Regasification Contract.

- 5.3.5 If the Operator agrees to the modification of the Schedules of Calls, the Operator will change the Process Storage Programme to make it possible to provide Regasification Services and Additional Services while maintaining the rights and obligations of the Operator and the Terminal User under the Regasification Contract, and in particular to provide Regasification Services with the Minimum Regasification Capacity.
- 5.3.6 The updated Framework Schedule of Calls approved by the Operator shall be in force from the moment when the Operator informs the Terminal User of its modification until the end of a given year, unless it is modified at the request of the Terminal User by another update approved by the Operator.
- 5.3.7 The updated 90-day Schedule of Calls approved by the Operator shall be in force from the moment when the Operator informs the Terminal User of its modification until the monthly approval of the next 90-day Schedule of Calls, unless it is modified at the request of the Terminal User by another update approved by the Operator.

5.4 Process Storage Programme

- 5.4.1 The provisions of item 5.4 with respect to the Process Storage Programme shall apply to Freights reduced by LCR.
- 5.4.2 The Operator shall define the Process Storage Programme taking into account its compliance with the Regasification Contract, the Terminal Code and the Schedules of Calls, together with their updates approved by the Operator, ensuring of the provision of the Regasification Services and Additional Services, the Contracted Capacity and Average Regasification Capacity, ensuring of the maintenance of the Minimum Regasification Capacity, as well as the limitations of the Terminal Capacity in connection with planned by the Terminal Operator works on the Terminal, about which the Operator informs the Terminal User in accordance with item 5.1.4 and the provisions of item 10. Moreover, the Process Storage Programme should be created in such a way that, taking into account the above factors, it enables the Terminal User to maintain the upper and lower storage levels specified therein.
- 5.4.3 In the Process Storage Programme, the Operator shall specify:
 - 5.4.3.1 the upper level of storage based on the Freight volume reduced by LCR and taking into account the requirement to ensure maintaining by the Terminal User of the amount of LNG in the Terminal's tanks equivalent to the total two days of regasification, according to the Minimum Regasification Capacity, as specified in item 2, and allocated to the Terminal User in accordance with the Regasification Contract installation's capacity of the reloading to road tankers for the purposes of the provision of Additional Service of LNG Reloading to tank Trucks for two consecutive Gas Days, subject to item 5.2.2;
 - 5.4.3.2 the lower level of storage based on the Freight volume reduced by LCR and additionally reduced by 10%, with the reservation that during the unloading of the Tanker, the Nominations may not be lower than 1,892,700 kWh/h.
- 5.4.4 The Operator shall define the Process Storage Programme for the entire year based on the quantity of LNG in individual deliveries indicated by the Terminal User in the draft Framework Schedule of Calls, and then shall submit it to the Terminal User together with finally established for User Framework Schedule of Calls for a given year.
- 5.4.5 The Operator shall define the Process Storage Programme in such a way that, taking into account the conditions specified in item 5.4.2 and item 7.10.1, for each Freight specified in the Framework Schedule of Calls, the Process Storage time expressed in

the number of Gas Days shall be allocated, which will result from the quotient of the Freight of a given Tanker (less LCR) and the Average Regasification Capacity rounded up to full Gas Days, counted from the beginning of the Gas Day commencing on the first day of the Time Frames of Calls, in which the Terminal User is entitled to store a certain amount of LNG from a given Freight in the Terminal's tanks. The Terminal User is obliged to ensure by submitting appropriate Nominations that the amount of LNG remaining in the Terminal's tanks from the Unloaded Quantities of LNG less LCR, determined at 6:00 AM, for each Gas Day of Process Storage will not be higher or lower than that specified in the Process Storage Programme as the upper and lower storage levels.

- 5.4.6 The Operator will update the Process Storage Programme and submit it to the Terminal User together with each modification of the 90-day Schedules of Calls in the cases specified in items 5.2.5 and 5.3. If the a Distributed Process Storage or Distributed Contracted Capacity is allocated to the Terminal User, the DPS Order or the DCC Order will constitute an appendix to the applicable Process Storage Programme. In the situation indicated in the second sentence above, the Operator shall update the Process Storage Programme and hand it over to the Terminal User.
- 5.4.7 In addition, the Process Storage Programme will be modified by the Operator at any time in case of: a Failure, Emergency Situation, Force Majeure, bad or unfavourable weather conditions or limitations imposed by the TSO or the Operator pursuant to item 10 of the Terminal Code, if the occurrence of the above-mentioned circumstances make it impossible for the Terminal User to meet the Process Storage Programme, change the date of the Tanker call, or assigning of Additional Services to the Terminal User. In case of each modification of the Process Storage Programme, the Operator will provide its updated version to the Terminal User.
- 5.4.8 If the Terminal User fails to comply with the Process Storage Programme, the Terminal User shall pay a fee for the Extended Process Storage in accordance with the Tariff. Moreover, in the event the Terminal User's failure to comply with the Process Storage Programme for reasons attributable to the Terminal User, which would result in the inability to unload the Freight, the Terminal User shall be liable for such situation to the extent, to which the Terminal User contributed to such inability. The Operator and the Terminal User will undertake all possible steps to avoid or minimise possible loss, in particular, the Terminal User may adjust the level of use of the Contracted Capacity by submitting appropriate Nominations or re-nominations. or submit DPS Requests and DCC Requests referred to in items 8.3.2 and 8.4.2, and the Operator will make every effort to provide the Terminal User with appropriate Terminal Capacity in accordance with the Terminal User's requests, provided that the Terminal has the necessary technical capabilities.
- 5.4.9 In addition, also in case of situations or reasons other than specified in item 5.4.8 making it impossible for another Tanker to call at the Unloading Station and have its Freight unloaded, the Operator and the Terminal User shall make appropriate efforts, which can be reasonably and usually expected from the Parties to the Regasification Contract, in order to avoid or minimise loss. The preceding sentence is without prejudice to the provisions of the Regasification Contract in the scope of the rules of the liability of the Parties.
- 5.4.10 Without prejudice to the provisions of item 5.4.7, in case of the situations described in item 5.4.9, first sentence, the Operator may also request the Terminal User to give its consent to a modification of the Process Storage Programme or the Schedules of Calls by the Operator in the manner indicated by the Operator - such modification will come into force only with the consent of the Terminal User, after the Operator sends the modified Schedule of Calls or Process Storage Programme to the Terminal User.

6. LNG UNLOADING

6.1 Tanker Authorisation

- 6.1.1 Only authorised Tankers may be accepted for unloading. The authorisation will be granted to Tankers, in case of which the compatibility study has confirmed that the relevant equipment installed on such Tankers is compatible with the port and the unloading facilities of the Unloading Station of the Terminal, and in case of which the study has confirmed that they meet all other required conditions of unloading.
- 6.1.2 The unloading station enables unloading of a Tanker with the capacity of tanks of 120 K m³ to 217.351 K m³ and total length up to 315.16 m, overall width up to 50.0 m, and maximum draft for fresh water up to 12.5 m. In case of positive authorisation, it will be possible to unload LNG from Tankers with parameters other than those specified above;
- 6.1.3 The Operator publishes the Ship Authorisation Manual, according to which the compatibility study is carried out, as well as the Marine Operations Manual on its website.
- 6.1.4 The Ship Authorisation Manual describes the process of verification of the owners or shipowner, or operators of ships, and the ships themselves in terms of safety, quality and risk management before granting the authorisation to call in and for unloading of LNG, and it contains a list of documents necessary to conduct the study, which the Parties will provide to each other.
- 6.1.5 The Marine Operations Manual contains the general and contact information for the Terminal User and the Tanker Captain that are useful for safe calling, unloading and leaving the port, the information on the procedures and safety rules in force at the Terminal, supplementary information for the study of the compatibility of the ship with the Terminal, the technical information on the marine part of the Terminal, the mooring plan, the mooring facilities and the unloading system plan, the information on emergency procedures, as well as guidelines for the provision of the first medical aid.
- 6.1.6 The application for authorisation may be submitted to the Operator at any time, but not later than 5 Business Days before the beginning of the Time Frames of Calls of the Tanker, to which the authorisation relates. The application will be considered within 2 Business Days from the date of receipt of the application (the time to the deadline starts on the first Business Day following the date of submission of the application), provided that a complete set of documents referred to in item 6.1.7 below is delivered, and provided that it will not be necessary to supplement or correct it.
- 6.1.7 The Terminal User or the owner, the shipowner or the Operator of the Tanker shall provide the Operator with a complete set of documentation according to the applicable Ship Authorisation Manual.
- 6.1.8 In order to verify the technical and operational compatibility of the Tanker, the Terminal User or the owner, or the shipowner, or the Operator of the Tanker and the Terminal Operator shall familiarise with mutually provided information in the manner described below (compatibility study).
- 6.1.9 The compatibility study will be carried out in accordance with the principles contained in the Ship Authorisation Manual at least in the following aspects: 1) the technical compatibility of the Tanker and the Wharf (and the Unloading Station), including the equipment ensuring safe berthing of the Tanker at the Wharf; 2) the compatibility of the ESD and communication systems of the Tanker and the Operator; 3) the compatibility of the parameters of reloading equipment and installations; 4) the reliability of measurements - CTMS certificate; 5) the co-ordination of mooring and berthing technologies and procedures (ship mooring study); 6) the analysis of emergency and safety procedures.

- 6.1.10 If the authorisation is not granted to the Tanker or there are doubts as to granting of the authorisation to the Tanker, the Terminal User or the owner, or shipowner, or operator of the Tanker may present additional documents and explanations that may allow for granting of such authorisation. If, after the reconsideration the application for authorisation, it is still not possible to grant the authorisation, or there are doubts as to the possibility of granting it, and if the elimination of such doubts requires an inspection of the Tanker, the Operator may request the Terminal User to organise (order) such an inspection with the participation of the Operator. If the inspection reveals non-compliance preventing granting of the authorisation, the inspector shall prepare a list of such non-compliant items and subsequently submit it to the Operator, the Terminal User and the owner or shipowner, or the Operator of the Tanker. The basis for the Operator's decision to grant the authorisation will be the elimination of the non-compliance confirmed by the Terminal User, which will be verified by the Operator upon the call of the Tanker. A tanker, in relation to which the Operator has no objections in the result of carried out compatibility study, and in the case of the inspection referred to above, also in connection with this inspection, will obtain authorisation. The Operator shall immediately notify the Terminal User about granting or refusal of the authorisation in a manner agreed between the Parties and in writing.
- 6.1.11 The authorisation granted by the Operator is valid indefinitely, unless significant modifications are made to the Tanker that could affect the compatibility study described in item 6.1.9. The Terminal User shall ensure the submission to the Operator of a declaration on refraining from structural changes or other changes affecting the compatibility of the Tanker with the Terminal, which is a condition for the validity of the Tanker's authorisation, within the time limit specified in item 6.1.6 at the latest. If it is not possible to grant the authorisation within the time allowing the Tanker to call at the Unloading Wharf in accordance with the Regasification Contract, all consequences, including losses incurred by the Operator and other Terminal Users, shall be covered by the Terminal User.
- 6.1.12 During the entire period of validity of the authorisation, the Operator shall have the right to verify the qualification of each Tanker, if it deems it necessary, primarily through inspections, condition of the authorisation on refraining from any changes to it that may have impact on the study of the Tanker compatibility with the Terminal, and in particular from any modifications of reloading, communication (including ESD), mooring and surveying equipment. In justified cases, the Operator shall have the right to refuse to give its consent to unloading of the Tanker or to berthing at the Unloading Station, or the right to cancel the authorisation.
- 6.1.13 The Terminal User is responsible towards the Operator for the condition and operating conditions, including the adaptation of the Tanker and its equipment to the Unloading Station and the Port of Landing. The Terminal User shall be liable towards the Operator and third parties for any losses resulting from the failure to adapt the Tanker to the Unloading Station or the Port of Landing.
- 6.1.14 Any modification by the Operator of the configuration of the Wharf or the Unloading Station, including the security system, in a manner causing the cancellation of the authorisations for Tankers granted by the Operator, shall require prior consent of the Terminal User. The Terminal User will not refuse such consent unreasonably, in particular when the Operator undertakes to cover the costs resulting from such a modification. The Operator will notify the Terminal User of the intention to make such modifications 12 months in advance.

6.2 Notice of arrival

- 6.2.1 The tankers will approach the Unloading Station within the Time Frames of Calls established in accordance with the provisions of the Terminal Code, the 90-day Schedule of Calls or the Spot Order. Should a greater number of Tankers approach at a similar date, the Tanker calling according to the 90-day Schedule of Calls or the Spot Order shall have the priority of calling, unless the Operator, taking into account all the

circumstances, decides otherwise and notifies it to the Terminal User. If none of the Tankers arrives in accordance with the above-mentioned dates, if it does not have negative financial consequences for the Operator, the Operator shall make every effort to give priority of calling at Unloading Station to the Terminal User, who under its Regasification Contracts in force generates a larger, discounted with the average cost of the Operator's capital value of revenues, taking into account the size and duration of the contract and Contracted Capacity, of which the Operator shall notify the Terminal Users.

- 6.2.2 The Terminal User will obtain all available information regarding access to the port directly from the port authorities (Harbour Master's Office).
- 6.2.3 The Terminal User shall ensure that, irrespective of the Tanker notification required under the mandatory provisions of law, the Tanker Captain or his agent will notify the Operator of the departure from the port of lading immediately after such departure (the Notification of departure from the port of lading form), and then submit the Notification to the Operator of Arrival, not later than 7 days before arrival at the roadstead or if the time between departure and arrival is shorter, immediately after leaving the port of lading. In the event of a change of the ETA, the Notice shall be updated according to the following table:

Time when the Notice of Arrival must be sent	The change of the Expected Time of Arrival (ETA) that requires an update of the Notice of Arrival
7 days prior to arrival	by more that 12 hours
5 days prior to arrival	by more than 6 hours
96 hours prior to arrival	by more than 6 hours
72 hours prior to arrival	by more than 3 hours
48 hours prior to arrival	by more than 3 hours
24 hours prior to arrival and less	every change
estimated time of departure from the port of lading	every change

- 6.2.4 Notifications in the form of e-mail messages sent to the address notifications@gaz-system.pl shall be made using the forms attached to the Marine Operations Manual published on the Operator's website.
- 6.2.5 The Terminal User shall ensure that after the Tanker arrives at the roadstead of the port in Świnoujście and all port formalities are completed, and if the Tanker is ready to perform the procedure of entering the port, approaching the Unloading Station and unloading of LNG, the Tanker Captain will send to the Operator the Notice of Readiness. The Terminal User shall ensure that the Notice of Readiness will be submitted to the Operator immediately after the following conditions are met:
 - 6.2.5.1 The agreed and specified in the 90-day Schedule of Calls Time Frames of Calls of this Tanker have started, subject to item 6.2.9,
 - 6.2.5.2 The Tanker will arrive at the roadstead of the Port of Landing,

- 6.2.5.3 The Tanker will receive the permits required by the Terminal Code and the provisions of law, which are necessary to enter the port and approach the Unloading Station of the Terminal,
- 6.2.5.4 The tanker has received consent from the owner or the shipowner, or the Operator of the Tanker, or the owner of the transported LNG and the Terminal User to start unloading,
- 6.2.5.5 The Tanker is ready to perform the procedure of entering the port, approaching the Unloading Station and unloading of LNG.
- 6.2.6 The Notice of Readiness will be accepted by the Operator on every weekday at any time. After receiving the Notice of Readiness sent by the Tanker, the Operator will start to co-operate with the captain of the Tanker and, to the extent that the Operator is responsible for it under separate regulations or contracts, will exercise due diligence in order to safely moor the LNG Tanker at the Unloading Station designated for it as soon as possible.
- 6.2.7 If the deadline for submitting the notice of arrival allows for LNG to be unloaded within the agreed time frames of unloading and there are no limitations preventing the Tanker from unloading within the time set in the 90-day Schedule of Calls or the Spot Order, and the Terminal User has not raised any other explicit objection, the Operator shall immediately submit: its consent to accept the Tanker at the Unloading Station to the Terminal User, the Tanker Captain and the Harbour Master. The acceptance of the Notice of Readiness by the Terminal Operator shall take place after the LNG Tanker is moored at the Unloading Station with the all fast time agreed between the Operator and the Ship's Captain, and shall be equivalent to the readiness of the Terminal to start the Laytime.
- 6.2.8 The Terminal User shall make every effort to make the Tanker moor at the Wharf within 6 hours of sending of the Notice of Readiness by the Tanker Captain, unless it is not possible for reasons beyond the User's control, in particular due to the occurrence of a Failure, an Emergency Situation, an event of Force Majeure, bad or unfavourable weather conditions, decision of the Harbour Master, or unavailability of Port Operations. The Terminal User shall also ensure that the Tanker leaves the Port of Landing within 6 hours after the completion of unloading, in accordance with item 6.3.9. The total time of the above-mentioned operations and unloading of the Tanker may not exceed 48 hours if the Laytime is 36 hours or it may not exceed 44 hours if the Laytime is 32 hours. The Terminal User shall cover all losses and costs incurred by the Operator or other Terminal Users resulting from failure to meet the above-mentioned requirements, and resulting in particular from the inability of another Tanker's to call in, or the inability to start unloading LNG from another Tanker.
- 6.2.9 If a Tanker sends a Notice of Readiness at a time earlier than the Time Frames of Calls set for such Tanker, provided that the Terminal has technical and organisational capabilities, the Operator will shall make every effort to accept the Tanker at the Terminal before the set time, if it does not interfere with the unloading of tankers of other users. In case of deliveries carried out under Regasification Contracts concluded before 2020, if the Tanker sends a Notice of Readiness no earlier than 6 hours prior to the Schedule of Calls designated for it, the Operator will accept the Tanker at the Terminal immediately, as if it had arrived with designated for it Time Frames of Calls.
- 6.2.10 The Operator may refuse to accept the Terminal User's Tanker, which sends the Notice of Readiness after the elapse of the Time Frames of Calls set for it. Provided that the Terminal has technical capabilities, the Operator will make every effort to accept the Tanker at the Terminal after the deadline. Subject to the rights and conditions set out in the first and second sentences above, in the event that two Tankers arrive at the roadstead at the same time after the Time Frames of Calls set for them, the Tanker that enters the roadstead as the first will be unloaded first, subject to the technical

capabilities and of the Operator and the fulfilment of the Operator's contractual obligations.

- 6.2.11 If several Tankers arrive at the Terminal during the Time Frames of Calls intended for them or earlier, and they are not unloaded due to bad or unfavourable weather conditions, then after the end of such bad or unfavourable weather conditions, the Operator will unload these Tankers in the order of their respective Time Frames of Calls, unless otherwise agreed with the Terminal Users. If unloading of LNG from the Tanker is interrupted for reasons attributable to the Operator, and the Tanker repeatedly submits the Notice of Readiness, the Operator will submit its consent to accept the Tanker at the Unloading Station to the Terminal User, the Tanker Captain and the Harbour Master as soon as possible.
- 6.2.12 The tanker will call at the port complying with all applicable laws, including the regulations of the Port of Landing. The Terminal User shall ensure, at no cost to the Operator, that the Tanker obtains all the required consents and permits related to the Tanker entering the port and the use of the port infrastructure.
- 6.2.13 The Terminal User shall ensure that the Tanker complies with all applicable regulations in the port, in particular, the Terminal User shall also provide, at own expense and risk, the assistance of fire ships, tugs, pilots, mooring staff and mooring boats required for the Tanker. The Terminal User is responsible towards the Operator for the technical condition, the actions and safety of the Tanker in the port.

6.3 Rules for unloading of LNG

- 6.3.1 The Tanker unloading operation will be carried out during the Laytime.
- 6.3.2 After entering the port and prior to the commencement of unloading, the Tanker Captain or his representative and the Operator's representative shall perform the following actions:
 - 6.3.2.1 Jointly carry out a safety check of the tanker, and subsequently complete and sign the Ship/Shore Safety Check List, as described in the Marine Operations Manual, according to valid at that time form available on the Operator's website;
 - 6.3.2.2 Agree on the unloading programme (information exchange according to the Pre-Discharging meeting agenda form constituting an appendix to the Marine Operations Manual);
 - 6.3.2.3 Agree on the methods and principles of communication and alerting between the Operator and the Tanker, as well as the rules of conduct in the event of hazards;
 - 6.3.2.4 Exchange other information necessary for the safe and efficient execution of the unloading operation.
- 6.3.3 The Terminal User shall ensure that, prior to the commencement of unloading, the Tanker captain or his agent will provide to the Operator the copies of, inter alia, the following documents: the bill of lading, the goods quality certificate, the goods quantity certificate (report of calculations), the protests (if any) from the last port of berthing of the Tanker, the CTMS report for loading, the Time Sheet, and the Cargo Manifest.
- 6.3.4 The Terminal User shall ensure that, immediately after the arrival of the Tanker at the Port of Landing and the completion of the activities specified in items 6.3.2, 6.3.3, and after the Tanker obtains all consents provided for in the Terminal Code and the provisions of law and required for the commencement of unloading, including after the fulfilment of the obligations specified in item 6.3.5.2, the Tanker Captain will notify the Operator of the readiness to unloading.

- 6.3.5 The unloading operations may not commence before:
 - 6.3.5.1 the determination and signing by the Tanker Captain and the Operator's representative of all rules for safe unloading;
 - 6.3.5.2 obtaining of the Operator's consent to start unloading.
- 6.3.6 Unloading activities and safe berthing of the Tanker
 - 6.3.6.1 Unloading shall be carried out based on the unloading programme established in accordance with item 6.3.2.2.
 - 6.3.6.2 During berthing, the Tanker must be properly marked and illuminated, in accordance with the requirements resulting from the relevant regulations.
 - 6.3.6.3 During berthing of the Tanker at the Unloading Station, the necessary number of crew members shall be present at the Tanker to ensure its immediate readiness to undertake manoeuvring and firefighting activities.
 - 6.3.6.4 During berthing of the Tanker at the Unloading Station, the Tanker shall provide an on-board service supervising the proper course of the unloading and performing fire supervision.
 - 6.3.6.5 The Operator shall have the right to suspend the unloading activities or request the removal of the Tanker from the Unloading Station in the event of:
 - 6.3.6.5.1 breaching by the Tanker of the port regulations or any regulations in the field of safety, fire protection or environmental protection, as well as in the event of breaching of any stipulations concerning berthing and unloading made with the Operator;
 - 6.3.6.5.2 lack of actual readiness of the Tanker to commence or continue unloading (item 6.3.4);
 - 6.3.6.5.3 when the delivered LNG does not meet the agreed quality parameters;
 - 6.3.6.5.4 the occurrence of an Emergency Situation, including Force Majeure;
 - 6.3.6.5.5 a failure of the reloading equipment of the Tanker or the Terminal, in particular any leakages from this equipment;
 - 6.3.6.5.6 a failure of the lighting at the Wharfs or the Unloading Station, including the lighting of the unloading arms;
 - 6.3.6.5.7 a strike affecting the proper functioning of the Terminal;
 - 6.3.6.5.8 actions undertaken by the Operator to ensure the safety of people and property at the Unloading Station;
 - 6.3.6.5.9 the occurrence of weather conditions preventing or hindering safe unloading, in particular: thunderstorms with lightnings, strong winds or waves endangering the safe berthing of the Tanker at the Wharf, including at the Unloading Station.
 - 6.3.6.5.10 gross non-compliance with the findings of the Ship/Shore Safety Check List, or the occurrence of other circumstances posing a threat to the safety of the Tanker or the Terminal.

- 6.3.7 If the Tanker is forced to leave the Unloading Station before the unloading was completed, after re-mooring at the Wharf, all the elements of this procedure concerning safety and measurements should be performed again.
- 6.3.8 If the unloading operation exceeds 48 hours, which is not attributable to the Operator or the Terminal User, and such exceeding occurs as a result of Force Majeure or the occurrence of bad or unfavourable weather conditions, the Terminal User or the Operator will have the right to stop the unloading operation. In the resulting situation, the Terminal User will have the right to unload on another date agreed with the Operator.
- 6.3.9 The unloading operation will be completed when the last unloading arm is disconnected by the Terminal crew in consultation and co-operation with the Tanker crew. After completing the unloading operation and completing the necessary formalities related to the documentation of the Freight, the Tanker will leave the Unloading Station and the Port without undue delay.
- 6.3.10 Documents confirming the quantity of the Freight on the Tanker before and after unloading will be signed by the representative of the Terminal User, the Surveyor and the Tanker Captain or his representative. The Operator's representative will confirm the receipt of a copy of the documentation.

6.4 Use of port infrastructure

- 6.4.1 The Terminal User will ensure covering of all port charges determined in accordance with applicable regulations.
- 6.4.2 If the Tanker is berthing at the Unloading Station without the Operator's consent or for a longer period than specified according to the provisions of the Terminal Code, or after the Operator issues an order to leave the Unloading Station or the Port of Landing, the Terminal User shall cover any resulting losses or costs incurred by the Operator or third parties, and resulting in particular from the inability of another Tanker or another vessel to call in, the inability to start unloading LNG from another Tanker, the damage to the port infrastructure, including the Unloading Station, including, inter alia, all compensations, discounts that may be demanded by third parties from the Operator, all costs incurred in connection with the restoration of proper operation of the Terminal and any damage to the technical infrastructure of the Terminal, including the Unloading Station.

6.5 LNG quality parameters

- 6.5.1 The Terminal User delivers to the Terminal LNG with quality parameters consistent with items 6.5.3 and 0. If the Terminal User delivers LNG of the quality referred to in the first sentence, the Operator will ensure that as a result of regasification of this LNG, Fuel Gas will be produced at the Terminal with quality parameters specified in the TNC.
- 6.5.2 The Terminal User shall notify the Operator as soon as possible of any deviations of the LNG shipped to the Terminal from the quality parameters referred to in item 6.5.1.
- 6.5.3 The quality parameters of the liquefied natural gas delivered to the Terminal should be within the range specified in the table below:

PHYSICAL AND QUALITATIVE LNG PARAMETERS	Minimum	Maximum
Density at temp. -159.8°C	423.6	470
Content of individual components		

C1	not less than 87%
C2	not more than 8.37%
C3	not more than 3%
iC4+nC4	not more than 1.2%
nC5	not more than 0.1%
N ₂	not more than 1%
CO ₂	no more than 50 ppmv
Hg	not more than 0.01 µg/m ³

- 6.5.4 The Gross Calorific Value, the Wobbe index and the content of other components in the evaporated LNG, such as hydrogen sulphide, total sulphur and mercaptan sulphur, must comply with the provisions of the TNC.
- 6.5.5 If the quality parameters of LNG specified in the Certificate of Loading do not comply with the specifications set out in item 6.5.1, the Operator has the right to refuse to accept such a Freight, inter alia due to the need to maintain the quality of the Fuel Gas at the Exit Point in accordance with the TNC.

6.6 Certificate of Loading and measurement methods

- 6.6.1 Upon receipt, the Terminal User shall immediately send to the Operator by e-mail, to the address: notifications@gaz-system.pl, the relevant documents (jointly referred to as the Certificate of Loading), containing the following data:
- 6.6.1.1 the name of the Tanker, by which the Terminal User will deliver the LNG Freight to the Terminal;
 - 6.6.1.2 the date and time of departure from the port of lading;
 - 6.6.1.3 the name of the Loading Terminal;
 - 6.6.1.4 the expected time of arrival at the Terminal (ETA);
 - 6.6.1.5 the amount of energy, the density and the volume of LNG in the tanks of the LNG Tanker at the time of departure from the port of lading;
 - 6.6.1.6 the Certificate of Quality together with the LNG specification, which will contain the information on the quality parameters of LNG, at least the information referred to in items 6.5.3 and 0;
 - 6.6.1.7 the Certificate of Origin;
 - 6.6.1.8 the Cargo Manifest.
- 6.6.2 The Terminal User shall ensure that the methods used to determine the quality parameters of the LNG measured during the loading of the Tanker comply with international standards (ISO, GPA, CEN, ASTM). At the Operator's request, the Terminal User will provide to the Operator, inter alia, the following information:

- 6.6.2.1 a detailed description of the sampling method, including LNG evaporation, as well as the characteristics of the equipment used,
 - 6.6.2.2 a detailed description of the chromatographic method used for the analysis of the main components of LNG (hydrocarbons and nitrogen), including the calibration certificate and the characteristics of the equipment used,
 - 6.6.2.3 a detailed description of the method used for the analysis of sulphur compounds (H₂S, COS, mercaptans, total sulphur), including the calibration and characteristics of the equipment used,
 - 6.6.2.4 a detailed description of the method used to detect mercury in LNG, and the characteristics of the equipment used,
 - 6.6.2.5 a detailed description of the method used to detect oxygen in LNG, and the characteristics of the equipment used.
- 6.6.3 If the LNG parameters presented in the Certificate of Loading sent after the Tanker has left the port of lading differ from the LNG specification specified in the Terminal Code, the Operator will provide the Terminal User with feedback on the acceptance or rejection of such a Freight within 24 hours of receiving this document, or indicate a different date of provision of such feedback on the acceptance or rejection of such a Freight.
- 6.6.4 If a Freight is unloaded that does not comply with the Certificate of Loading (subject to a natural change in its composition due to the passage of time during transport - the so-called ageing process), the provisions of item 6.5.1 or the stipulations made by the Parties, and the Operator has not previously and expressly given its consent to its acceptance as compliant with the Operator's requirements, the Terminal User shall cover the costs and any resulting losses incurred by the Operator due to this non-compliance, and in particular any penalties, damages and discounts that may be demanded by third parties from the Operator, as well as all costs incurred in connection with restoring the compliance of LNG or Fuel Gas with the required quality parameters and any damage to the technical infrastructure of the Terminal.
- 6.6.5 The Operator may at any time stop unloading a Freight that does not comply with the provisions of item 6.5.1 or the stipulations made by the Parties.
- 6.6.6 If the Operator rejects Freight due to inadequate LNG quality, the Terminal User will have the right to unload LNG with quality parameters in accordance with item 6.5.1 at a different time agreed with the Operator.

6.7 The determination of the quantity of unloaded LNG and the Certificate of Unloading.

- 6.7.1 The measurement of the LNG unloaded from the Tanker is performed with the use of installed on the Tanker measurement equipment of the Custody Transfer Measurement System (CTMS). The measurement equipment installed on the Tanker will have valid certificates of classification societies.
- 6.7.2 The unloaded quantities of LNG are determined by a Surveyor selected by the Terminal User from the list published on the Operator's website. The Terminal User and the Operator will consult the list of Surveyors with each other and agree on its content before its publication. The Terminal User and the Operator will cover the costs of the Surveyor's work in equal parts. The Surveyor will participate in all measurements at the Tanker, in sampling and the chromatographic analysis carried out at the Operator's onshore laboratory.
- 6.7.3 The Surveyor shall prepare binding upon the Parties Report of Calculations, which will specify the Unloaded Quantity of LNG (expressed in energy units - kWh) in reference conditions consistent with the TNC, i.e. gas volume at 0°C and Gross Calorific Value at 25°C, based on the data from the measurements performed on the Tanker and from the

chromatographic analysis carried out in accordance with the provisions of item 6.8.11. The Report of Calculations will also specify the volume of the Unloaded Quantities of LNG (expressed in volume units m³) and the quality parameters of the Unloaded Quantities of LNG. The Report of Calculations will constitute the basis for quantitative and qualitative settlements of the Unloaded Quantities of LNG between the Operator and the Terminal User, subject to the provisions of items 6.7.11 and 6.8.14.

- 6.7.4 The representatives of the Operator and the Terminal User may be present during the measurements.
- 6.7.5 The Surveyor shall be responsible for verifying the LNG quantity measurement.
- 6.7.6 The Terminal User shall be responsible towards the Operator for the proper performance of the Surveyor's tasks, unless the Operator is a party to the contract with the Surveyor.
- 6.7.7 The Operator and the Terminal User may participate in Freight measurements on the Tanker deck before and respectively after LNG unloading (including the measurements of draft, heel, level, temperature and pressure in the Tanker's tanks), in accordance with the provisions of item 6.8.
- 6.7.8 The Initial Report of Calculations prepared by the Surveyor will be signed by the Surveyor, the Terminal User's representative, the Operator's representative and the Tanker captain. The Operator, the Terminal User and the LNG supplier will receive at least one copy of the initial Report of Calculations.
- 6.7.9 If the Surveyor finds that the Terminal User's representative is absent during the Freight inspection and the Parties have not agreed otherwise, the initial Report of Calculations will be considered accepted without the need to obtain the Terminal User's representative's signature.
- 6.7.10 If the Terminal User or the Operator questions the content of the initial Report of Calculations, a protest in this respect must be submitted before signing of the initial Report of Calculations, and recorded in the report prepared by the Surveyor, or within three (3) days from the date of signing of the initial Report of Calculations, simultaneously attaching documents or materials justifying the protest. In the event of failure to deliver the materials in accordance with this item, the protest will be considered as not submitted, and the initial Report of Calculations prepared by the Surveyor will become the Report of Calculations binding upon the Parties three (3) days after the date of its preparation.
- 6.7.11 Within seven (7) days from the date of filing of the protest, the Operator and the Terminal User shall determine in writing, in the form of a Report of Calculations, the Unloaded Quantities of LNG, which will be binding upon the Parties. Otherwise, the party lodging the protest may request an opinion on the subject of the dispute from a testing laboratory accredited by a certification body, obtained on the terms and in the manner specified in the Conformity Assessment System Act of 30 August 2002 (Journal of Laws of 2019, item 155, as amended). This opinion will be binding upon the Parties. The Parties will cover the cost of obtaining of the opinion proportionally to the extent, to which the objections of a given Party are not confirmed by such opinion. Until the opinion is issued by the testing laboratory accredited by a certification body, the Unloaded Quantities of LNG specified in the initial Report of Calculations prepared by the Surveyor shall be binding upon the Parties.
- 6.7.12 The quantity of LNG, expressed as energy, accepted by the Operator to the Terminal and delivered by the Terminal User will be calculated in accordance with the following formula:

$$E = V \times d \times H_m - V \times \frac{273,15}{273,15+T_v} \times \frac{P_v}{1013,25} \times 11,037 - K_{GF} \times 15,421$$

where:

- E The amount of energy expressed in kWh, rounded to full kWh, delivered by the Terminal User and accepted by the Operator at the LNG Delivery Point,
- V The volume of unloaded LNG expressed in m³ and rounded to full m³,
- d The density of LNG samples, expressed in kg/m³ (kilogram per cubic metre) rounded to one hundredth, determined in accordance with the “LNG Custody Transfer Handbook” by GIIGNL and the ISO 6578 technical standard. The density for the calculation of the E value is calculated using the following formula:

$$d = \frac{\sum(X_i \times M_i)}{\sum(X_i \times V_i) - X_m \times \left[K_1 + \frac{(K_2 - K_1) \times X_n}{0.0425} \right]}$$

where:

V_i - the molar volume of component “i” expressed in m³/kmol at temperature (T1) corresponding to the average temperature of LNG in the Tanker’s tanks immediately before unloading, expressed in degrees Celsius (°C) rounded to one (1) decimal place. The value is obtained by linear interpolation of the relevant data to six (6) decimal places in accordance with the ISO 6578 technical standard.

K1 - the volume correction, expressed in m³/kmol at temperature T1, obtained by linear interpolation of the relevant data (following the conversion of the temperature to °C), rounded to the six (6) decimal places, according to the ISO 6578 technical standard,

K2 - the volume correction, expressed in m³/kmol at temperature T2, obtained by linear interpolation of the relevant data (following the conversion of the temperature to °C), rounded to the six (6) decimal places, according to the ISO 6578 technical standard,

X_n - the X_i value for nitrogen,

X_m - the X_i value for methane.

- H_M The Gross Calorific Value (related to the mass unit) of liquid freight expressed in kWh/kg, determined in accordance with the “LNG Custody Transfer Handbook” by GIIGNL and the ISO 6976 technical standard, and rounded to the second (2) decimal place, determined for an ideal dry gas at the temperature of 25°C at absolute pressure

of 101.325 kPa. The Gross Calorific Value will be calculated using the following formula:

$$H_m = \frac{\sum(X_i \times M_i \times H_i)}{\sum(X_i \times M_i) \times 3.6}$$

where:

X_i - the molar fraction of component "i" determined in the result of chromatographic analysis of LNG sample collected during unloading, rounded to the fourth (4) decimal place,

M_i - the molecular weight of component "i" expressed in kg/kmol, according to the ISO 6976 technical standard,

H_i - the Gross Calorific Value (related to the mass unit, expressed in Mj/kg. The *H_i* value will be determined for an ideal dry gas in the reference conditions: temperature 25°C and absolute pressure of 101.325 kPa in accordance with the ISO 6976 technical standard;

- | | |
|-----------------|---|
| T _v | The average temperature of vapours in the Tanker's tanks immediately after unloading, expressed in degrees Celsius (°C), rounded to one (1) decimal place, |
| P _v | The average absolute pressure of LNG vapours in the Tanker's tanks immediately after unloading, expressed in millibars, rounded to the full millibar, |
| K _{GF} | The mass of the gas used for own purposes, measured during unloading, in kilograms, rounded to the full kilogram; |
| 11.037 | The number 11.037 in the formula for calculation of E is the Gross Calorific Value of pure (100%) methane, expressed in kWh/m ³ , related to the unit of volume, determined for an ideal dry gas at reference temperature of 25°C and absolute pressure of 101.325 kPa; The Gross Calorific Value of the gas vapours based on the volume returned to the ship, |
| 15.421 | The Gross Calorific Value of gas vapours (assumed 100% methane) based on the mass that was used for the ship's own purposes. |

The volume of Unloaded Quantities of LNG (V) will be determined as the difference between the volume of LNG obtained as a result of the measurement preceding unloading and the volume of LNG obtained as a result of the measurement performed after unloading.

6.8 Detailed rules for measuring the quantities and the quality parameters of LNG.

- 6.8.1 All LNG tanks on the Tanker should be calibrated by an independent institution authorised to issue certificates in accordance with the applicable ISO standards and the “LNG Custody Transfer Handbook” by IIGNL. The certifying institution issues documents specifying: sounding tables and correction tables necessary for the calculation of the Freight on the Tanker - i.e. in particular trim corrections, list corrections, corrections for temperature shrinkage of the material from which the tanks of the Tanker are made (shrinkage factor) and all other corrections for measuring equipment that are necessary to perform proper Freight calculations.
- 6.8.2 Each LNG cargo tank on the Tanker should be equipped with two separate and independent systems for measuring the liquid level, i.e. the main system and an auxiliary system.
- 6.8.3 Each LNG tank on the Tanker should be equipped with at least five (5) temperature measuring instruments. The measuring instruments in each tank should be arranged as follows:
 - 6.8.3.1 one in the upper part of the tank (near the cover), in the compartment occupied by the vapours before unloading,
 - 6.8.3.2 one in the lower part of the tank (near the base), in the compartment occupied by LNG after unloading (heel),
 - 6.8.3.3 the three remaining in the rest of the tank, occupied by LNG after loading.

The instruments arranged in such a way will be used to measure the temperature of the liquid and the vapours in the Tanker's tanks. The permissible measurement error for temperature measuring instruments should be within the ranges indicated in the table below:

Temperature range °C	Permissible error +/- °C
-165 to -145	± 0.2
-145 to +40	± 1.5

- 6.8.4 Each LNG tank on the Tanker should be equipped with a BOG absolute pressure measurement system. The permissible measurement error for the operating range of eight hundred (800) to one thousand and four hundred (1400) millibars should be within the range of plus/minus (±) one percent (1%).
- 6.8.5 If there are discrepancies in the determination of the Unloaded Quantity of LNG based on the Tanker's inspection and the measuring instruments of the Terminal, or if there is a justified doubt as to the correctness of the calibration of the Tanker's tanks, the Operator may request recalibration of the volume of the Tanker's tanks by an institution jointly appointed by the Terminal User and the Operator and may cancel the Tanker's authorisation. If the results of the re-calibration do not confirm the Operator's objections, its costs will be covered by the Operator, provided that the Operator's representative is allowed to participate in the calibration activities.
- 6.8.6 In the event that the Terminal User becomes aware of or has a reasonable suspicion that any parameters of the Tanker's tanks may have been changed, the Terminal User shall immediately notify the Operator of it and request the owner or the shipowner, or the Operator of the Tanker to recalibrate the tanks.

- 6.8.7 The Operator will provide to Terminal User, the LNG supplier and the Surveyor the opportunity to participate in the chromatographic analysis of the LNG composition in the Operator's onshore laboratory.
- 6.8.8 The Terminal User will provide to the Operator, the LNG supplier and the Surveyor the opportunity to participate in all measurement activities carried out on the Tanker in accordance with the "LNG Custody Transfer Handbook" by GIIGNL.
- 6.8.9 The Operator will take LNG samples for each delivery using a continuous sampling method compliant with the standard specified in the "LNG Custody Transfer Handbook" by GIIGNL.
- 6.8.10 At the request of the Terminal User, the Operator will provide the Terminal User with one or two containers with the LNG sample collected during unloading. If necessary, the Terminal User shall hand over the container with the sample for the LNG supplier to the Tanker captain along with the handover document.
- 6.8.11 The chemical composition of the unloaded LNG will be determined based on a laboratory test of the samples taken downstream of the LNG Delivery Point, which will consist in a chromatographic analysis performed in accordance with the standard specified in the "LNG Custody Transfer Handbook" by GIIGNL. The test will be carried out by the laboratory at the premises of the Terminal.
- 6.8.12 Immediately after the completion of the test, the Operator will provide the Surveyor and the Terminal User with the result of the chromatographic analysis of the chemical composition of the unloaded LNG.
- 6.8.13 The Operator will provide to Terminal User, the LNG supplier and the Surveyor the opportunity to access the technical documentation of the measuring, testing and sampling equipment. The Operator or the Terminal User, respectively, will provide the Surveyor with the right to access all current approvals and calibrations of equipment allowing for the determination of the compliance of the measurement and testing methods with the relevant standards. In the event of non-compliance with certificates and calibrations of measuring equipment on the Tanker and at the Terminal, the Surveyor has the right to raise objections to the measurement results, in such a situation the Parties shall immediately agree on the method of determining the Unloaded Quantities of LNG.
- 6.8.14 If it is not possible to correctly measure the Unloaded Quantities of LNG for any reason, in particular if no method of determination of the Unloaded Quantities of LNG in accordance with item 6.8.13 has been agreed, the Operator and the Terminal User will agree on the method of settlements.
- 6.8.15 LNG level measurements.
 - 6.8.15.1 The measurements of the LNG level being the basis for the calculation of the volume of the Unloaded Quantities of LNG, and thus for the settlements between the Parties, are made during the LNG unloading from the Tanker.
 - 6.8.15.2 Two measurements of the LNG level in the cargo tanks of the Tanker are carried out - one before and one after unloading.
 - 6.8.15.3 During both measurements, the unloading arms should be liquid free, and the valves on the tanker's flange joints (manifolds) and the Terminal unloading arms should be closed.
 - 6.8.15.4 The tanker must have all the necessary measurement tables (together with the correction tables) in accordance with the requirements specified for given Tanker by the relevant classification society and in accordance with the "LNG Custody Transfer Handbook". The measurement tables and the

correction tables shall be handed over to the Surveyor during the meeting before the commencement of unloading.

6.8.15.5 The Operator will require the use of the method of measurement of the liquid level in the Tanker's tanks according to the "LNG Custody Transfer Handbook" by GIIGNL, and in particular: the measurement of the liquid level should be carried out with the accuracy up to one millimetre (1 mm) in each of the tanks of a given Tanker, using the main system for measuring the liquid level, subject to the deviations allowed in this handbook by GIIGNL. If it is not possible to make a reading from the main measurement system, the auxiliary system should be used. At least five (5) liquid level readings in the shortest possible time (max. 20 seconds) should be made. The arithmetic mean of all readings, taking into account corrections for trim, heel and temperature, should be accepted as the liquid level in a given tank. The measurement of the heel and trim should be performed simultaneously with the measurement of the liquid level. When making the reading, the valves on the tanks should be closed. No activities related to the ship's ballasting or bunkering or any LNG movement should be performed. The BOG line supplying to the ship's engine room should be closed.

6.8.16 Temperature measurements.

6.8.16.1 The measurement of the average temperature of the liquid phase in each of the tanks of the Tanker should be carried out immediately before the commencement of unloading, simultaneously with the measurement of the liquid level, using only those instruments that are fully immersed in LNG. The reading should be made with the accuracy up to one hundredth of a degree Celsius (0.01°C). The value adopted for a given tank will be the arithmetic mean of all obtained readings rounded to one (1) decimal place. The average temperature value for all liquid freight will be calculated with the accuracy up to one (1) decimal place as the arithmetic mean of the values obtained from all tanks.

6.8.16.2 The total temperature measurement error should not be greater than half degree Celsius (0.5)°C.

6.8.17 Determining the volume of the Unloaded Quantities of LNG

6.8.17.1 All LNG volumes determined in cubic metres (m³) and rounded to the nearest thousandth of a cubic metre (0.001 m³) will be determined using the vessel's measurement tables in accordance with the procedure described in item 6.8.15.4.

6.8.18 BOG pressure measurement.

6.8.18.1 The measurement of vapours pressure in each Tanker tank should be carried out immediately after the completion of unloading, simultaneously with the measurement of the liquid level. The measurements should be performed with the accuracy up to one millibar. The value of the vapours pressure for the entire volume of the gas phase in the cargo tanks of the Tanker shall be calculated as the arithmetic mean of the measurements performed in all tanks. The value obtained in than manner will be rounded to one (1) millibar and it will be adopted as the average value of the gas phase pressure for the entire vessel.

6.8.18.2 The method of measuring the BOG vapours pressure is specified in the standard specified in the "LNG Custody Transfer Handbook" by GIIGNL. The total vapour pressure measurement error should not exceed one (1) percent.

6.8.19 Measurement of the LNG quality parameters.

- 6.8.19.1 The process of sampling and preparation of samples is carried out in accordance with the requirements specified in the standard specified in the “LNG Custody Transfer Handbook” by GIIGNL.
- 6.8.19.2 The Operator will determine the quality parameters of LNG based on the chromatographic analysis performed in accordance with the standard specified in the “LNG Custody Transfer Handbook” by GIIGNL.
- 6.8.19.3 LNG will be collected downstream the LNG Delivery Point.
- 6.8.19.4 If it is not possible to correctly measure the LNG quality parameters for any reason, in particular when the method of determining the LNG quality parameters has not been agreed, the LNG quality parameters established based on the chromatographic analysis of the LNG sample delivered from the ship, which will be performed at the laboratory of the LNG Terminal, will be binding upon the Parties.
- 6.8.19.5 In the case referred to in item 6.8.19.4 and in the absence of an LNG sample delivered from the ship, the LNG quality parameters will be assumed on the basis of the certificate of loading of the LNG.

6.8.20 Determination of the gas density.

- 6.8.20.1 The gas density will be determined according to the standard specified in the “LNG Custody Transfer Handbook” by GIIGNL. The calculations shall be made according to the formula and for the reference conditions specified in item 6.7.12.

6.8.21 Determination of the Gross Calorific Value.

- 6.8.21.1 The Gross Calorific Value of the unloaded LNG will be calculated in accordance with the standard specified in the “LNG Custody Transfer Handbook” by GIIGNL. The calculations shall be made according to the formula and for the reference conditions specified in item 6.7.12.

7. REGASIFICATION

7.1 The Average and Minimum Regasification Capacity and the Contracted Capacity

- 7.1.1 The Operator shall determine the Contracted Capacity and the Average Regasification Capacity in the Regasification Contract for each Terminal User. The Operator shall also set the Minimum Regasification Capacity for the Terminal User who uses long-term Regasification Services.
- 7.1.2 The sum of determined by the Operator Contracted Capacities will fall within the range of Terminal Capacity amounting from 1,261,800 kWh/h to the a nominal capacity of 7,963,614 kWh/h of Fuel Gas (the technical capacity will be determined after the completion of the first stage of expansion). After the completion of the second stage of the Terminal expansion in the result of the implementation of the Świnoujście LNG Terminal Availability Procedure 2020, the sum of the Contracted Capacities established by the Operator in accordance with the assumptions will fall within the range of the Terminal Capacity from 1,892,700 kWh/h to the nominal capacity of 10,579,502 kWh/h of Fuel Gas (the technical capacity will be determined after the completion of the first stage of expansion). The first and the second stages of the expansion are described in the Świnoujście LNG Terminal Availability Procedure 2020.

- 7.1.3 The Average Regasification Capacity determined for the Terminal User is:
- 7.1.3.1 for long-term Regasification Services - the quotient of the sum of Freights in a given Gas Year expressed in kWh and determined on the basis of the Framework Schedule of Calls and the number of hours in the Gas Year;
 - 7.1.3.2 for spot services - the ratio of the Freight in the regasification period expressed in kWh and the number of hours in the regasification period.
- 7.1.4 The Average Regasification Capacity for each Terminal User who uses long-term Regasification Services may not be lower than 1,892,700 kWh/h and higher than the Contracted Capacity, subject to item 7.1.5.
- 7.1.5 The Average Regasification Capacity of the Terminal User whose Regasification Contract allows for the submission of the Notice of Readiness referred to in item 6.2.8 within a period longer than 24 hours after the commencement of the Time Frames of Calls of given Tanker, shall be reduced in relation to the Contracted Capacity by 5% for each subsequent 24 hours (for example - the Regasification Contract allows the submission by the Tanker captain of the Notice of Readiness within 24 hours - the Average Regasification Capacity may be up to 100% of the Contracted Capacity; the Regasification Contract allows the submission by the Tanker captain of the Notice of Readiness within 48 hours - the Average Regasification Capacity may be up to 95% of the Contracted Capacity).
- 7.1.6 The Operator shall determine the Contracted Capacity and the Minimum Regasification Capacity for the Terminal Users, taking into account:
- 7.1.6.1 the Contracted Capacity specified in the Regasification Services request or the Spot Request,
 - 7.1.6.2 the Contracted Capacities included in the Regasification Contracts,
 - 7.1.6.3 the orders for the Contracted Capacity referred to in item 7.1.7;
 - 7.1.6.4 the frequency of calls of Tankers and the size of Freights, assuming the most optimal use of the Terminal;
 - 7.1.6.5 ensuring of the continuity of the regasification process within the limits specified in item 7.1.2.
- 7.1.7 Terminal Users using long-term Regasification Services may place to the Operator orders for additional Average Regasification Capacity or additional Contracted Capacity for the next Gas Year, and in the case of long-term contracts concluded for a fixed period, also for subsequent Gas Years, or request the reduction of the Contracted Capacity in accordance with the procedure set out in item 7.2. The Contracted Capacity may not be lower than the Average Regasification Capacity. Based on an order, a Terminal User may increase the Average Regasification Capacity in a given Gas Year up to the Contracted Capacity, provided that the Terminal User simultaneously shortens the Time Frames of Calls in a given Gas Year to 24 hours. In such a case, the Terminal User presents to the Operator a draft Framework Schedule of Calls taking into account such a change.
- 7.1.8 By 30 September of a given Gas Year, the Operator shall determine the Contracted Capacity for the Terminal Users using long-term Regasification Services for the next Gas Year:
- 7.1.8.1 in the event of failure to submit an order for additional Contracted Capacity in accordance with item 7.1.7, the Contracted Capacity will be equal to the Contracted Capacity specified in the Regasification Contract;

- 7.1.8.2 the allocated Contracted Capacity will be consistent with the Terminal User's order;
- 7.1.8.3 not higher than the Contracted Capacity of the Terminal, to which the User is entitled at the entry point to the Transmission System, at the connection with the Terminal.
- 7.1.9 By 30 September of a given Gas Year, the Operator shall determine the Minimum Regasification Capacity for the Terminal Users using long-term Regasification Services for the next Gas Year. The Minimum Regasification capacity shall be determined for a given User as the product of 1,261,800 kWh/h and the quotient of the Contracted Capacity allocated to given Terminal User and the sum of the Contracted Capacity of the Terminal Users who use long-term regasification services.

$$Q_{min} = 1,261,800 \text{ kWh/h} \times \frac{Q_{SI}}{\sum_{i=1}^n Q_{SI}}$$

Q_{min} - the Minimum Regasification Capacity of a given Terminal User

Q_{SI} - the Contracted Capacity of a given Terminal User

- 7.1.10 During the determination of the Contracted Capacity for spot services, the provisions of items 7.1.5 and 7.1.8.2 shall apply accordingly.
- 7.1.11 If the quantity of unloaded LNG, the frequency of the calls of Tankers, and the quantities of Fuel Gas specified in the Nominations do not allow to maintain the Minimum Regasification Capacity set for a given Terminal User, the Terminal User shall be liable towards the Operator on the terms specified in the Regasification Contract for any resulting losses suffered by the Operator or other Terminal Users, and resulting in particular from the need to limit or suspend and restart the Terminal, including the costs of LNG purchase, all compensations, discounts that may be demanded by third parties from the Operator, all costs incurred in connection with the restoration of proper operation of the Terminal and any damage to the technical infrastructure of the Terminal.

7.2 Changing of the Capacity

- 7.2.1 By 15 July of a given Gas Year, the Terminal User may submit a request to the Operator for a change in the scope specified in item 7.1.7. The Terminal User should attach to the request the documents specified in item 4.3.4.4.5.
- 7.2.2 The Operator shall consider the request referred to in item 7.2.1 taking into consideration:
 - 7.2.2.1 the Regasification Contracts that are currently executed,
 - 7.2.2.2 previously submitted Regasification Service requests or the requests referred to in item 7.2.1.
- 7.2.3 The order in which the requests are considered is determined by the date of submission of a complete request that has successfully passed the formal and legal verification process. In case of requests submitted on the same day, the order in which they are considered will be determined by the order of receipt by the Operator's office or the order of registration in an IT system, if such is implemented.
- 7.2.4 By 5 October, the Operator will notify the Terminal User of the change of the capacity or the inability to change the capacity.

- 7.2.5 The Operator may refuse to change the capacity if the conditions specified in items 4.3.5.1, 4.4.6 or 7.1.4 are not met. The provisions of item 7.1.8.3 shall apply accordingly.
- 7.2.6 A change of the Contracted Capacity or the Average Regasification Capacity requires confirmation in the form of an annex to the Regasification Contract, subject to be otherwise null and void, subject to the provisions of item 11.2.19.7.

7.3 Nominations

- 7.3.1 In order to perform the Regasification Contract, the Terminal User reports in the Nominations the quantities of Fuel Gas to be delivered to the Exit Point. The Nominations can be modified according to the re-nomination procedure. A re-nomination approved in accordance with the provisions of the Terminal Code shall obtain the status of an Approved Nomination.
- 7.3.2 In the Nominations and re-nominations, the quantities of Fuel Gas will be specified in kWh.
- 7.3.3 The Nominations will be submitted on a daily basis.
- 7.3.4 The quantities of Fuel Gas specified in the Nominations should be determined so that the Unloaded Quantity of LNG is regasified and sent to the Exit Point by the date of arrival of the next Tanker in the period resulting from the Average Regasification Capacity specified in the Regasification Contract and the relevant provisions of item 5 of the Terminal Code, while not exceeding the Contracted Capacity and the Minimum Regasification Capacity. If there are technical capabilities, the Operator may allow earlier or later unloading of the next Tanker of a given user in relation to the condition specified in the preceding sentence.
- 7.3.5 If the Terminal User becomes aware of the possibility of a delay in the call of a Tanker at the Unloading Station in relation to the time specified in the monthly Schedule of Calls, it shall immediately notify the Operator of this fact and, if necessary, submit appropriate re-nominations.
- 7.3.6 The Nominations and re-nominations submitted by the Terminal User should take into account planned works on the installation specified by the Operator in accordance with item 10, as well as the limitations and suspensions introduced at the Terminal by the Operator in accordance with the Terminal Code or in the Transmission System by the TSO in accordance with the TNC.
- 7.3.7 If the Operator is informed by the TSO, also in a different manner than the one specified in item 7.4, the Operator shall immediately notify the Terminal User of the lack of the possibility to transmit the quantity of Fuel Gas specified in the Nomination. Within 2 hours of receiving the above-mentioned information, the Terminal User shall be obliged to adjust the Nomination and submit the re-nomination to the Operator.
- 7.3.8 The Nomination received by the Operator shall constitute the basis for the process of approving the Nomination by the Operator and the TSO.
- 7.3.9 Nominations and re-nominations, as well as the information on their approval shall be submitted in accordance with the procedures and on the terms specified in item 12.
- 7.3.10 The Operator forward the Nominations received from the User to the TSO.
- 7.3.11 The Nominations shall specify the quantities of Fuel Gas transferred to the Exit Point for each Gas Day.
- 7.3.12 The daily quantities of Fuel Gas specified in the Nominations and re-nominations may not:

- 7.3.12.1 exceed the maximum quantities defined as 24 times the applicable Contracted Capacity;
- 7.3.12.2 be lower than the minimum quantities defined as 24 times the applicable Minimum Regasification Capacity.
- 7.3.13 The hourly quantities of Fuel Gas included in the daily Nominations may be changed not more frequently than every four (4) hours, unless the Operator agrees otherwise. The Operator will agree to a more frequent change if the difference in the quantity of Fuel Gas to be delivered to the Exit Point reported in the Nominations in each subsequent hour does not exceed 1,676,550 kWh.
- 7.3.14 The Terminal User shall submit the Nominations to the Operator by 2:00 PM on the Gas Day preceding the Gas Day, to which given Nomination applies. If the Terminal User submits more than one Nomination, the Operator shall consider the last received one.
- 7.3.15 The Operator shall notify the Terminal User of the approval or rejection of the Nomination by 4:00 PM on the Gas Day preceding the Gas Day, to which the Nomination applies.
- 7.3.16 A Nomination may be rejected when:
 - 7.3.16.1 The daily quantities of Fuel Gas included in the Nomination exceed the maximum quantity defined as 24 times the applicable Contracted Capacity;
 - 7.3.16.2 The daily quantities of Fuel Gas included in the Nomination are lower than the minimum quantity defined as 24 times the applicable Minimum Regasification Capacity;
 - 7.3.16.3 The quantities of Fuel Gas specified in the Nomination are inconsistent with the Process Storage Programme binding upon the Terminal User. If the Terminal has technical capabilities, the Operator may accept a Nomination that does not meet the above condition;
 - 7.3.16.4 The daily quantities of Fuel Gas included in the Nomination do not take into account the limitations introduced by the Operator or the TSO, planned works on the installation or an Emergency Situation;
 - 7.3.16.5 The capacity changes in the daily quantity of Fuel Gas submitted in the Nomination occur more frequently than every four (4) hours, unless the Operator agrees otherwise, in particular in the case indicated in item 7.3.13, second sentence.
- 7.3.17 In case of rejection of a Nomination, the Operator shall provide the reasons for the rejection.
- 7.3.18 In case of rejection of a Nomination within the time limit referred to in item 7.3.15, the Terminal User shall provide the Operator with the corrected Nomination by 5:00 PM on the Gas Day preceding the Gas Day, to which the Nomination applies.
- 7.3.19 The Operator will notify the Terminal User of the approval or rejection of the corrected Nomination by 7:00 PM on the Gas Day preceding the Gas Day, to which the Nomination applies.
- 7.3.20 If the Parties fail to agree on the Nomination in the manner specified above, the Operator shall accept the value specifying the quantity of Fuel Gas at the level of the Minimum Regasification Capacity as the Approved Nomination, taking into account the limitations and suspensions referred to in items 7.3.4, 7.3.6, 7.3.16 and 7.4.2. The Operator shall provide to the Terminal User the information about the Approved Nominations by 7:00 PM.

- 7.3.21 If the Terminal User fails to provide to the Operator the Nomination for the next Gas Day within the time limit specified in item 7.3.14, the Operator will accept the Nomination specifying the quantities of Fuel Gas at the Minimum Regasification Capacity as one submitted by the Terminal User.
- 7.3.22 When unloading the Tanker, the nominations may not be lower than 1,892,700 kWh/h. If necessary, the Operator shall inform the Terminal User about the necessity to submit a re-nomination.

7.4 Checking the compliance of the Nominations in the Transmission System

- 7.4.1 The nominations submitted by the Terminal User should be consistent with the corresponding Nominations in the Transmission System.
- 7.4.2 In case of non-compliance of the Nominations referred to in item 7.4.1, the so-called "lesser rule" will be applied, which means the reduction of the streams in both systems to the smaller value of comparable Nominations.
- 7.4.3 In the situation referred to in item 7.4.2, the Operator shall accept the Nomination specifying the quantities of Fuel Gas determined in accordance with the provisions of item 7.4.2 as the Approved Nomination, taking into account the case described in item 7.3.20, the Operator shall provide to the Terminal User the information on the Approved Nominations in accordance with the above provisions.

7.5 Re-nominations

7.5.1 General provisions

- 7.5.1.1.1 The Terminal User may re-nominate the daily quantities of Fuel Gas reported in the Nomination from 4:00 PM on the Gas Day preceding the Gas Day, to which the re-nomination relates. The re-nomination of the hourly quantities of Fuel Gas may be submitted not later than six (6) hours before the first hour, for which the Nomination is to be changed, unless the Operator agrees otherwise. The Operator will agree to a more frequent change if the difference in the quantity of Fuel Gas to be delivered to the Exit Point reported in the Nominations in each subsequent hour does not exceed 1,676,550 kWh.
- 7.5.1.2 At the same time, re-nominations should be submitted in such a way that the difference in the quantity of Fuel Gas to be delivered to the Exit Point between the last hour of the Gas Day, to which the re-nomination relates, and the first hour of the next Gas Day is not greater than 1,117,700 kWh, if the deadline of six (6) hours mentioned at the beginning of this section is not kept. Notwithstanding the foregoing, the re-nomination of the hourly quantities of Fuel Gas in no case can be submitted later than two (2) hours before the first hour, for which the Nomination will be changed. In the event of multiple re-nominations in a given Gas Day, the last submitted re-nomination will be considered.
- 7.5.1.3 Within two (2) hours of receiving the re-nomination, the Operator shall notify the Terminal User of the acceptance or rejection of the re-nomination, stating the reasons of its possible rejection.
- 7.5.1.4 The re-nomination may be rejected for the reasons listed in item 7.3.16, which shall apply accordingly.
- 7.5.1.5 In case of rejection of a re-nomination referred to in item 7.5.1.3, the Terminal User shall send a corrected re-nomination, taking into account the reasons for rejection stated by the Operator.

- 7.5.1.6 If the Operator rejects the re-nomination referred to in item 7.5.1.5, the Nomination recently approved by the Operator shall be binding upon the Parties, subject to item 7.3.20.
- 7.5.1.7 The Operator may change the Nomination or re-nomination of the Terminal User in exceptional cases and in emergency situations, when there is a clear threat to the operational safety of the LNG Terminal or the safety and stability of the Transmission System. The Operator shall notify the President of the ERO of taking of each such action.
- 7.5.1.8 A change of a nomination or re-nomination of a Terminal User may take place after prior notification of the Terminal User and publishing the information on the limitations introduced by the Operator and the date and size of the change, and such change may take place not earlier than with the first full hour following the hour at which the Terminal User was notified.

7.5.2 Checking the compliance of re-nominations in the Transmission System

- 7.5.2.1 The re-nominations submitted by the Terminal User should be consistent with the corresponding Nominations (re-nominations) in the Transmission System.
- 7.5.2.2 In case of non-compliance of the re-nominations referred to in item 7.5.2.1, the so-called “lesser rule” will be applied, which means the reduction of the streams in both systems to the smaller value of comparable re-nominations.
- 7.5.2.3 In the situation referred to in item 7.5.2.2, the Operator shall accept the re-nomination specifying the quantities of Fuel Gas determined in accordance with the provisions of item 7.5.2.2 as the approved re-nomination, the Operator shall provide to the Terminal User the information on approved re-nominations within two (2) hours of the receipt of the re-nominations.

7.6 Allocation

7.6.1 At Exit Point

- 7.6.1.1 The Operator shall determine the quantities of Fuel Gas (expressed in energy units - kWh) delivered to the Terminal User at the Exit Point.
- 7.6.1.2 The hourly quantities of Fuel Gas delivered to the Exit Point are the quantities specified in the last Approved Nomination or Re-nomination for a given Gas Day for a given Terminal User.

7.6.2 At Exit Point_{RT}

- 7.6.2.1 The quantities of LNG (kWh) delivered to the Terminal User at the Exit Point RT as part of the Additional Service are determined based on the “Report on the LNG Road Tanker filling”.

7.7 Principles for determining the quantity and the quality parameters of Fuel Gas delivered to the Exit Point

- 7.7.1 The quantities of Fuel Gas transferred to the Transmission System at the Exit Point are determined based on the results of the measurements performed in accordance with the provisions of the TNC and the allocation principles described in item 7.6.
- 7.7.2 The measurement of the quantity of Fuel Gas and its quality parameters at the Exit Point is performed at the measurement station.

- 7.7.3 If the possibility of delivering Fuel Gas of quality inconsistent with the requirements of the TNC is found, the Operator is obliged to immediately inform the Terminal User about the possibility of such a situation.

7.8 Method of settlement of the quantity of LNG consumed in the regasification process

- 7.8.1 The rules for settling the quantity of LNG consumed by the Operator in the regasification process are specified in the Tariff.

7.9 Rules for purchasing Fuel Gas for the Operator's purposes

- 7.9.1 The Operator may purchase LNG or Fuel Gas for its own purposes from:

7.9.1.1 the Terminal Users,

7.9.1.2 energy companies and other suppliers trading in LNG or Fuel Gas.

- 7.9.2 During the Regasification Period equal to the Gas Year, the Operator may purchase, and the Terminal User undertakes to sell to the Operator, Fuel Gas in the quantity up to 2.5% (two and a half percent) of the Unloaded Quantities of LNG against an advance payment VAT invoice issued by Terminal User at the end of the Gas Month, in which the Operator makes the purchase. The Operator will be obliged to pay the VAT invoice within 14 (fourteen) days from the date of receipt of the invoice from the Terminal User.

- 7.9.3 The Operator will purchase LNG or Fuel Gas from the Terminal User at the Gas Reference Price or at a price equal to the documented costs of its acquisition. The Terminal User will make the decision on the choice of one of the above-mentioned price determination methods.

- 7.9.4 The Terminal User shall issue the invoice within four (4) days and deliver it to the Operator.

7.10 Collection of the Unloaded Quantity of LNG

- 7.10.1 For each Tanker planned in the Schedules of Calls, the Terminal User is obliged to collect the quantity of Fuel Gas or LNG corresponding to the Unloaded Quantities of LNG from a given Tanker (less LCR) in the period resulting from the quotient of the Freight of a given Tanker (less LCR) and the Average Regasification Capacity, rounded up to full Gas Days, counted from the beginning of the Gas Day commencing on the first day of the Time Frames of Calls, regardless of the commencement of the Laytime of a given Tanker, subject to item 4.1.5 and the Terminal User's obligation to ensure the Minimum Regasification Capacity.

- 7.10.2 The Terminal User is obliged to submit appropriate Nominations in order to collect the entire Unloaded Quantity of LNG.

- 7.10.3 In the event that the Terminal User fails to submit a Nomination for the collection of Fuel Gas or fails to collect LNG as part of the LNG Reloading service to Road Tankers in accordance with item 7.10.1, and the Process Storage Programme established for this Terminal User, for reasons attributable to such Terminal User, which results in the Terminal User's failure to observe the Process Storage Programme in a way that prevents unloading the Freight of another Terminal User, and the actions taken by the Parties referred to in items 5.4.8 and 5.4.9 still do not make it possible to unload such Freight, the Operator, subject to items 5.4.8 and 5.4.9, may take over the title to such quantity of LNG or Fuel Gas that causes this impossibility for 90% of the Gas Reference Price. The Operator shall immediately notify the Terminal User of its intention to take over the title to LNG or Fuel Gas. The Terminal User may submit clarifications regarding the failure to collect Fuel Gas or LNG and agree with the Operator on the steps to be taken in order to collect its and have the Operator's decision changed. The provisions of the Civil Code on sales shall apply to the scope not covered by this item. This

provision shall not apply if another Regasification Contract is concluded between the Parties, constituting the basis for further Process Storage and regasification by the Operator of the quantity of LNG left by the Terminal User at the Terminal.

8. ADDITIONAL SERVICES

8.1 General Provisions

- 8.1.1 The Terminal User who uses the Regasification Services may submit a request for the allocation of Additional Services (RT Request, DPS Request, DCC Request in accordance with the Terminal Code and the Regasification Contract).
- 8.1.2 The Operator provides such Additional Services as LNG reloading to road tankers, Distributed Process Storage, Distributed Contracted Capacity.
- 8.1.3 After the planned expansion of the Terminal in the result of the implementation of the Świnoujście LNG Terminal Availability Procedure 2020, the Additional Services will also include:
 - 8.1.3.1 loading of Tankers moored to the new Unloading Station;
 - 8.1.3.2 loading of Tankers moored to the new "small scale" Unloading Station;
 - 8.1.3.3 bunkering of smaller vessels moored to the new Unloading Station using LNG as fuel;
 - 8.1.3.4 transshipment.
- 8.1.4 The services listed in item 8.1.3 will be described in detail in items 8.5 - 8.8 of the Terminal Code as a part of the next update of its content and in the relevant manuals, in particular in the Marine Operations Manual.
- 8.1.5 The requests for the allocation of the capacity for Additional Services shall be processed in the order of their receipt.

8.2 Reloading to road tankers

- 8.2.1 The Terminal User may submit a request for the service of LNG reloading to road tankers in the quantities made available at a given time by the Operator, which is within the capacity of the installation for reloading to road tankers (RT Request). The Operator shall publish the information on the free capacity that can be made available on the Operator's website.
- 8.2.2 The RT Request may be submitted at any time by a Terminal User who has a Regasification Contract concluded with the Operator. The RT Request is submitted in the form of a completed and signed RT Request form and sent in accordance with the provisions of item 12.1.3. The RT Request should be submitted not later than 21 days before the first day, to which the RT Request relates, and it should be applicable to the maximum of 12 Gas Months of provision of this service. Notwithstanding the foregoing, the Terminal User may submit a request for the provision of the service of LNG Reloading to road tankers in accordance with item 4.3.4.2, in particular in case of a request covering a period longer than 12 Gas Months.

- 8.2.3 If no free capacity is available or if the Terminal has no technical capabilities enabling the allocation of the capacity for LNG reloading to road tankers in accordance with the submitted RT Request, the Operator will inform the Terminal User about the impossibility of allocating the capacity for LNG reloading to road tankers within up to 7 days from the submission of the RT Request.
- 8.2.4 Within the time limit referred to in item 8.2.3, the Operator shall notify the Terminal User of the allocation of the capacity for LNG reloading to road tankers, if such allocation is possible. The allocation of the capacity for LNG reloading to road tankers takes place upon the delivery to the Terminal User of a scan of the document containing the acceptance of the RT Request by the Operator, i.e. the AC Order. The information on granting the AC Order will be sent to the e-mail address provided in the Regasification Contract. The AC Order, a document to the Regasification Contract which is of an executive nature, does not constitute an amendment to the Regasification Contract, nor does it require the Parties to the Regasification Contract to conclude any separate written agreement.
- 8.2.5 The Terminal User shall notify the Operator of the quantities of LNG planned for a given week to be reloaded to road tankers, broken down into individual Gas Days.
- 8.2.6 The Terminal User and the Operator, based on the information referred to in item 8.2.5, will agree on weekly road tanker loading schedules every Friday, before the week, to which the information relates.
- 8.2.7 Reloading of LNG to road tankers will be carried out within the number of weekly or daily (for Gas Days) Road Tankers loading windows specified in the Regasification Contract.
- 8.2.8 During reloading of LNG to an LNG Transport Set, the Terminal User will be obliged to follow the provisions of law, including the Act on carriage of dangerous goods of 19 August 2011 (Journal of Laws of 2020, item 154, as amended), the implementing acts issued to the Act, and the European Agreement on the International Carriage of Dangerous Goods by Road (ADR).
- 8.2.9 The Terminal User shall in particular ensure that the driver and the LNG Transport Set will comply with the legal requirements, including those resulting from the provisions set out in item 8.2.8.
- 8.2.10 Each new LNG Transport Set shall be assessed in accordance with the authorisation procedure, the purpose of which is to verify the compliance of the equipment with the loading installation and the safety requirements in force at the Terminal.
- 8.2.11 The assessment will be carried out by the Operator based on the application for authorisation submitted by the Terminal User in accordance with the Manual of Authorisation and LNG Loading to Road Tankers, published on the Operator's website.
- 8.2.12 The Terminal User shall in particular ensure that:
- 8.2.12.1 the required documentation accompanies the LNG Transport Set;
 - 8.2.12.2 the LNG Transport Set has no defects or shortage of equipment;
 - 8.2.12.3 after the completion of LNG reloading, there are no leaks from or lack of tightness of the LNG Transport Set, etc.;
 - 8.2.12.4 the date of the next technical inspection for the LNG Transport Set has not expired;
 - 8.2.12.5 the required signs and warning stickers are on the LNG Transport Sets;

- 8.2.12.6 the maintenance of the Road Tankers and their equipment is carried out in a way that guarantees that in normal conditions of use the LNG Transport Set will meet the ADR requirements until the next inspection;
- 8.2.12.7 additional inspections of the LNG Transport Set are carried out if there is a suspicion that the safety of the road tanker or its equipment has been compromised as a result of repairs, modifications or an accident.
- 8.2.13 The Operator may refuse to reload LNG to an LNG Transport Set if the requirements referred to in items 8.2.1, 8.2.7 or 8.2.10 are not fulfilled.
- 8.2.14 The consent for the entry of the LNG Transport Set to the filling zone will be provided by the Operator's representative.
- 8.2.15 Before entering the fuel loading zone, the Operator's representative will check the driver's qualifications, including the ADR certificate. The Operator's representative will check the documentation, in particular the documents of the LNG Transport Set, the certificate of approval of the vehicle for transport, making sure that the next inspection date has not elapsed and that the LNG Transport Set is approved for the transport of LNG. In justified cases, before entering the filling zone, the Operator's representative will be also entitled to call the relevant services to submit the driver to a breathalyser test.
- 8.2.16 The Terminal User shall ensure that required by law notifications of the LNG transport using the LNG Transport Set are made to the competent authorities.
- 8.2.17 If the technical condition of the LNG Transport Set is questionable, or if there is no required documentation, or if the driver does not have the appropriate qualifications to operate the LNG Transport Set installation, the Operator's representative will refuse to load LNG on the Set.
- 8.2.18 Having checked the driver's qualifications and the documentation of the LNG Transport Set, the Operator's representative and the driver of the LNG Transport Set will fill in the tanker and sign the of control activities check list.
- 8.2.19 The driver must have up-to-date OHS and fire protection training that is in force at the Terminal.
- 8.2.20 There may only be three LNG Transport Sets at a time in the filling zone.
- 8.2.21 Before starting loading, the LNG Transport Set must be weighed.
- 8.2.22 When filling the LNG Transport Set, the maximum permissible level of filling or the maximum permissible mass of contents per one litre of the capacity of the LNG Transport Set (resulting from the ADR regulations and the documentation of the transport tank) should be observed.
- 8.2.23 When preparing the LNG Transport Set for the transport, the Terminal User will ensure that the signs required by the provisions of law are placed on the road tankers and on the vehicles.
- 8.2.24 After the end of loading, the LNG Transport Set will be weighed repeatedly. A weight confirmation report will be prepared for weighing and it will be signed by the representatives of the Operator and the Terminal User.
- 8.2.25 The quality parameters of LNG reloaded on the Road Tankers will be determined based on the measurements made at the Terminal using a chromatograph. These parameters will be confirmed with the LNG Quality Certificate issued by the Operator. The quality parameters of the LNG reloaded on the Road Tankers will fall within the range indicated in the table in item 3, subject to the possibility of reloading LNG with other quality

parameters, in the case of accepting the Freight in the situation referred to in item 6.6.3, or in the situation described in item 6.6.4.

- 8.2.26 The Operator will act as the filling party, a participant in the carriage of dangerous goods, according to the ADR agreement.
- 8.2.27 The filling party issues and gives to the driver a report on filling of the LNG Road Tanker, the confirmation of the weight of the Set and a valid gas quality certificate.
- 8.2.28 Unless the parties have agreed otherwise in writing, the Terminal User or the entity indicated by the Terminal User acting as the Consignor, according to the ADR agreement, shall be responsible for the preparation of the transport documents, including the international consignment note (CMR) in accordance with the ADR agreement.
- 8.2.29 After the end of loading, the LNG Transport Set will immediately leave the filling station.
- 8.2.30 The Manual of Authorisation and LNG Loading to Road Tankers also specifies other detailed operating rules regarding the LNG Road Tankers Reloading service (e.g. regarding the tanker authorisation, tanker/ISO-container planning in the loading schedules), to comply with which the Parties undertake.

8.3 Distributed Process Storage

- 8.3.1 The Distributed Process Storage is provided by the inclusion of the Process Storage Programme of a Terminal User the right of this Terminal User to the Process Storage of an additional quantity of LNG in the Terminal's tanks on specific Gas Days.
- 8.3.2 The Operator will allocate Distributed Process Storage to the Terminal User on the terms set out below to the request submitted by the Terminal User for the allocation of Distributed Process Storage (DPS Request), unless the Terminal has no technical capabilities to enable such allocation.
- 8.3.3 The DPS Request will be submitted in the form of a signed document specifying the Gas Days and the quantities of LNG for each of such days, during which the Distributed Process Storage service is to be provided, which will be sent in accordance with the provisions of item 12.1.3. The DPS Request should be submitted not later than 2 (say: two) Business Days before the first day, to which the DPS Request relates, unless the Operator, as part of the current operational arrangements made via electronic correspondence, agrees to the submission of the DPS Request at a different date. The Terminal User may stipulate in the DPS Request that it is interested in the provision of the Distributed Process Storage service in whole or up to a specified portion thereof.
- 8.3.4 If the Terminal has no technical capabilities enabling the allocation of the Distributed Process Storage capacity in accordance with the submitted DPS Request, the Operator shall immediately inform the Terminal User about the impossibility of allocation of the capacity for the Distributed Process Storage.
- 8.3.5 The allocation of the capacity for Distributed Process Storage takes place upon the delivery to the Terminal User of a scan of the document containing the acceptance of the DPS Request by the Operator. The information on granting the DPS Order will be sent to the e-mail address provided in the Regasification Contract. The DPS Order, a document to the Regasification Contract which is of an executive nature, does not constitute an amendment to the Regasification Contract, nor does it require the Parties to the Regasification Contract to conclude any separate written agreement.
- 8.3.6 The Terminal User may request the cancellation or the amendment of the DPS Order not later than 1 (say: one) Business Day before the commencement of the Gas Day, to which the DPS Order relates, unless the Operator, as part of the current operational arrangements made via electronic correspondence, agrees to the cancellation or

amending of the DPS Order at a different date. In the event of cancellation of a DPS Order, the Terminal User shall not incur any fees for Distributed Process Storage allocated in this DPS Order.

8.4 Distributed Contracted Capacity

- 8.4.1 The Distributed Contracted Capacity is provided at the request of the Terminal User and only if the Terminal has technical capabilities in this regard. The Operator may allocate Distributed Contracted Capacity, i.e. additional capacity exceeding the Contracted Capacity already available to the Terminal User, to the Terminal User for a specified period within the confines of the technical capacity of Terminal available in a given period.
- 8.4.2 The Operator will allocate Distributed Contracted Capacity to the Terminal User on the terms set out below to the request submitted by the Terminal User for the allocation of the Distributed Contracted Capacity (DCC Request), unless the Terminal has no technical capabilities to enable such allocation.
- 8.4.3 The DCC Request will be submitted in the form of a signed document specifying the amount of the Distributed Contracted Capacity and the Gas Days, during which the Distributed Contracted Capacity service is to be provided, which will be sent in accordance with the provisions of item 12.1.3. The DCC Request should be submitted not later than 2 (say: two) Business Days before the first day, to which the DCC Request relates, unless the Operator, as part of the current operational arrangements made via electronic correspondence, agrees to the submission of the DCC Request at a different date. The Terminal User may stipulate in the DCC Request that it is interested in the provision of the Distributed Contracted Capacity service in whole or up to a specified portion thereof.
- 8.4.4 If the Terminal has no technical capabilities enabling the allocation of the Distributed Contracted Capacity in accordance with the submitted DCC Request, the Operator shall inform the Terminal User about the impossibility of allocation of the Distributed Contracted Capacity.
- 8.4.5 The allocation of the Distributed Contracted Capacity takes place upon the delivery to the Terminal User of a scan of the document containing the acceptance of the DCC Request by the Operator. The information on granting the DCC Order will be sent to the e-mail address provided in the Regasification Contract. The DCC Order, a document to the Regasification Contract which is of an executive nature, does not constitute an amendment to the Regasification Contract, nor does it require the Parties to the Regasification Contract to conclude any separate written agreement.
- 8.4.6 The Terminal User may request the cancellation or the amendment of the DCC Order not later than 1 (say: one) Business Day before the commencement of the Gas Day, to which the DCC Order relates, unless the Operator, as part of the current operational arrangements made via electronic correspondence, agrees to the cancellation or amending of the DCC Order at a different date. In the event of cancellation of a DCC Order, the Terminal User shall not incur any fees for the Distributed Contracted Capacity allocated in this DCC Order.

8.5 Loading of Tankers moored to the new Unloading Station

- 8.5.1 According to the assumptions, the service will include loading of a Tanker with the overall length of ca. 110 m to ca. 320 m and draft up to 12.5 m, and cargo storage volume from ca. 7,500 m³ to ca. 220,000 m³ of LNG.
- 8.5.2 The capacity allowing loading of LNG to a Tanker will be maximum of 4 K m³ of LNG/h.

8.6 Loading of Tankers moored to the new "small scale" Unloading Station

8.6.1 According to the assumptions, the service will include loading of a Tanker with the overall length of ca. 50 m to ca. 110 m and maximum draft up to 7 m, and cargo storage volume from ca. 500 m³ to ca. 7,500 m³ of LNG.

8.6.2 The capacity allowing loading of LNG to a tanker will be maximum of 1 K m³ of LNG/h.

8.7 Bunkering of smaller vessels moored to the new Unloading Station using LNG as fuel

8.7.1 According to the assumptions, the service will include loading of fuel directly onto the ship from station 2 with the capacity of 50 m³/h.

8.8 Transshipment

8.8.1 According to the assumptions, the service will include:

8.8.1.1 providing the existing Unloading Station and one of the new Unloading Stations for mooring and LNG transfer between Tankers;

8.8.1.2 providing the infrastructure required for the purposes of this process.

9. INVOICING AND PAYMENTS FOR SERVICES

9.1 Types of invoices

9.1.1 The fees for the provision of the services are calculated according to applicable Tariff or the Operator's Price List and the documents specified in the Terminal Code.

9.1.2 The Operator issues invoices in accordance with applicable law.

9.1.3 The Operator issues in particular the following types of invoices:

9.1.3.1 preliminary invoice - issued by the Operator for Regasification Services in a given Settlement Period based on the number of LNG Freights specified for a given Settlement Period in the Schedule of Calls, Spot Order and Contracted Capacity,

9.1.3.2 primary invoice - correcting the proforma invoice and issued by the Operator for Regasification Services and Additional Services performed during the Settlement Period on the basis of the Commercial Settlement Report,

9.1.3.3 invoice for additional activities - issued by the Operator after the service has been performed, based on additional costs incurred by the Operator within the confines of the provision of services,

9.1.3.4 correcting invoice - issued in the event of errors in settlement and invoicing, and in the event of the acceptance of the complaint submitted by the Terminal User,

9.1.3.5 interest note - issued by the Operator in the event of exceeding of the payment dates by the Terminal User.

9.2 Monthly settlements and invoicing of provided Regasification Services

9.2.1 The Operator shall issue a preliminary invoice by the seventh (7th) day of the Settlement Period. The amount of the preliminary invoice is calculated as the sum of 100% of the fixed fee calculated on the basis of the applicable Contracted Capacity and 50% of the variable fee for the Regasification Service, established based on the monthly quantity of LNG Freights specified in the Schedule of Calls or Spot Order.

- 9.2.2 In the period of two (2) Days after the end of a given settlement period, the operator shall prepare and submit to the Terminal User the Commercial Settlement Report for the services provided in the settlement period, which will specify in particular:
- 9.2.2.1 the quantities of Fuel Gas assigned to the Terminal User as transferred to the Exit Point,
 - 9.2.2.2 the quantities of LNG reloaded to Road Tankers,
 - 9.2.2.3 the scope and type of Additional Services, other than those listed in item 9.2.2.2, allocated to the Terminal User in a given Settlement Period.
- 9.2.3 By the fourth (4th) Business Day after the Settlement Period, the Commercial Settlement Report shall be agreed and signed by the Parties.
- 9.2.4 If the Terminal User does not authorise its representatives to agree the settlement report or its representatives unreasonably refuse to sign the report, it will be signed unilaterally by the Operator's representative.
- 9.2.5 By the third (3rd) Business Day after the deadline specified in item 9.2.3, the Operator, based on the Commercial Settlement Report signed by the Parties, will issue the primary invoice for the Regasification Service and the Additional Services provided during the Settlement Period, which will be a correction of the preliminary invoice.
- 9.2.6 By the third (3rd) Business Day after the deadline specified in item 9.2.3, the Operator will issue the invoice for additional activities, covering the additional costs incurred by the Operator within the confines of the provision of the service during the Settlement Period.

9.3 Rules for sending and receiving invoices

- 9.3.1 Invoices issued by the Operator along with the attachments constituting the basis for their issuing will be sent:
- 9.3.1.1 by registered mail, or
 - 9.3.1.2 electronically, under signed declaration of acceptance of invoices sent electronically, or
 - 9.3.1.3 delivered otherwise with the acknowledgement of receipt,

to the Terminal User's address or the e-mail addresses indicated in the Regasification Contract.

- 9.3.2 The Terminal User will send the invoice referred to in item 7.9.4 by registered mail or by other means, with acknowledgement of receipt, to the Operator's address indicated in the Regasification Contract.
- 9.3.3 The Parties agree that an invoice sent to the address indicated in the Regasification Contract will be deemed to be effectively delivered.

9.4 Payment method and payment dates

- 9.4.1 The amounts resulting from the invoices are payable by transfer to the Operator's bank account indicated in the Regasification Contract.
- 9.4.2 The payment date of the invoices listed in item 9.2 is fourteen (14) days from the date of the receipt of the invoice from the Operator by the Terminal User.
- 9.4.3 The date, on which the of payment of the amount due will be considered to have been made will be the date of crediting the Operator's bank account.

- 9.4.4 Each payment made by the Terminal User will be credited towards the oldest amounts due, and, in the first place, towards the statutory interest.
- 9.4.5 The invoice for the sale of natural gas referred to in item 7.9.4 shall be paid within fourteen (14) days of the delivery of the invoice to the Operator. The Terminal User agrees to the settlement of the purchase value by deducting it from the remuneration due to the Operator.

9.5 Exceeding of payment dates

- 9.5.1 Untimely payment by the Terminal User of its financial liabilities shall result in charging of statutory interest for each day of the delay. The amount of charged statutory interest will be payable against an interest note issued by the Operator within seven (7) days from the date of the delivery of such note to the Terminal User.
- 9.5.2 If the Terminal User is late with payment, the Operator may use the security specified in the Terminal Code.
- 9.5.3 The termination of a contract shall not release the Terminal User from the obligation to pay all amounts due together with the interest.
- 9.5.4 Complaints regarding invoices should be reported by the Terminal User the latest within seven (7) Business Days of the receipt of given invoice.
- 9.5.5 In case of a complaint concerning arithmetical errors in an invoice, the Terminal User shall be obliged to timely pay the correctly calculated and agreed with the Operator amount.
- 9.5.6 Reporting a different complaint by the Terminal User than one regarding arithmetical errors shall not release the Terminal User from the obligation to pay the due amounts resulting from the invoices.
- 9.5.7 The Operator shall be obliged to consider a complaint within fourteen (14) days from the date of its receipt.
- 9.5.8 If the complaint is accepted, the Operator shall issue a correcting invoice within seven (7) Business Days from the date of acceptance of the complaint and will send it to the Terminal User immediately. Any overpayment will be credited by the Operator towards future payments. An invoice will be issued for the overpaid amount in accordance with applicable regulations in force.
- 9.5.9 If within three (3) days after receiving the correcting invoice, the Terminal User requests the reimbursement of the overpayment, the overpaid amount will be transferred to the Terminal User's account.

9.6 Settlement of disputes concerning invoicing and payments

- 9.6.1 If a dispute arises between the Operator and the Terminal User regarding the invoices issued by the Operator, the Parties shall make every effort to resolve the dispute through negotiations.

10. WORKS ON THE INSTALLATION

- 10.1.1 In order to ensure safety and maintain the appropriate level of operational reliability of the Terminal, the Operator carries out necessary works, including planned operation,

diagnostic, repair, maintenance, installation, modernisation and other planned repair and maintenance works, according to the interpretation assumed in the Tariff.

- 10.1.2 By the end of each December, the Operator will publish on its website the information on the scope of works planned for the period from 1 January to 31 December of the following year, which may cause changes in the conditions of the Terminal operation, resulting in limitations in the provision of the Regasification Service or additional services. In this information, the Operator will include information from the TSO, making every effort to ensure that the dates of the works performed by the Operator take into account the dates specified by the TSO.
- 10.1.3 The precise specification of the dates of planned works and their consequences for the Terminal User should take place by way of arrangements between the Operator and the Terminal User not later than 21 days before the commencement of works. In case of precise specification of the dates of planned works and their consequences for the Terminal User by the Operator in breach of the above deadline, the Operator will make appropriate efforts, which can be reasonably and usually expected from the Operator, in order to avoid damage or to minimise it, and will be liable towards the Terminal User on terms specified in the Contract.
- 10.1.4 In justified cases, the Operator can make changes to the scope and dates of the works planned during a given Gas Year. Such changes may also be introduced by the Operator at a justified request of the Terminal User or the TSO. The Operator will make every effort to ensure that the effects of the limitations caused by planned works are as low as possible.
- 10.1.5 The information on all and any changes to the dates of planned works shall be provided by the Operator to the Terminal Users affected by such information 3 months before commencement of such works. In case of breaching of the deadline specified in the first sentence of this item, the Operator will make appropriate efforts, which can be reasonably and usually expected from the Operator, in order to avoid damage or to minimise it, and will be liable towards the Terminal User on terms specified in the Contract.
- 10.1.6 The Terminal User is obliged to take into account the limitations referred to in item 10 in the Schedule of Calls and in the Nominations.
- 10.1.7 During the periods of limitations caused by planned works referred to in item 10.1.2 and 10.1.4, the Operator will be released from the obligation to unload or regasify the unloaded LNG or to provide Additional Services.
- 10.1.8 For the period of suspension or limitation of the provision of Regasification Services or Additional Services as a result of planned works carried out by the Operator and in other cases specified in the Tariff or the Operator's Price List, the fixed fees will be reduced in accordance with the applicable Tariff or the Operator's Price List.
- 10.1.9 The Operator will make every effort to ensure that planned works do not exceed 10 days in a given year.

11. LIMITATIONS MANAGEMENT

11.1 The Operator's activities allowing for the elimination of the possibility limitations of the Terminal Capacity

- 11.1.1 At the stage of the consideration of Regasification Service requests, the Operator shall analyse the possibilities of implementing new contracts so that their implementation does not compromise the safety of the Terminal operation and the integrity of the Terminal, as well as the quality of the Fuel Gas delivered to the existing Terminal Users.

- 11.1.2 If it is possible to provide the Regasification Service, the Operator shall provide the free Terminal Capacity, taking into account the order, in which complete Regasification Service requests that successfully passed the formal and legal verification process were received.
- 11.1.3 The Operator and the TSO shall co-operate in order to prevent the occurrence of limitations of the Terminal Capacity.
- 11.1.4 Moreover, the Operator will undertake the following actions to prevent the occurrence of limitations on the Terminal Capacity:
 - 11.1.4.1 allocate Contracted Capacity in a manner ensuring full use of the Terminal Capacity,
 - 11.1.4.2 determine the Minimum Regasification Capacity and control the Terminal operation in a manner ensuring the optimal use of the Terminal,
 - 11.1.4.3 conclude Regasification Contracts including provisions on the procedure to be followed in the event of a failure to use the reserved Terminal Capacity,
 - 11.1.4.4 operate and control the operation of the Terminal in a way that reduces the probability of limitations of the Terminal Capacity,
 - 11.1.4.5 monitor the technical and quality parameters of the unloaded LNG and natural gas,
 - 11.1.4.6 plan works so as not to limit the access to the Terminal, and if the occurrence of limitations in connection with the works being carried out is necessary, make every effort to ensure that the effects of the limitations caused by planned works are as low as possible,
 - 11.1.4.7 develop procedures for actions in the event of an Emergency Situation.

11.2 Contractual Limitations Management

- 11.2.1 The Operator shall conduct ongoing assessments of the utilisation of the allocated Terminal Capacity for Regasification Services, including the Contracted Capacity, the Average Regasification Capacity and the Minimum Regasification Capacity, taking into account the currently provided Regasification Services under the concluded Regasification Contracts, and accepted regasification service requests. These analyses are aimed at preventing the possibility of blocking the Terminal Capacity and the occurrence of contractual limitations.
- 11.2.2 In the event of occurrence of any contractual limitations that prevent the conclusion of a Regasification Contract, the Operator will make efforts to reduce such limitations by taking actions specified in the Terminal Code.
- 11.2.3 If, during the examination of a new regasification service request, it turns out that there is no free Terminal Capacity, and there is unused and reserved Terminal Capacity within the confines of currently provided Regasification Services or Additional Services, the Operator shall request the Terminal User who does not use the Terminal Capacity, to which such User is entitled to, to submit within 15 days written information on the reasons and the estimated time of not using of the Terminal Capacity allocated to such Terminal User.
- 11.2.4 If the Terminal User does not provide clarification in accordance with item 11.2.3, or the clarifications provided do not constitute a credible basis for recognition that the Terminal User's failure to use the total allocated Terminal Capacity is justified, or that such Terminal Capacity is necessary for the Terminal User in order to perform its existing contractual obligations, the Operator, after consultations with the President of the ERO,

will request the Terminal User to resell or provide the unused part of the Terminal Capacity allocated to such User. When analysing the presented clarifications, the Operator will take into account the archival data on the use of the contracted Terminal Capacity by a given Terminal User.

- 11.2.5 The Terminal User may resell or provide the unused Terminal Capacity allocated to such User in whole or in a part to another Terminal User, in accordance with the provisions of items 11.2.7 to 11.2.17.
- 11.2.6 In order to make it easier for the Terminal User to purchase, sell or provide the unused the whole or a part of the Terminal Capacity allocated to such Terminal User, the Operator publishes on its website a Table of Offers containing the Terminal Users requests.
- 11.2.7 The Terminal Users may resell or provide the unused Terminal Capacity allocated to them in full. In the event of reselling or provision of a part of the Terminal Capacity allocated to them, the subject of the transaction may be:
 - 11.2.7.1 Time Frames of Calls and the Freight - if the Terminal User can regasify the Freight within the scope of its Contracted Capacity,
 - 11.2.7.2 all or a part of the unloaded LNG - if the buyer is able to regasify the unloaded quantity of LNG within the Contracted Capacity to which the buyer is entitled,
 - 11.2.7.3 Contracted Capacity in the part constituting a surplus over the Minimum Regasification Capacity.
- 11.2.8 In the event of an intention to purchase, sell or provide the unused allocated Terminal Capacity in whole or a part, the Terminal User will provide the Operator with an offer in accordance with the template available on the Operator's website. The offer must contain at least:
 - 11.2.8.1 the identification of the Terminal User,
 - 11.2.8.2 the subject of the transaction and the price,
 - 11.2.8.3 the period of the offer validity.
- 11.2.9 The offer form in accordance with the template published on the Operator's website should be delivered to the Operator in electronic format to the address provided on the Operator's website and by registered mail to the Operator's seat, not later than fourteen (14) days before the date of the offered sale, provision or purchase of the whole or a part of the Terminal Capacity allocated to the User.
- 11.2.10 If the offer does not meet the above requirements, the Operator reserves the right not to publish the offer, simultaneously notifying the Terminal User of it electronically through a message sent to the address, from which the offer was sent, and by registered mail.
- 11.2.11 The Operator does not assume any responsibility whatsoever for the content of published offers, but is shall be responsible for the compliance of published offers with the form provided by the Terminal User.
- 11.2.12 After the expiry of the offer validity period, the Operator will remove the offer from the Table of Offers.
- 11.2.13 In case of intention to resell the whole or a part of unused Terminal Capacity allocated to the Terminal User to an entity other than a Terminal User, the following shall be submitted to the Operator:

- 11.2.13.1 a statement made by the Terminal User and the buyer on the form published on the Operator's website on the resale of the whole or a part of unused Terminal Capacity allocated to the Terminal User, containing the information on the subject of the transaction,
- 11.2.13.2 a Regasification Services request made by the buyer.
- 11.2.14 The Operator will assess the Regasification Services request in accordance with the procedures specified in the Terminal Code. In case of a positive verification of the request, the Operator will conclude a Regasification Contract with the buyer and an annex to the Regasification Contract concluded with the Terminal User. The Operator will prepare an annex to the Regasification Contract with the Terminal User specifying the new conditions for the provision of Regasification Services, which will be consistent with the provisions of the statement on resale. The condition for the effective resale of the Terminal Capacity is signing by the Terminal User of such annex to the Regasification Contract and the conclusion of a Regasification Contract by the buyer and the Operator.
- 11.2.15 In case of temporary provision of the unused part or all of the allocated Terminal Capacity, at least 3 Business Days before the date of commencement of the use by the new entity of the Terminal Capacity provided to it by the Terminal User, the Terminal User shall submit to the Operator on the form published on the Operator's website a statement on the provision of a part or all of the Terminal Capacity allocated to such Terminal User, containing the following information:
- 11.2.15.1 the name of the entity (another Terminal User or an entity, with whom the Operator has concluded a framework agreement), to whom a part or all of the allocated Terminal Capacity has been provided,
- 11.2.15.2 the period in which the new entity will use a part or all of the Terminal Capacity allocated to the Terminal User,
- 11.2.15.3 the subject of the transaction.
- 11.2.16 Temporary provision by the Terminal User of the unused part or all of the Terminal Capacity allocated to such User to another Terminal User or an entity, with whom the Operator has concluded a framework agreement, may only take place with the Operator's consent.
- 11.2.17 The documents referred to in items 11.2.13 and 11.2.15 will be sent by the Terminal User to the Operator in electronic format to the internet address (scans of the documents) provided on the Operator's website, and delivered to the Operator's seat (the original documents).
- 11.2.18 The provision of the unused Terminal Capacity does not result in a change of the provisions of the Regasification Contract concluded between the Terminal User and the Operator.
- 11.2.19 Reduction of the Contracted Capacity allocated to a Terminal User (Use it or lose it - UIOLI).
- 11.2.19.1 If in the period of 1 (one) Gas Year (R) a Terminal User uses less than 50% of the allocated 95% of the Contracted Capacity adjusted by the LCR value, then in the Gas Year (R+1), the Operator shall have the right to unilaterally reduce the Contracted Capacity allocated to this Terminal User by no more than the unused Contracted Capacity. If such failure to use of the Contracted Capacity by the Terminal User takes place for the first time, the Operator shall have the right to unilaterally reduce the Contracted Capacity allocated to that Terminal User by no more than the unused Contracted Capacity exclusively for the period of the Gas Year (R+2). In case of the next failure

to use the Contracted Capacity, the Operator shall have the right to unilaterally reduce the Contracted Capacity allocated to such Terminal User by no more than the unused Contracted Capacity for a period that may cover all Gas Years until the end of the Contract of such Terminal User.

11.2.19.1.1 When calculating the use of the Contracted Capacity allocated to the Terminal User in accordance with the Regasification Contract in a given Gas Year, the following circumstances will be taken into account by reducing the use of the Contracted Capacity assumed for that Gas Year by the Contracted Capacity not available as a result of:

11.2.19.1.1.1 periods of suspension or limitation of the provision of Regasification Services,

11.2.19.1.1.2 inability to use the Contracted Capacity resulting from limitations in the Transmission System or in the access to the Unloading Station,

11.2.19.1.1.3 the quantities of LNG reloaded to road tankers.

11.2.19.2 In the situation described in item 11.2.19.1, before the reduction of the Contracted Capacity, the Operator shall request the Terminal User who does not use the Terminal Capacity, to which such User is entitled to, to submit within 15 days written information on the reasons and the estimated time of not using of the Contracted Capacity allocated to such Terminal User.

11.2.19.3 If the Terminal User does not provide clarification in accordance with item 11.2.19.2, or the clarifications provided do not constitute a credible basis for recognition that the Terminal User's failure to use the total allocated Terminal Capacity is justified, or that such Terminal Capacity is necessary for the Terminal User in order to perform its existing contractual obligations, the Operator, after consultations with the President of the ERO, can make a decision to reduce the Contracted Capacity allocated to this Terminal User in the next Gas Years. The reduction of Contracted Capacity may apply to all or part of the unused Contracted Capacity. The Operator shall determine the period of the reduction of the Contracted Capacity and the date, from which the reduction of the Contracted Capacity allocated to a given Terminal User may take place, taking into account the Schedules of Calls and the Process Storage Programmes applicable to that Terminal User.

11.2.19.4 Immediately after making the decision to reduce the Contracted Capacity allocated to the Terminal User, the Operator shall notify the Terminal User in writing of the decision made and its consequences.

11.2.19.5 As a result of the decision on the reduction of the Contracted Capacity, the Operator will publish the information on the available Terminal Capacity on its website, indicating the available Contracted Capacity and the date, from which it may be allocated. The allocation of the Contracted Capacity available as a result of the reduction of the Contracted Capacity allocated to a Terminal User shall be made in accordance with the provisions of the Terminal Code.

11.2.19.6 In case of positive consideration of the Regasification Services request regarding the Terminal Capacity available as a result of the reduction of the Contracted Capacity submitted by an entity other than the Terminal User, whose Contracted Capacity has been reduced, and the conclusion of a relevant Regasification Contract, the Operator shall notify this fact to the Terminal User whose Contracted Capacity has been reduced. Along with the information, the Operator shall submit to the Terminal User, whose

Contracted Capacity has been reduced, a statement on the final reduction of the allocated Contracted Capacity, indicating the following changes to the Regasification Contract with that Terminal User:

11.2.19.6.1 the Contracted Capacity by which the Contracted Capacity of that Terminal User was reduced,

11.2.19.6.2 the new Contracted Capacity allocated to the Terminal User,

11.2.19.6.3 the new Minimum Regasification Capacity applicable to the Terminal User, taking into account the provisions of item 7.1,

11.2.19.6.4 the new Average Regasification Capacity applicable to the Terminal User, taking into account the provisions of item 7.1

11.2.19.6.5 the date, from which the amendments to the Regasification Contract, as indicated in items from 11.2.19.6.1 to 11.2.19.6.4 above, come into force.

11.2.19.7 The reduction of Contracted Capacity in accordance with the procedure described in item 11.2.19 will not require an amendment to the Regasification Contract. The unilateral statement by the Operator, as referred to in item 11.2.19.6, shall become effective for the Terminal User and will amend the Regasification Contract to the extent indicated therein on the date specified in this statement, but not earlier than on the day following the day of delivery of the statement to the Terminal User.

11.2.19.8 By the date indicated in the statement referred to in item 11.2.19.6, the Terminal User, whose Contracted Capacity has been reduced, may use all the Contracted Capacity allocated to such User pursuant to the Contract, including the scope of the reduction of the Contracted Capacity, and shall be obliged to pay all the fees specified in the Tariff in their full amounts, also for the amount of the Contracted Capacity constituting the difference between the Contracted Capacity before and after the reduction.

11.2.19.9 If the Contracted Capacity available as a result of a reduction of the Contracted Capacity allocated to a Terminal User is not allocated to a different entity than the Terminal User, whose Contracted Capacity has been reduced, by 30 June of the next Gas Year (R+1), the Operator may decide to cancel the decision on the reduction of the Contracted Capacity and remove the information about the available Terminal Capacity from the Operator's website. The decision on the reduction of the Contracted Capacity will be cancelled by the Operator, provided that:

11.2.19.9.1 In the period from 1 January to 30 June of the Gas Year (R+1), the Terminal User, whose Contracted Capacity has been reduced, uses at least as much of the Contracted Capacity as indicated in item 11.2.19.1, taking into account all the factors mentioned in this item;

11.2.19.9.2 No Regasification Services request has been submitted regarding the discussed Terminal Capacity by a different entity than the Terminal User, whose Contracted Capacity has been reduced.

11.2.20 In case of a resale of all or a part of unused Terminal Capacity allocated to the Terminal User by the Terminal User or a reduction of the Contracted Capacity allocated to the Terminal User in accordance with item 11.2.19, the Operator will adjust the Average Regasification Capacity and the Minimum Regasification Capacity of the Terminal User in accordance with item 7.1. Such adjustment shall not take place in case of temporary

provision by the Terminal User of the unused part or all of the Terminal Capacity allocated to such User.

11.2.21 For activities related to counteracting or reducing the scope of contractual limitations, the Operator does not charge any additional fees from the Terminal User.

12. EXCHANGE OF INFORMATION

12.1 General Provisions

12.1.1 The Information Exchange System (IES) is used to the exchange information related to the provision of Regasification Services and Additional Services between the Operator and the Terminal User.

12.1.2 The electronic exchange of information related to the implementation of concluded Regasification Contracts (Nominations, re-nominations, allocations) is based on the electronic document exchange (EDI) standard, in the version developed for the gas industry called EDIG@S (described in the Edig@s Message Implementation Guidelines, available on www.edigas.org).

12.1.3 With regard to information, to which the electronic document exchange (EDI) standard will not apply, including Schedules of Calls, the basic form of information exchange is the exchange of documents in the form of scans with electronic signatures sent via e-mail. The party sending scanned documents by e-mail shall immediately deliver the originals of these documents to the other Party.

12.1.4 In order to ensure efficient and reliable communication, the Parties shall specify in the Regasification Contract and the framework agreement the information on their postal addresses, e-mail addresses, telephone numbers, as well as authorised contact persons for matters associated with the implementation of the Regasification Contract. To be effective, any changes of the above details require to be notified to the other Party in writing. It will not be required to prepare an annex to the Regasification Contract.

12.2 Information exchange method.

12.2.1 Exchange of files referred to in item 12.1.2 will be performed using the AS4 protocol.

12.2.2 The Operator and the Terminal User will ensure the protection and integrity of transferred files with the use of encryption mechanisms.

13. DATA PROCESSING SECURITY

13.1.1 The provisions of item 13 shall apply to the Operator, the entity submitting the application for the conclusion of the Regasification Contract and the Terminal User.

13.1.2 The entities referred to in item 13.1.1 undertake to protect undisclosed to the public technical, technological, commercial, strategic, financial and economic information obtained in connection with the procedure of conclusion and implementation of the Regasification Contract, in relation to which relevant Entity has taken the necessary steps to ensure its confidentiality. In particular, the Entities undertake:

13.1.2.1 to treat such information as confidential, and not to publish or disclose it to any third parties,

13.1.2.2 not to use such information for purposes other than those related to the of conclusion and implementation of the Regasification Contract,

- 13.1.2.3 to take all necessary steps to protect such information,
- 13.1.2.4 to limit the exchange of and access to the above-mentioned confidential information, to persons who need this information in connection with the procedure of the conclusion and implementation of the Regasification Contract referred to in item 13.1.2.1 and, in every event, inform such persons of the confidential nature of such information.
- 13.1.3 The entities referred to in item 13.1.1 undertake to protect confidential information in accordance with the provisions of the Classified Information Protection Act of 5 August 2010 (consolidated text: Journal of Laws of 2019, item 742).
- 13.1.4 The users of the Information Exchange System (ICE) are obliged to ensure the protection of stored and transmitted information against unauthorised access by third parties and to protection it against unauthorised modification of its content.
- 13.1.5 If, at the stage of the consideration by the Operator of a regasification service request, or in the course of the implementation of a Regasification Contract, it turns out that the information that should be attached or included in the request constitutes Confidential Business Information or is protected as classified information within the meaning of the Classified Information Protection Act, the Entity shall undertake:
 - 13.1.5.1 to notify the Operator of this fact,
 - 13.1.5.2 if necessary, to obtain the consent of a third party to provide the information constituting Confidential Business Information to the Operator, so that the disclosure of such information does not constitute an act of unfair competition.
- 13.1.6 If the entity referred to in item 13.1.1 does not provide access to the information referred to in item 13.1.5 to the Operator, the Operator will not consider the regasification service request of such an entity.
- 13.1.7 Information constituting Confidential Business Information may be disclosed to authorities authorised to request such information pursuant to the provisions of law. In such a case, the entity requested to provide the information should notify the other Party to the contract of this fact and provide it with a copy of the request for information before its disclosure. With regard to classified information, the relevant provisions Classified Information Protection Act regarding the disclosure of such information to authorised authorities, bodies or agencies shall apply.
- 13.1.8 Any breach of the provisions of item 13 will authorise the aggrieved Entity Obligated to claim compensation on general terms.

14. FINAL PROVISIONS AND TRANSITIONAL PROVISIONS

14.1 Language and governing law

- 14.1.1 This Terminal Code is drawn up in Polish.
- 14.1.2 The Regasification Contracts and framework agreements are drawn up in Polish.
- 14.1.3 The governing law for the Regasification Contracts and framework agreements concluded pursuant to this Terminal Code and for the Terminal Code itself is the Polish law.

14.2 Transitional provisions

- 14.2.1 This Terminal Code comes into force with the beginning of the Gas Day on 1 January 2022.
- 14.2.2 In connection with the amendment of the Energy Law in 2021 and new powers of the President of the ERO regarding the Terminal Code, the Operator is obliged to develop a draft of the Terminal Code and submit it to the President of the ERO for approval within 9 months from the effective date of this amendment.
- 14.2.3 Before the second stage of the Terminal expansion is completed as a result of the Świnoujście LNG Terminal Availability Procedure 2020, it will be necessary to update the Terminal Code again, in particular by the inclusion of a detailed description of the Additional Services indicated in item 8.1.3, which will be provided after the completion of the second stage of the Terminal expansion.

15. AMENDMENTS TO THE TERMINAL CODE

- 15.1.1 The amendments to the Terminal Code are made by the Operator. The Terminal Code may be amended or supplemented in case of, inter alia, any amendments to the provisions of law, issuing of or amendments to the guidelines of regulatory authorities, any amendments to the port regulations, or the amendments to the TNC.
- 15.1.2 The Operator will prepare a draft of amendments to the Terminal Code in the form of a change sheet. The change sheet specifies the reasons, scope and the content of the proposed amendments, as well as the planned date of coming into force.
- 15.1.3 The Operator will conduct public consultations with regard to the proposed amendments to the Terminal Code, inter alia with the Terminal Users. In order to conduct the consultations, on the day of publishing of the draft amendments to the Terminal Code on the LNG website, the Operator will send in writing the information on the public access to the draft amendments to the Terminal Code to all the Terminal Users and to the TSO. The Operator will publish the change sheet on the Operator's website, and makes it available for inspection at the Operator's seat.
- 15.1.4 Within 14 days from the date of the publication of the change sheet on the Operator's website, the entities referred to in item 15.1.3 may submit their reservations to the proposed amendments to the Operator.
- 15.1.5 The Operator will analyse the submitted reservations and prepare the final text of the amendments to the Terminal Code.
- 15.1.6 The final text of the Terminal Code containing all the amendments thereto will be published on the Operator's website and made available for inspection at the Operator's seat.
- 15.1.7 The Operator shall send the Terminal Users the final text of the Terminal Code containing all the amendments to it.