

SECTION 2: ACCESS TO SERVICES

Chapter 2.1 - SERVICE CONDITIONS

2.1.1 Compliance with Service Conditions

Access to regasification service at the Terminal is granted in an impartial manner and on equal terms to all parties, whether natural or legal persons, provided that they meet the following requirements.

The Applicant shall satisfy and declare to satisfy all of the following conditions at the time of regasification capacity request (under the capacity allocation processes set forth in Clauses 2.1.5.2, 2.1.5.3 and 2.1.9) in compliance with the capacity request form made available by the Operating Company and for the duration of the Service Period (the **Service Conditions**):

- (a) The Applicant shall be a Transportation Service User or, should this requirement not be satisfied, the Applicant shall appoint one or more Transportation Service Users to whom allocate the Gas quantities nominated at the Redelivery Point for the redelivery to SRG.
- (b) the Applicant shall be in compliance with the provisions of Clauses 3.1.1.3 and 3.1.3.2;
- (c) the Applicant shall be, within three (3) Business Days since the relevant Capacity Agreement has been signed, or continues to be, as the case may be, party to the Inter-User Agreement and is in full compliance with the provisions of the Inter-User Agreement;
- (d) the Applicant shall be in compliance with all Applicable Laws related to the exercise of its rights and performance of its obligations or otherwise relating to its activities under, connected with or ancillary to the Capacity Agreement;
- (e) if the Applicant has a LNG import contract which has a duration of more than one (1) year, the Customer shall have received authorisation granted by MSE, as required by article 3 of the Decree, for the importation of such quantity of LNG pursuant to the provisions set forth in the Decree;
- (f) if the Applicant has a LNG import contract which has a duration not exceeding one (1) year, the Applicant, before starting the Unloading operations, shall have submitted the communication to the MSE and to the AEEGSI pursuant to the timing set out in the Ministerial Decree of 2nd August 2011;
- (g) the Applicant has availability of LNG Carrier(s) to transport to the Terminal the quantities of LNG correspondent to the regasification capacity requested and such LNG Carrier(s) are in compliance with the Technical Manuals; and
- (h) the Applicant shall possess all other Authorisations necessary for (i) the performance of all activities under, connected with and ancillary to, the Capacity Agreement (ii) the exercise of its rights and performance of its obligations under the Capacity Agreement and (iii) the Applicant shall indemnify and hold harmless the Operating Company against the non-fulfilment of Transportation Service Users duly appointed by the Applicant pursuant to art. 10bis.6 of Resolution 297/2012/R/gas.

2.1.2 Notification of compliance and non-compliance

In case:

- (a) The Customer does not comply with or ceases to be complied with one or more Services Conditions and/or

- (b) The Transportation Service Users appointed by the Applicant pursuant to art. 10bis.6 of Resolution 297/2012/R/gas do not comply with or ceases to be compliant with one or more the requirements for transportation service access

the Customer shall notify the Operating Company immediately after becoming aware of such event or circumstance providing reasonable details of the reason for such failure and/or, as the case may be, make any reasonable effort to ensure the Transportation Service Users meet again the requirements set forth in the SRG Network Code.

2.1.3 Consequences of failure to meet the Service Conditions

- (a) Without prejudice to Clauses 2.1.3(b)(ii), 2.1.3(b)(iii), 2.1.3(b)(iv) 3.1.1.5, 5.3.2 and/or 5.3.3, if the Customer and/or the Transportation Service Users fail(s) to comply with any of the requirements of Clause 2.1.1:

- (i) the Operating Company may, without any liability on the part of the Operating Company, immediately suspend or discontinue the provision of any or all of the Services to the Customer for the duration of such failure; and
- (ii) the Customer shall indemnify and hold harmless the Operating Company from and against all Loss suffered or incurred by the Operating Company arising out of or in connection with any such failure by the Customer and/or any acts performed by the Operating Company pursuant to Clause 2.1.3 including any redelivery of the Customer's Gas pursuant to Clause 2.1.3(b)(ii).

- (b) If the provision of Services to the Customer is suspended in accordance with Clause 2.1.3(a):

- (i) the Operating Company shall not allow the Customer to moor its LNG Carrier at the Terminal or, if the LNG Carrier is already moored at the Terminal, then the Operating Company shall be entitled to order the LNG Carrier to depart from the Terminal with immediate effect, subject to the requirements of the Technical Manual and any applicable Maritime Regulations;
- (ii) the Operating Company shall be entitled to regasify the Customer's LNG and redeliver the Customer's Gas to the Redelivery Point in accordance with any redelivery profile which the Operating Company considers appropriate in its sole discretion so as to ensure that the Customer's Inventory is reduced by such amount that, after having complied with the Customer's obligations under Clause 3.4.2 and Chapter 3.5, the Customer's Inventory is:
 - if the Customer is a Minimum Inventory User, equal to the Customer's percentage share of the Minimum Inventory (as determined in accordance with Clause 3.5.3); or
 - if the Customer is not a Minimum Inventory User, equal to zero (0),

provided always that in no circumstances shall the entitlement of the other Users to Firm Redelivery Services (as defined in their respective Capacity Agreements) be adversely affected by such arrangements;

- (iii) the Customer shall be obliged to continue with its payment obligations under the Capacity Agreement (including liability to pay all Service Charges, Adjustments and Monthly Grid Charges and to pay the amounts due under Clause 5.3.1.6(b) in the circumstances described in Clause 5.3.1.6(b)); and
- (iv) the Customer shall be obliged to continue with its Minimum Redelivery Obligation and Fuel Gas Obligation

2.1.4 Customer's obligation to act as Reasonable and Prudent User

- (a) The Customer shall, at all times during the Service Period, act as a Reasonable and Prudent User.
- (b) The Customer shall, and shall procure that each member of the Customer Group shall, ensure strict compliance with all applicable operating and safety rules and procedures of the Operating Company and/or the Terminal, as set out in the Terminal Manuals, and with all applicable International Standards and Applicable Laws.

2.1.5 Foundation Capacity allocation at the beginning of Gas Year

2.1.5.1 Foundation capacity allocation process

The purpose of the allocation process pursuant this Clause, is to allocate Foundation Capacity and a correspondent numbers of Berthing Slots as published on the Operating Company's website. The capacity, expressed in $m^3_{liq}/year$, made available by the Operating Company for allocation will take into account:

- i) Capacity available following the previous multi-year allocation processes;
- ii) Capacity made available to the Operating Company for allocation pursuant to article 7, paragraph 2, of Resolution 167/05;
- iii) made available to the Operating Company for allocation pursuant to article 11, paragraph 3, of Resolution 167/05;

Foundation Capacity is allocated to parties that meet the requirements defined in Clause 2.1.1 above for periods equal to one or more Gas Year (annual or multi-year allocation), in accordance with article 5 of Resolution 167/05.

2.1.5.2 Multi-year Allocation Process

Each party which is the holder of one or more LNG import contracts that are valid for more than one year, has the right to request:

- (i) capacity, expressed in $m^3_{liq}/year$, limited to the contractual volumes set forth in the relevant LNG import contract(s) and for a maximum period of 5 years (and in any case, not longer than the duration of the import contracts) or for periods up to 10 years when referring to parties that are final users or consortia of final users who import for self-consumption (except for electricity producers), or in case of parties that undertake to offer the entire volume of gas at the Virtual Exchange Point (according to transparent and non-discriminatory conditions);
- (ii) in the event that the Applicant already holds one or more multi-year Capacity Agreements, that Applicant has the right, during the multi-year allocation process, to request capacity for each Gas Year equal to the difference between the annual volume laid down in the LNG import contract and the volumes agreed in the existing multi-year Capacity Agreement(s) (including the capacity made available for allocation pursuant to articles 7, paragraph 2, and 11, paragraph 3, of Resolution 167/05).

The Foundation Capacity included in the requests can be equal to zero for one or more of the Gas Years in the total period for which the regasification service is required. Nevertheless, the capacity must be requested for at least one (1) Gas Year in the period for which the regasification service is required.

For each Gas Year the Foundation Capacity referred to above in Clause 2.1.5.1i) is allocated to each Applicant. In the event that available Foundation Capacity is not sufficient to fully satisfy capacity requests, the Operating Company shall allocate the Foundation Capacity made available pursuant to Clause ii). Where the number of requests exceeds the total capacity referred to in Clauses 2.1.5.1i)

and Clause ii), the Operating Company shall allocate the available Foundation Capacity according to *pro quota* criteria based on the number of applications received.

In the event that the Foundation Capacity referred to in Clauses 2.1.5.1i) and Clause ii) is not sufficient to satisfy the requests received, the Operating Company shall allocate the Foundation Capacity referred to in 2.1.5.1iii), giving priority to parties whose allocation requests have not been fully satisfied in the previous multi-year allocation process, pursuant to article 11, paragraph 3, of Resolution 167/05. Where the Foundation Capacity referred to in Clause 2.1.5.1iii) is not sufficient to meet the requirements of parties whose allocation requests have not been fully satisfied in the same multi-year allocation process, the Operating Company shall allocate the Foundation Capacity referred to in Clause 2.1.5.1iii) between the same parties according to *pro quota* criteria.

In case *pro quota* criteria shall apply, the Applicant within a timelimit set by the Operating Company, in its sole discretion, shall only be entitled to refuse all the regasification capacity allocated under Clause 2.1.5.2. In the event that the Applicant refuses the allocated regasification capacity, the Operating Company shall re-allocate the regasification capacity made available to the other Applicant(s) that have not refused the allocated regasification capacity, applying the abovementioned allocation criteria. For avoidance of doubt, for each Applicant the allocation process will terminate upon:

- i) Its capacity request is fully satisfied following the re allocation of any refused regasification capacity; or
 - ii) At the termination of such allocation process as defined by the Operating Company
- whichever occurs first.

During the above allocation process, the time at which the notifications have been received by the Operating Company will take into account for any dispute could arise among the Applicants.

Where there are no parties whose allocation requests have not been fully satisfied in previous multi-year allocation processes, or in the event that the requests submitted by such parties have been fully satisfied, the Operating Company shall offer the residual share of the Foundation Capacity referred to in Clause 2.1.5.1iii) to any other Applicants taking into account the Operating Company's objective to maximise the safe and reliable usage of the Terminal at all times.

By the 15th of May of each Gas Year, the Operating Company shall publish on its website the total Foundation Capacity available for each Gas Year along with the relevant timelines and the administrative forms to be used to request Foundation Capacity in the multi-year allocation process.

Capacity requests should be submitted by holders of import contracts that are valid for more than one year, to the Operating Company by the 1st of June of each Gas Year, at least two years in advance of the year in which the Foundation Capacity is required. Such requests shall, under penalty of rejection of same, contain the capacity, expressed in m³_{liq}/year of LNG, requested for each Gas Year.

At the same time as the request is submitted, under penalty of rejection of same, each Applicant is required to provide the Operating Company with:

- (i) a declaration in lieu of affidavit ("*dichiarazione sostitutiva di atto di notorietà*") in which the Applicant, aware of the penalties incurred by false declarations, shall declare to be compliant with Service Conditions and
- (ii) a first demand bank guarantee issued by an Approved Financial Institution, for an amount equal to the 20% of the annual fees associated with the committed Foundation Capacity. In the event that the Applicant also wishes to participate in the annual allocation process for the Foundation Capacity, the total guarantee required to cover the commitment is equal to 20% of the maximum annual capacity fees associated with the annual and multi-year allocation processes for the Foundation Capacity.

On the basis of the requests received, the Operating Company shall allocate the Foundation Capacity and the corresponding Maximum Allowed Berthing Slots to each Applicant in compliance with the allocation criteria described in Clause 2.1.5.2 by 15 June of each Gas Year and each Applicant is subsequently required to subscribe the relevant Capacity Agreement.

In case an Applicant fails to sign the relevant Capacity Agreement by the 1st of July of each Gas Year, the Operating Company shall be entitled to enforce the relevant bank guarantee provided by the Applicant in accordance with Clause 3.1.1.

Should any Applicant fail to sign the relevant Capacity Agreement the Operating Company shall allocate such Foundation Capacity to Applicants to whom regasification capacity has already been allocated but which is less than the capacity included in the capacity request. The Operating Company shall proceed to allocate such available regasification capacity in compliance with the allocation criteria referred to in Clause 2.1.5.2 and, in particular, taking into account the objective to maximise the capacity allocation of the Terminal at all times.

Following the allocation of additional Foundation Capacity which has become available, and to the extent that the total capacity allocated to an Applicant is not higher than the capacity requested, the capacity commitment to be included in the relevant Capacity Agreement shall be equal to the total Foundation Capacity allocated during the multi-year allocation process

The multi-year Foundation Capacity allocation process ends on 1st July of each Gas Year.

2.1.5.3 Annual Allocation Process

Each party which is the holder of one or more LNG import contracts has the right, for the following Gas Year, to request capacity, expressed in m³_{liq}/year, limited to the contractual volumes set forth in the relevant LNG import contract(s).

In the event that the Applicant already holds one or more multi-year Capacity Agreements, the Applicant has the right, during the annual allocation process, to request capacity equal to the difference between the annual volume laid down in the LNG import contract and the capacity in the existing multi-year Capacity Agreement(s) (including the capacity made available for allocation pursuant to articles 7, paragraph 2, and 11, paragraph 3, of Resolution 167/05).

The Foundation Capacity is allocated to holders of LNG import contracts, in accordance with the following order of priority:

- holders of multi-year import contracts;
- holders of annual import contracts.

The available Foundation Capacity referred to above in Clause 2.1.5.1i) is allocated to each Applicant. In the event that available Foundation Capacity is not sufficient to fully satisfy capacity requests, the Operating Company shall allocate the Foundation Capacity made available pursuant to Clause ii). Where the number of requests exceeds the total Foundation Capacity referred to in Clauses 2.1.5.1i) and Clause ii) , the Operating Company shall allocate the available capacity to the Applicants according to *pro quota* criteria.

In the event that the Foundation Capacity referred to in Clauses 2.1.5.1i) and Clause ii) is not sufficient to satisfy the requests received, the Operating Company shall allocate the Foundation Capacity referred to in 2.1.5.1iii), giving priority to parties whose allocation requests have not been fully satisfied in the same multi-year allocation process, pursuant to article 11, paragraph 3, of Resolution 167/05. Where the Foundation Capacity referred to in Clause 2.1.5.1iii) is not sufficient to meet the requirements of parties whose allocation requests were not fully satisfied in the previous multi-year and annual allocation process, the Operating Company shall allocate the Foundation Capacity referred to in Clause 2.1.5.1iii) between the same parties according to *pro quota* criteria.

In case *pro quota* criteria shall apply, the Applicant within a timelimit set by the Operating Company, in its sole discretion, may only refuse the entire regasification capacity allocated under Clause 2.1.5.3. In the event that the Applicant refuses the allocated regasification capacity, the Operating Company shall re-allocate the regasification capacity made available to the other Applicant(s) that have not refused the allocated regasification capacity, applying the abovementioned criteria. . For avoidance of doubt, for each Applicant the allocation process will terminate upon:

- i) Its capacity request is fully satisfied following the re allocation of any refused regasification capacity; or
- ii) At the termination of such allocation process as defined by the Operating Company;

whichever occurs first.

During the above allocation process, the time at which the notifications have been received by the Operating Company will take into account for any dispute could arise among the Applicants.

Where there are no parties whose allocation requests have not been fully satisfied in previous multi-year and annual allocation processes, or in the event that the requests submitted by such parties have been fully satisfied, the Operating Company shall offer the residual share of Foundation Capacity referred to in Clause 2.1.5.1iii) to any other Applicants taking into account the Operating Company's objective to maximise the safe and reliable usage of the Terminal at all times.

By the 15th of May of each Gas Year, the Operating Company shall publish on its website the total Foundation Capacity available along with the relevant timelines and the administrative forms to be used to request Foundation Capacity in the annual allocation process.

Capacity requests should be submitted by holders of import contracts that are valid for at least one year, to the Operating Company by the 1st of June of each Gas Year and shall, under penalty of rejection of same, contain:

- (i) the capacity, expressed in m³_{liq}/year of LNG, requested for the following Gas Year.

At the same time as the request is submitted, under penalty of rejection of same, each Applicant is required to provide the Operating Company with:

- (i) a declaration in lieu of affidavit ("*dichiarazione sostitutiva di atto di notorietà*") in which the Applicant, aware of the penalties incurred by false declarations, shall declare to be compliant with Service Conditions; and
- (ii) a first demand bank guarantee issued by an Approved Financial Institution, for an amount equal to the maximum penalty of 20% of the maximum annual fees associated with the committed Foundation Capacity. In the event that the Foundation Capacity Applicant also wishes to participate in the multi-year allocation process, the total guarantee required to cover the commitment is equal to 20% of the maximum annual capacity fees associated with the annual and the multi-year allocation processes.

On the basis of the requests received, the Operating Company shall allocate the Foundation Capacity and the corresponding Maximum Allowed Berthing Slots to each Applicant in compliance with the allocation criteria described in Clause 2.1.5.3 by 15 June of each Gas Year and each Applicant is subsequently required to subscribe the relevant Capacity Agreement.

In case an Applicant fails to sign the relevant Capacity Agreement by the 1st of July of each Gas Year the Operating Company shall be entitled to enforce the relevant bank guarantee provided by the Applicant in accordance with Clause 3.1.1.

Should any Applicant fail to sign the relevant Capacity Agreement, the Operating Company shall allocate such Foundation Capacity to Applicants to whom regasification capacity has already been allocated but which is less than the capacity request. The Operating Company shall proceed to allocate such available regasification capacity in compliance with the allocation criteria referred to in

Clause 2.1.5.3 and, in particular, taking into account the objective to maximise the safe and reliable usage of the Terminal at all times.

Following the allocation of additional Foundation Capacity which has become available, and to the extent that the total capacity allocated to an Applicant is not higher than the capacity requested, the capacity commitment to be included in the relevant Capacity Agreement shall be equal to the total Foundation Capacity allocated during the annual allocation process.

The annual Foundation Capacity allocation process ends on 1st July of each Gas Year.

2.1.6 **Methods of determining the capacity that is made available to the Operating Company for allocation pursuant to article 11, paragraph 3, of Resolution 167/05.**

In case the volume of LNG actually unloaded by the User during the current Gas Year is less than 90% of the Foundation Capacity allocated during multi-year allocation processes, such User, for each Gas Year of the relevant Service Period, shall make available to the Operating Company the Foundation Capacity calculated as follows:

- capacity, expressed in m³_{liq}/year, equal to:

$$V_{prio} - V_{cons}$$

where:

V_{prio} is the Foundation Capacity allocated to the User for the current Gas Year, as part of the multi-year allocation process;

V_{cons} is the cumulative volume of LNG unloaded by the User during the current Gas Year, calculated as the sum of:

- the total volume of LNG Unloaded from October to April of the current Gas Year, including:
 - (i) the volume of LNG that the User has not delivered to the Terminal due to Force Majeure declared by the counterparties to the LNG import or regasification agreements referred to in Clause 5.3.4;
 - (ii) the LNG volumes associated to each Released Slot, released by the user within the last Business Day of Month M – 2, pursuant to Clause 3.3.2.2, even if not awarded yet, for each month M of the relevant Gas Year;
 - (iii) following the term set forth above, the LNG volumes associated to each Released Slot provided that they have not been awarded yet;
- the total volume of LNG Unloaded from May to September of the current Gas Year according to the relevant Ninety Day Unloading Schedule or Annual Unloading Schedule as the case may be
- number of Berthing Slots which can be effected at the Terminal equal to:

$$Y = \frac{(V_{prio} - V_{cons}) \cdot N_{conf}}{V_{conf}}$$

where:

V_{conf} is the total Foundation Capacity allocated to the User for the current Gas Year as part of the allocation processes;

Nconf is the total number of Berthing Slots allocated to the User for the current Gas Year as part of the allocation processes.

For each Gas Year where User holds Foundation Capacity allocated on a multi-year basis, where the difference between the capacity allocated to the User as part of the multi-year allocation process and the capacity made available for allocation to third parties, pursuant to article 11, paragraph 3, of Resolution 167/05, is less than the cumulative volume of LNG delivered by the User during the current Gas Year, the User shall make available for allocation to third parties, pursuant to Article 11, paragraph 3, of Resolution 167/05, capacity equal to the difference between the capacity allocated to the User during the multi-year allocation process and the cumulative volume of LNG delivered by the User during the current Gas Year.

The User whose capacity shall be made available for allocation to third parties pursuant to article 11, paragraph 3, of Resolution 167/05 shall remain liable to the Operating Company for all its obligations and liabilities under the Capacity Agreement (including the obligation to pay the Service Charges, Adjustments and Monthly Grid Charges), to the extent the said capacity will not be allocated by the Operating Company to another User.

2.1.7 Foundation Capacity release pursuant to Article 7, paragraph 2 of Resolution 167/05

By the 10th of May of each Gas Year, the Foundation Capacity User is entitled to release total or part of its Foundation Capacity on an annual and/or multiyear basis for the purposes of allocation under Clauses 2.1.5.2 and 2.1.5.3.

Any request to release Foundation Capacity shall be refused if:

- i) requests are received after the deadlines specified and/or are incomplete;
- ii) the requesting Foundation Capacity User does not own the capacity requested to be released.

If the Foundation Capacity User has notified the Operating Company of any Released Foundation Capacity and the latter has been allocated under allocation process set forth in Clauses 2.1.5.2 and 2.1.5.3, then the Customer's rights, title, benefit and interest in and to the Released Foundation Capacity, if any, shall immediately be waived and cancelled, the Customer shall cease to have any rights, title, benefit and interest in and to such Released Foundation Capacity and the Customer's ACQ shall be reduced to the extent and for the duration that such rights, title, benefit and interest are waived and cancelled.

The Customer will retain all of the liabilities and obligations arising out of or in connection with the Released Foundation Capacity (including Fuel Gas Obligation, Minimum Redelivery Obligation and the obligation to pay the Service Charges, Adjustments and Monthly Grid Charges) to the Operating Company unless and to the extent any Released Foundation Capacity is allocated.

2.1.8 The Capacity Agreement

By 1st of July, once the processes for Foundation Capacity allocation pursuant to Clause 2.1.5 has been completed, the Operating Company and the parties to whom capacity has been allocated shall proceed to sign the relevant Capacity Agreement.

The signing of the Capacity Agreement is subject to receipt of the Credit and Insurance Requirements referred to in Section 3 below.

The Operating Company shall not sign a Capacity Agreement with Applicants that, on the signature date, have not paid the fees related to amounts due under existing Capacity Agreements that are in excess of the value of the Bank Guarantee, issued to cover the obligations arising from the aforementioned existing Capacity Agreements.

2.1.9 Allocation of Delivery Slots during the Gas Year

The allocation of regasification capacity different from the Foundation Capacity relates to Released and/or Available Slots which can be awarded by the Operating Company when the Gas Year is already commenced.

The Released and/or Available Slots shall be requested by the Applicant to the Operating Company in accordance with Clauses 3.3.1.6(c) or 3.3.2.2(d).

The Released Slots, together with the Available Slots shall be offered to any User and interested party through the Annual Slot Release process described in Clause 3.3.1.6 or the Ninety Day Slot Release process described in Clause 3.3.2.2 below.

Both Released and/or Available Slots may be allocated by the Operating Company in accordance with the conditions described in Clause 3.2.4.2 and will be subject to the following priority:

- (i) firstly, to the Applicant which, with reference to such Delivery Slot, has applied for the bigger volume (even bigger than the volumes associated with the Released Slots or Available Slots, but in any case within the limits set forth in Clause 3.3.1.7(f)) ;
- (ii) secondly, to the Applicant which has applied for the largest aggregate quantity;
- (iii) thirdly, among such Applicants on a first-come, first-served basis; and
- (iv) fourthly, among like Applicants as described in Clause 1.1.1.1(i)(iii) by drawing lots.

It is understood that the allocation of Available Slots pursuant to Clause 2.1.9 shall take into consideration the regasification capacity already allocated, and, in any case, shall not exceed the permitted annual regasification capacity.

Chapter 2.2 - PRINCIPLES AND PROCEDURES FOR QUALIFYING LNG CARRIERS FOR DISCHARGE

2.2.1 LNG Carriers compatibility

2.2.1.1 LNG Carrier Acceptance Requirements

- (a) The Customer shall be permitted to moor and Unload at the Terminal only an LNG Carrier that complies with International Standards, all Applicable Laws and all other relevant laws and regulations, relevant International Association of Classification Societies (IACS) class and statutory certifications and flag state requirements, the Operating Company's compatibility, vessel vetting and inspection requirements as set forth in the Technical Manual (such as possession of a current International Ship Security Certificate and a valid SIRE vetting certificate) and the Maritime Regulations, regardless of whether such LNG Carrier is chartered, owned and/or operated by the Customer. Any modifications required to be made to an LNG Carrier to make such LNG Carrier comply with International Standards, the Operating Company's compatibility, vessel vetting and inspection requirements as set forth in the Technical Manual and the Maritime Regulations shall be made by the Customer at its sole risk, cost and expense.
- (b) The Customer is responsible for demonstrating to the Operating Company that any LNG Carrier that the Customer intends to moor and Unload at the Terminal satisfies the requirements of Clause 2.2.1.1(a). The Operating Company shall use reasonable endeavours to cooperate with the Customer to facilitate this process.