

Chapter 1.4 - DESCRIPTION OF SERVICES

1.4.1 Services

1.4.1.1 Services Generally

The Operating Company shall provide the Customer with the Services set forth below in Clauses 1.4.1.2 and 1.4.1.3 on the terms and conditions stated in this Access Code and in accordance with the Terminal Manuals.

1.4.1.2 Firm Services

- (a) During the Service Period, save as otherwise provided for example, in the event of Adverse Weather Conditions, Force Majeure and safety concerns, etc., the Operating Company shall provide the following firm services (**Firm Services**) to the Customer:
- (i) providing the number of Berthing Slots set forth in Customer's Capacity Agreement to enable the Customer to deliver LNG at the Terminal;
 - (ii) allowing mooring access alongside the Terminal to receive and Unload LNG Carriers accepted pursuant to Chapter 2.2;
 - (iii) providing the FSRU crew hook the LNG Carrier mooring lines to the FSRU hooks only;
 - (iv) receipt of an Unloaded Cargo from an LNG Carrier during a Delivery Slot;
 - (v) storage of the Customer's LNG in the Terminal only to the extent permitted in the Capacity Agreement;
 - (vi) providing Firm Redelivery Services, including nomination of Gas into the Grid and at the Redelivery Point;
 - (vii) redelivery of Gas to the Redelivery Point: the Gas quantities will be made available by the Operating Company to SRG which will take delivery of and will redeliver to the Transportation Service Users.
 - (viii) providing nitrogen injection for correction of the Wobbe Index of Gas ;
 - (ix) metering, measurement and analysis of LNG and Gas in accordance with Technical Manuals;
 - (x) administrative services required to be performed by the Operating Company under the Capacity Agreement; and
 - (xi) all scheduling, administrative and other services related to the Services described in Clauses 1.4.1.2(a)(i) to (x) above.
- (b) Firm Services do not include, among other things, tug services, pilot services or escort or watch vessels (other than the guardian vessel), the disposal of waste in any form from an LNG Carrier, light dues, LNG Carrier ballast, bunkering services, fresh water supply, shore leave for LNG Carrier crews, port mooring personnel for line handling (if mandatory), independent cargo surveyor services, any Maritime Authority or other fees, any vetting activities, any condition assessments or any port fees. All tugs servicing the LNG Carrier shall be considered servants of the LNG Carrier. If mandatory, any port mooring personnel shall be provided at the sole cost and expense of the Customer.

1.4.1.3 Interruptible Redelivery Services

On each Gas Day during the Service Period, the Operating Company may make available to the Users:

- (a) any unutilised Firm Redelivery Services (as defined in all Capacity Agreements) of any Users; and/or
- (b) available capacity in excess of the regasification capacity required to provide Firm Redelivery Services (as defined in all Capacity Agreements) to all Users,

on an interruptible basis pursuant to Clause 3.4.1.5(c) (**Interruptible Redelivery Services**). The Operating Company may interrupt any Interruptible Redelivery Services made available to the Users at any time and for any reason and shall incur no liability arising out of or in connection with any such interruption.

1.4.1.4 Additional Services

Subject to the provisions in Clause 1.4.2, the Operating Company may agree to provide the Customer with such additional services within the capabilities of the Terminal. The Operating Company is under no obligation to agree to provide any additional service.

The Operating Company could make available, pursuant to Ministerial Decree 18/10/2013 and AEEGSI Resolution 471/2013/R/gas, the Peak Shaving Service. The Peak Shaving Service Supplier is requested to sign with the Operating Company a Slot Capacity Agreement.

1.4.1.5 Safety of Operations

The Terminal will operate in strict compliance with all applicable operating and safety rules and procedures of the Operating Company and with all applicable International Standards and Applicable Laws.

1.4.1.6 Authority of Terminal Manager

The Customer shall, and shall procure that each member of the Customer Group shall, be bound by and comply immediately with any instructions and/or orders issued by the Terminal Manager regarding safety and/or environmental matters of any nature at the Terminal and/or within the Exclusion Zone.

1.4.1.7 No Right to Make-up Services

If the Customer does not use all or any portion of the Services made available by the Operating Company (including in circumstances where Force Majeure causes or results in the Customer being unable to use the Services), and the Customer shall not be entitled to an equivalent amount of Services at a later time in lieu of such unused or unprovided Services.

1.4.2 No Discrimination

Save as required by Applicable Laws, the Operating Company shall not provide or agree to provide:

- (a) Services
 - (i) on terms and conditions which differ from those contained in the Access Code and are discriminatory against the Customer; or
 - (ii) at Service Charges and/or other charges of different rates than those applicable to the Customer; or

- (iii) which would have an adverse effect on the Customer's rights to the Services which the Operating Company has agreed to provide to the Customer; and/or
- (b) other services to any person (including other Users) if the provision of such other services would have an adverse effect on the Customer's rights to the Services which the Operating Company has agreed to provide to the Customer pursuant to the Capacity Agreement.

1.4.3 Assignment to Terminal Lenders

The Operating Company may, in its sole discretion, at any time, transfer, assign, mortgage, charge, pledge, create or dispose of any of its rights and/or (if applicable) obligations under the Capacity Agreement by way of security to any Terminal Lenders. At the request of the Operating Company, the Customer agrees to enter into direct agreement with such Terminal Lenders.

1.4.4 Sub-contracting

The Operating Company may, in its sole discretion, at any time appoint and replace any contractor(s) or sub-contractor(s), including the O&M Contractor, provided always that any contractor or sub-contractor owning or operating any tug or other vessel shall only be a contractor or sub-contractor for the exclusive purposes of the Capacity Agreement when the tug or vessel is on-hire to the Operating Company (a **Sub-Contractor**).

1.4.5 Tugs, mooring lines and pilots

The Customer shall procure tug, mooring lines and pilots services to service each LNG Carrier by entering into contract(s) with the tug, mooring lines and pilots service providers nominated from time to time by the Operating Company.