

Skargas Oy

TERMINAL RULES FOR THE PORI LNG
IMPORT TERMINAL

16/3/2018

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1 INTRODUCTION

UNOFFICIAL TRANSLATION FROM THE FINNISH ORIGINAL TERMINAL RULES VERSION.
IN CASE OF DISCREPANCIES BETWEEN THE ENGLISH AND THE FINNISH VERSIONS, THE
FINNISH VERSION SHALL PREVAIL.

1.1 Contents

With its notice of October 27, 2016 (No. 966/534/2016), the Energy Authority has designated Skangas Oy as an operator of storage equipment and liquefied natural gas processing equipment (for the purposes of these terminal rules 'terminal operator') in the Pori LNG terminal as required by Section 8 of Chapter 6 of the Natural Gas Market Act (2013/589). This designation is valid for a period of ten years.

These terminal rules will be applied from March 16, 2018, when the terminal operator sells terminal services to terminal users. These terminal rules are also applied to the aftermarket trade and for capacity reservations made in the aftermarket.

With its March 15, 2018 decision, the Energy Authority has approved these terminal rules regarding the right for using liquefied natural gas processing equipment, with the exception of section 5.2.3 of the terms regarding the filling of fuel tanks of vessels using LNG and section 7.3.2 regarding the pricing for filling of fuel tanks of vessels using LNG.

The terminal operator reserves the right to modify these rules if there is justified cause.

1.2 Definitions

- 1.2.1 **Terminal operator** means Skangas Oy (Business ID: 2590845-3), address: Revontulenpuisto 2 C, 02100 Espoo.
- 1.2.2 **User** means the entity buying terminal services from the terminal operator (or a person buying marketable terminal services in the aftermarket). The user and terminal operator shall enter into a contract for the use of terminal services.
- 1.2.3 **Terminal** means the LNG delivery terminal located outside the natural gas network in Tahkoluoto, Pori. The address of the terminal is: Tahkoluoto port, gate TA7, FI-28900 Pori.
- 1.2.4 **Liquefied natural gas (LNG)** means natural gas in its liquid form that is vapourised back into gas when used.
- 1.2.5 **Operator** means an employee of the terminal operator who is responsible for practical operations at the terminal.

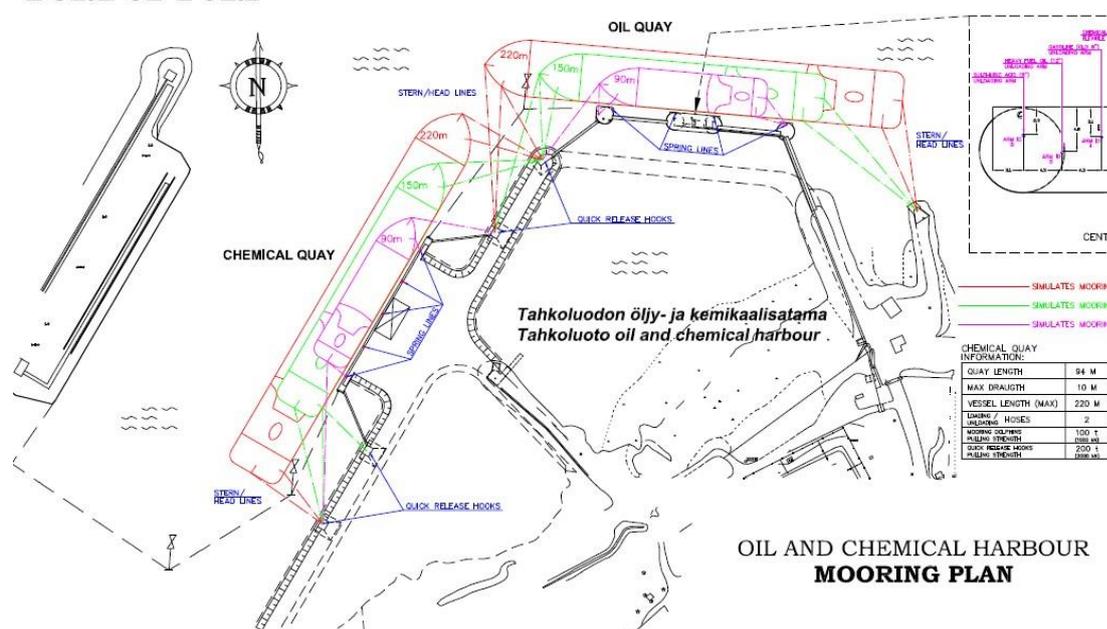
3 PORT

Port descriptions, location, fees and safety and operation instructions (e.g. port notifications, LNG vessel approval processes and towing information) is available via the Pori Satama Oy website at: <http://portofpori.fi/fi>.

The terminal operator assumes that all terminal users are acquainted with the applicable requirements and instructions.

The terminal operator is not responsible for the port's requirements or instructions and does not accept responsibility for possible amendments.

PORT OF PORI



4 ACTIVITIES AT THE TERMINAL

4.1.1 Technical characteristics of the terminal

Number of piers: one, chemicals pier
Maximum vessel length: 220 m
Minimum vessel length: N/A

Permitted vessel draft: 10 m
Maximum permitted width: 30 m
Loading arms: two SVT manufactured arms, 8" and 12" inches, hydraulic quick couplings
Nominal line pressure: 100 mLC
Normal operating pressure in the terminal: 230 - 250 mbar
Emergency de-coupling: Yes
Unloading speed: 1,500 and 1,000 m3 per hour.
Number of storage containers: one
Effective volume of the storage container: 27,000 m3

4.1.2 Location of the terminal and mooring

The pier has been designed so that the vessel's bow points southwest/east during loading operations. The precise location of the bollards and other vessel mooring equipment can be found on the website of the Pori port. Vessel pilotage is provided by Finnpilot <http://portofpori.fi/>

4.1.3 Terminal procedures

The LNG vessel shall designate a person responsible for unloading and loading (*'master of the vessel'*). All repair and maintenance procedures shall be approved by the terminal operator during loading and safety regulations and instructions shall be followed throughout the loading process.

4.2 Approval procedures for LNG vessels

Before early arrival, arrival, mooring, loading or unloading, approvals are required from the operator and all relevant authorities.

The vessel shall provide at least the following notifications to the terminal operator:

1. Loading notification - sent before departing the port of origin;
2. Arrival notification - sent at intervals before the vessel arrives;
3. Notification of readiness - sent when the vessel arrives at the pilotage station and all relevant permits have been granted for mooring at the pier.

The operator submits the terminal situation notification 24 hours before the estimated time of arrival ('ETA'). The notifications specified above shall be sent to the following e-mail addresses: controlroompori@skangas.com and marko.toivonen@skangas.com.

Detailed information regarding the vessels arrival, piloting and other port arrival procedures is available at the port operator's website. The vessel's crew shall follow the port operator's and terminal operator's instructions and SIGTTO recommendations. All procedures shall be sufficiently logged and this documentation shall be available during operations in the port and terminal.

Confirmation of all inspections and deviations shall be reported to the terminal 48 hours before arrival. Any deviations regarding the safety, docking, mooring or cargo operations of the vessel shall be reported to the operator.

4.2.1 Notifications by the vessel

(1) Loading notification

The loading notification contains essential information regarding the cargo status at the port of origin and the expected properties of the LNG cargo on arrival at the terminal. If the cargo has been obtained from a customer of the terminal operator or redirected to the terminal operator after departing the port of origin, the loading notification shall be delivered to the terminal operator at the first possible instance after procurement or redirection.

(2) Arrival notification

The arrival notification shall include the estimated time of arrival ('ETA') at the terminal and piloting station as well as other essential information. The vessel shall submit information regarding the vessel's arrival at pre-determined intervals before arrival, so that the terminal can prepare and conduct its own procedures required for receiving the vessel.

The required intervals are as follows:

- a) 72 hours before ETA;
- b) 48 hours before ETA;
- c) 24 hours before ETA;
- d) 12 hours before ETA.

If the cargo has been obtained from a customer of the terminal operator or redirected to the terminal operator after departing the port of origin, the arrival notification shall be delivered to the terminal operator at the first possible instance after procurement or redirection.

(3) Readiness notification

The notification of readiness ('NOR') shall be submitted to the terminal operator immediately after the vessel has arrived at the piloting station and meeting the following criteria:

- a) The vessel has performed all procedures required by the port operator and authorities (including customs) and has ordered the port operators towing service;
- b) The vessel is overall ready to arrive at the terminal's pier and unloading cargo.

4.2.2 Notifications sent by the terminal before a vessel arrives

(1) Approval or rejection of the notification of readiness

The terminal operators shall approve or reject the notification of readiness via e-mail sent to the vessel.

If the vessel has submitted a notification of readiness but the terminal or the master of the vessel notices or suspects issues that might delay mooring, unloading or loading, the party noticing the issues shall immediately give notice to the other party via e-mail.

(2) Terminal notification of readiness

The terminal operator shall send a terminal notification of readiness to the vessel no later than 24 hours of the estimated time of arrival.

4.2.3 Arrival inspections

The terminal operator presumes that all required inspections have been conducted on the vessel before arrival. The vessel is responsible for all required inspections and documentation before arrival.

4.3 Detailed loading and unloading procedures

4.3.1 Responsibilities of the master of the vessel

The main responsibility for safe operations lies with the master of the vessel. The master of the vessel shall ensure that he/she and the vessels crew follow all regulations, rules, formalities, procedures and instructions given by authorities, the port operator or the terminal operator both on the vessel and in the terminal's facilities.

The master of the vessel shall ensure, that all matters and procedures agreed to between the terminal operator and the vessel's crew are observed and obeyed. All procedures performed on the vessel during loading shall be supervised by the master of the vessel. This includes procedures conducted by the terminal operator's staff.

The LNG vessel shall:

- a) Be a member of the International Association of Classification Societies, who has experience in the classification of LNG vessels and who follows all treaties, practices, laws, decrees and requirements applicable to LNG vessels in Finland and those which are related to sea-

worthiness, design, safety, navigation, operating, environment or relevant technical or operational conditions;

- b) Have competent and sufficient crew and be commanded according to SOLAS regulations, the crew shall have good command of oral and written English required for operations with the terminal and parties. Additionally, the crew shall have sufficient competency and permits and experience in operating LNG vessels;
- c) Meet SOLAS requirements and SIGTTO and OCIMF recommendations;
- d) Be trained and operated according to applicable legislation, regulations and standards;
- e) Fill an inspection certificate which shall not be older than one year;
- f) Be insured (covered by property and liability insurance);
- g) Be equipped at amidship with OCIMF standard loading equipment that can be connected to the terminals 12" or 8" loading arms and have a height of 13.5 m ± 3 m;
- h) Be able to store at the terminal's operating pressure of 230 mbarg;
- i) Submit the vessel's contact information before arrival;
- j) Meet the requirements specified in OMCIF, SIGTTO and MARPOL standards;
- k) Be fitted with suitable towing ropes and equipment;
- l) Be fitted with suitable, regulation conformant drawbridge;

4.3.2 Communications between the vessel and terminal and the ESD signal

The terminal operator shall provide a UHF radio for communications between the vessel and terminal. SIGTTO standard communications are used for the emergency shutdown procedure ('ESD'). The terminal uses a SIGTTO 6 pin coupling.

All radars and other transmitters shall be disengaged once the loading arms are connected. Additionally, the vessel's AIS system shall be disengaged at the terminal or regulated to a power below 1 watt.

4.3.3 Preliminary meeting for loading and unloading procedures

Once the vessel is moored at the pier, all loading and unloading procedures and interruptions are instructed and supervised by both the terminal operator and the port.

Before unloading the vessel, the master of the vessel, the terminal operator or a representative of the terminal operator shall hold a preliminary meeting onboard the vessel to discuss safe operations.

These include:

- The vessel to terminal checklist as specified in ISGOTT. Inspections are conducted at agreed intervals during loading/unloading and signed accordingly; - in the safety statement;
- LNG cargo operating contract;
- ISPS safety statement;
- conformance statement.

Before the loading arms are connected, the terminal operator and the master of the vessel agree and sign the custody transfer documents.

Composition of the unloaded LNG is declared in the custody transfer documents and verified with the terminal's own gas chromatograph.

4.3.4 LNG loading and unloading procedures

All loading and unloading procedures, including safety procedures, cooling, unloading and loading initialisation, are conducted according to instructions provided by the terminal operator's staff. ISGOTT and SIGTTO instructions shall be followed.

The following rules are followed, if loading must be aborted unexpectedly:

- The vessel shall notify the terminal operator of aborting or a possible abortion hazard;
- The terminal operator reserves the right to abort loading the vessel due to procedural requirements;
- Conditions set by weather conditions on the loading and unloading of LNG. The vessel's crew and the terminal operator shall monitor weather conditions and the vessel's motion during loading/unloading. If there is a risk caused by weather or vessel motion to the terminal or vessel, loading/unloading shall be aborted by one of the parties. Adverse weather conditions instructions are provided on the port operator's website.
- In each case, the terminal operator reserves the right to require towing readiness of the vessel, should the terminal operator to the best of the terminal operator's ability see that the prevailing or expected weather conditions require a towboat to be present at the terminal for increased safety of the vessel or terminal.
- The parties shall immediately communicate any circumstances that might endanger the safety or efficiency of the loading or unloading procedure.

Grounding cables are not used due to ISGOTT and SIGTTO recommendations as the terminal's flanges are isolated. Both the LNG vessel and terminal have cathodic isolation (ISGOTT 17.5.2) to minimise the current between the two.

Configuration of the terminal's pier is as follows:

Loading arm size (inches)	Unloading speed	Flangs	Steam return
8"	1000	ANSI 8	N/A
12"	1500	ANSI 12	N/A

The minimal unloading pressure is 85 mLC.

- The vessel's loading/unloading system water curtain shall be engaged and current confirmed before loading arms are connected. Water curtain is maintained until the last loading arm is confirmed gasless and disengaged.

- The loading arms are have specialised couplings for 8" and 12" inch flanges. All loading arms are equipped with a dry-break PERC system that disengages once tolerances are exceeded.

4.3.5 Unmooring of LNG vessels

The vessel can unmoor once this has been approved by the terminal operator and the port. Unmooring instructions are provided on the port's website.

4.4 Truck loading

The terminal has two truck loading positions and a scale.

The truck positions are fitted with the following Manntek couplings that must be accounted for:

- Liquid side: Manntek DCC 2 ½" tank unit
- Gas return: Manntek DCC 2" tank unit

The truck and the driver shall be approved by the terminal operator. Loading shall be scheduled one month before the loading date. The driver and the truck shall be registered at the terminal 14 days before the planned loading date. At the same time, a training is arranged at the terminal. This is mandatory for the driver. Before loading, the user/driver shall have all required permits and training and the vehicle shall meet all requirements specified in legislation or regulations. The terminal's loading times are 8AM to 3PM on working days.

Loading procedures are notified via e-mail and according to the above specified principles to controlroompori@skangas.com and marko.toivonen@skangas.com.

5 TERMINAL SERVICES

The terminal's services are limited by the technical characteristics described in section 4.1.1, with exception to section 4.3.4 and specified limitations, like adverse weather or the facility's maintenance.

The terminal operator provides storage services as well as vessel loading, unloading, bunkering and truck loading services.

Storage services: The terminal user shall reserve storage capacity in the terminal for physical storage of LNG.

Unloading services: The terminal user shall purchase LNG vessel unloading services for transferring LNG to storage.

Loading services: The terminal user shall purchase LNG vessel loading services for transferring LNG from storage to the vessel.

Bunkering services: The terminal user shall purchase bunkering services for bunkering (filling) LNG to an LNG powered vessel.

Truck loading services: The terminal user shall purchase LNG truck loading services to load LNG to LNG transport equipment.

5.1.1 Capacity and service description

Reserved capacity grants the user rights to use the terminals services during the reserved period. The terminal operator allocates the available terminal capacity annually and according to reservation procedures. Capacity can also be allocated in addition to the annual capacity reservation procedure, if there is free capacity.

Under normal conditions, the terminal’s boil-off gas management does not entail extra costs for the user. The terminal operator reserves the right to charge the user for the management of boil-off gas exceeding normal conditions (including procurement costs equal to gas procured in the quantity of the boil-off gas) within the framework of the terminal user’s capacity reservation.

5.1.1 Storage capacity allocation principles and reservation procedure

Storage capacity is reserved at minimum at annual basis and for the validity of the price list. The storage capacity unit is m³ and the minimum capacity reservation is 500 m³.

The user shall notify the capacity reservation volume upon making the reservation. Should the capacity reservations exceed the terminal’s available capacity, the available capacity shall be distributed equally according to the ratio of reserved capacity between reserves. The operator shall publish the capacity reservation’s procedure, time-table, reserved and available capacity on the operator’s website. The first round of capacity reservations is initiated once the Energy Authority has approved these terminal rules. The leftover capacity from the first reservation procedure can be reserved until one year before the price list expires. The following reservation period’s free capacity and capacity allocation procedure shall be published on the operator’s website on September 1, 2019.

Storage capacity reservation procedure:

Capacity application’s processing method and timetable	
Opening day	Opening of the capacity allocation procedure and call for capacity applications
30 weekdays	Deadline
10 weekdays	Evaluation of the capacity applications and notifications sent to customers with deficient applications
10 weekdays	Amendments to deficient applications
5 weekdays	Deadline and publication of results
5 weekdays	Signing of the capacity contracts and delivery of the projected consumption for 2018
5 weekdays	Submitting the free remaining capacity to the market

5.2 Terminal use schedules and projected consumption

Services produced by the terminal are offered based on the terminal's use schedules. The terminal operator may adjust the schedule for the purpose of ensuring continuous, relevant and safe terminal operations.

The terminal user shall deliver the next year's projected consumption to the terminal operator no later than by October 8. The terminal operator shall either approve the user's submitted projected consumption or return a counter-proposal by November 8. The projected consumption for 2018 shall, however, be delivered during the signing of the capacity contract, which the operator can either approve or counter without undue delay. Should the parties not agree on the projected consumption schedule, the operator's notice prevails.

The terminal user shall deliver the following information to the terminal operator:

1. Import and export projections per month and day
2. LNG tankers estimated arrival dates and unloading volumes
3. LNG tankers information, including IMO data

5.2.1 Monthly schedule

The terminal's user shall notify the terminal operator by no later than the 20th day of the previous month of the next month's projected unloading, bunkering and truck loading schedules with daily accuracy.

5.2.2 Weekly schedule for truck loading

The terminal's user shall update the upcoming and ongoing weekly schedule for truck loading within 7 days by declaring the daily truck loading schedules no later than by 3PM on Thursday, the previous week.

The terminal operator shall submit the next week's truck loading programme to the user no later than by 12PM on Friday, the previous week. The user can request changes to the ongoing week's loading programme until 12PM on the previous day. The terminal operator shall approve the next day's loading programme or provide an alternative. The terminal operator may change the loading programme for technical or operative reasons. The terminal operator shall notify the user of loading programme changes without undue delay.

5.2.3 Vessels unloading and bunkering schedule

The terminal's user shall update the upcoming and ongoing weekly schedule for vessel unloading and bunkering within 7 days by declaring schedules but no later than by 3PM on Thursday, the previous week.

The terminal user shall deliver a nomination notice 96 hours before unloading or bunkering a vessel. The nomination notice shall include the estimated bunkering or unloading time, estimated time of arrival at the loading/unloading pier and an estimate on the unloaded/loaded volume.

The terminal operator shall approve or reject the terminal user's nomination notice within 24 hours of receipt. If the terminal operator approves the terminal user's nomination notice, the notice is binding regarding the unloaded/loaded volume and declared ETA (+/- 12 hours). The terminal operator shall inform a terminal user of the rejection of a nomination notice without delay, so the parties can find an alternative time for unloading or bunkering.

Information specified in section 4.2.1 (ETA and NOR) shall be verified accordingly. Once the vessel arrives at the designated bunkering pier, the terminal user's vessel shall declare a NOR to operations@skangass.com.

The terminal operator may change the unloading and bunkering programme up to 12 hours before the agreed delivery if there is justified cause. Changes must be approved by both parties.

5.3 Minimal quality requirements for LNG, quality and volume assessment

Before arrival at the terminal, the vessel shall submit a loading notification as specified in section 4.2.1 (1). This notification shall include essential information on the cargo status at the port of origin as well as the LNG cargo's presumed characteristics (including LNG quality) upon arrival at the terminal.

The quality of LNG transferred to the terminal shall meet at least the minimal quality requirements specified by the terminal operator. Permitted quality variations are specified in the minimum quality requirement's specification (Annex 1). The terminal operator may change the quality requirements upon written notice. Changes are enforced within thirty (30) days after the relevant notice is published.

The volume and quality of LNG transferred to the terminal is measured and sampled according to general applicable standards and regulations. The volume and quality of LNG transferred to the terminal is verified with the terminal's measuring equipment.

If the quality of LNG transferred to the terminal does not meet the applicable specifications, the terminal may at any stage refuse to accept the LNG by notifying the user and/or master of the vessel without delay. If possible, the terminal operator shall give notice LNG deviations after receiving the loading notification, if it is clear that the LNG quality shall deviate from the specified minimal quality requirements upon arrival at the terminal.

6 TERMS FOR USING TERMINAL SERVICES

These terms for using the terminal are applied as the user buys and the terminal operator sells terminal services. A contract regarding terminal services can be concluded between the user and terminal operator, once the terminal operator has approved the user according to these terminal rules.

A contract regarding terminal services is concluded for the duration of the capacity reservation, unless otherwise specified.

6.1.1 Validity of the price list

Terminal services are invoiced based on the valid terminal services price list. The terminal's price list is applicable once enforced.

The terminal operator shall publish a new service price list and its validity information no later than four (4) months before the price list in force expires.

6.1.2 Amendments to service prices

During the validity of the service price list, service prices are reviewed downwards as the terminal's degree of use increases and the service's unit cost decreases accordingly. Service price amendments are enforced three (3) months after the terminal's use degree has increased.

Any taxes, public duties and obligations and other relevant costs imposed by the Finnish state, European Union or third countries via legislation and/or official decisions or other procedures directed at the terminal operator's terminal services and impacting the terminal operator's expenses that could not have been foreseen when compiling the terminal's service price list are immediately accounted for as an amendment to the terminal's service price list once the specified decisions, taxes, duties and obligations are enforced.

6.2 Required collateral for user obligations

The user shall provide sufficient collateral as approved by the terminal operator for guaranteeing the obligations risen from the terminal services contract. The size of the required collateral depends on the financial value of the terminal services contract and the user's credit rating.

6.3 Insurances

Users, vessels and truck drivers shall have sufficient and regular insurance to cover the liability of own activities. The user is responsible for having an own insurance on the stored LNG.

6.4 Restricting terminal service provision

The terminal operator has no obligation to provide terminal services and may restrict provision of such services, if providing the services would lead or could lead to personal damages, damages to the terminal or other property or if the terminal sees that providing terminal services would be in violation of legislation, regulations or official decisions for reasons beyond the control of the terminal operator.

The terminal operator is not liable for any costs or damages created due to terminal service restrictions for these reasons.

In a situation of over-reservation the terminal operator must release reserved storage capacity to users on deadline, if the capacity has been reserved without reason e.g. the user does not use or aftermarket the reserved capacity and there is demand for the reserved capacity. If the capacity has been reserved without reason for the purposes of preventing market activities or other similar reasons, the terminal operator may terminate the terminal services contract according to section 6.5.3.

6.5 Termination / cancellation of terminal services agreement

The terminal operator may terminate the terminal services contract without notice, if

1. The provision of terminal services to the user becomes impossible or unreasonably burdensome for reasons beyond the control of the terminal operator and the matter has not been resolved within three (3) months; or
2. The user neglects the terminal operators written reminders regarding significant late payments to the terminal operator or the user has started bankruptcy procedures or liquidation or an official has determined the user to be insolvent. However, the contract is not cancelled if the user, bankruptcy administrator or liquidator provides sufficient collateral to the terminal operator; or
3. The user otherwise causes a situation fundamentally in violation of the terminal services contract and the situation has not been remedied within the reasonable deadline set by the terminal operator.

The user may terminate the terminal services contract without notice, if

1. The terminal operator is not able to provide terminal services as specified in the contract and the situation continues for over three (3) months; or
2. The terminal operator otherwise causes a situation fundamentally in violation of the terminal services contract and the situation has not been remedied within the reasonable deadline set by the user.

In case the terminal operator has given notice of significantly changing the price list as specified in these rules, the user may terminate the terminal services contract with one (1) month's notice from the date the new price list enters into force.

Should the user terminate the terminal services contract mid-term, the terminal operator shall have the right to invoice as an additional price, the storage time and fixed operating fee difference off-price-list according to the actual duration and the reserved storage time specified in the terminal services contract.

6.6 Force Majeure

Force Majeure postpones fulfilment of contractual obligations for the period during which the Force Majeure has existed for each obligation or for the period required to eliminate the Force Majeure consequences.

Force Majeure means circumstances beyond the control of the parties that could not have been reasonably foreseen when the terminal services contract was concluded and that during their existence or after existing prevent or significantly hinder the fulfilment of obligations based on the terminal services contract and the damage thereby caused cannot be reasonably prevented or removed. Force Majeure includes e.g.: fire, explosion, flooding, earthquake, official permits and decrees, war or mobilisation, unexpected large military drafts, confiscation, import restriction, currency restrictions, restrictions on used power, general raw material or ingredient shortage, strike, labour dispute or other circumstance beyond the control of the parties.

In the case of the terminal operator Force Majeure also includes Force Majeure affecting the terminal operator's subcontractors or providers.

If a party wishes to plead Force Majeure, the party shall notify the other party in writing and without delay.

6.7 Responsibility

6.7.1 Responsibility of the terminal operator

The terminal operator shall compensate the user for damage caused by the provision and use of terminal services and related contracts, if this damage is caused by the terminal operator's intent or negligence. The terminal operator shall not compensate the user for any possible oblique or indirect damage.

6.7.2 Responsibility of the user

The user shall compensate the terminal operator for damage caused by the provision and use of terminal services and related contracts, if this damage is caused by the user's intent or negligence. The user shall not compensate the terminal operator for any possible oblique or indirect damage.

6.7.3 Limiting damage and responsibility for third persons

The potentially damaged party shall immediately take all required measures to prevent or limit damage. In case such measures are neglected and this leads to extended damage, the party is liable for the damage.

In the case of compensations to damaged third parties, the parties are liable for damage caused by their own actions, neglect and equipment.

6.8 Exchange of information

The parties are committed to co-operating in the exchange of information (including the notifications specified in these terminal rules, but not limited to these) in order to ensure the provision of orderly and safe terminal services.

6.9 Confidentiality and documents

These terminal rules and the service price list are public documents and available to all terminal users.

The parties, however, commit to the confidentiality of written and verbal information received from each other, if such information contains the other party's business secrets (confidential information). The parties commit to not transferring or revealing confidential information to third parties without the other party's previous written agreement. Confidential information does not include information that has become (by use or transfer) public knowledge due to a contract violation or which has been legally (by means not in violation of this section) obtained by the other party or user or recipient.

Notwithstanding the above, neither party is required to obtain a previous written agreement for disclosing confidential to:

1. Its own employees, own management, independent contractors or providers, customers, representatives, functionaries or group companies who require this information for their obligations related to the terminal services contract, or to professional advisors;
2. A court or public official or other relevant third party requesting the information to the extent required by regulation or official requirements, or for the purposes of court proceedings or arbitration; and
3. The owner of the LNG facilities or operators to the extent required for fulfilling the relevant party's contractual obligations.

The disclosing party shall take all reasonable measures to ensure that the receiving third party maintains confidentiality of such information.

The confidentiality obligations specified here are valid throughout the validity of the terminal services contract and will remain valid for three (3) years after the contract expires.

The terminal operator shall retain the ownership rights, property rights and other immaterial rights to any documents submitted to the user based on the terminal services contract. The user may only use such documents to the extent required for own use and for fulfilling the terminal services contract.

The terminal operator may use and process documents provided by the user based on the terminal services contract to the extent required for the terminal operators own use and for fulfilling the terminal services contract.

The terminal operator has the right and obligation to process personal data provided to it based on the terminal services contract according to the Personal Data Act (523/1999) and other regulations applicable to the processing of personal data.

6.10 Applicable legislation and dispute resolution

These terminal rules are governed by Finnish legislation, with the exception of the conflict-of-law rules.

All possible disputes between the parties regarding the terminal rules, terminal operations and services and related separate agreements shall be resolved in negotiations. If an agreement is not reached in negotiations, disputes related to the terminal services contract shall be resolved in final arbitration

according to the rules established by The Arbitration Institute of the Finland Chamber of Commerce. Arbitration takes place in Helsinki, Finland and is conducted in the Finnish language.

7 TERMINAL SERVICES PRICE LIST

7.1 Validity of the services price list

This terminal services price list is valid from March 16, 2018 to December 31, 2019.

Fees and unit prices are published without applicable taxes.

7.2 LNG storage and pricing

7.2.1 General

The user shall reserve annual storage capacity for its own use and to the contractually required volume. Additionally, the user shall select the method of withdrawing the user's LNG from the storage either by truck loads and/or vessel bunkering during the contract year. The user may freely market reserved capacity on the aftermarket. Users who procure capacity from the aftermarket are subject to the same rules and principles as direct traders and users.

The terminal operator provides services to the user based on this pricing system's terms and the Terminal Rules. Other services related to the terminal and their prices are agreed separately with the terminal operator.

The terminal's expenditure comprises investments and includes reasonable profit and operating cost. The state aid granted to the terminal has been deducted from investment costs. Prices are higher during the initial stages of terminal operations as the capacity utilisation rate is low, the LNG market is new and capital costs are high. Prices are lowered once capacity utilisation rates rise and this has been noted in section 6.1.2 of the terminal rules. However, if the LNG market does not develop as expected, rates will remain high due to the low use of the terminal.

Pricing accounts for service related investment costs and operating costs based on the cause principle. Investment costs and operating costs are mostly fixed costs that are reflected in service prices. From the user's perspective, increased utilisation and greater throughput would mean reduced unit costs.

7.2.2 Storage services

Storage prices are determined based on the investments made in the storage facility, operating activities and the related costs, as follows:

The price of LNG storage services is composed of the following fees:

- Capacity fee [KM], investment costs
- Fixed operation fee [KOM], terminal operating costs including boil-off gas management.
- Variable operation fee [MOM], terminal's variable operating costs

7.2.3 Capacity fee KM

Storage period	EUR/m3/year
< 2 years	270

7.2.4 Fixed operation fee KOM

Unit price	EUR/m3/year
< 2 years	85

7.2.5 Variable operation fee MOM

LNG withdrawn from storage	EUR/MWh, NCV (for lifted LNG)
	0.73

7.3 LNG terminal use and pricing

7.3.1 Truck loading

The fee for filling an LNG trailer is EUR 750 per event for approved transport equipment.

The fee for approving user's transport equipment is EUR 1,000 per transport unit.

The fee for the training and approval of a new driver is EUR 1,000 per driver.

7.3.2 Vessel

The fee for filling a fuel tank of an LNG powered vessel is EUR 3,000 per event.

An additional hourly rate is applied: EUR 300 per hour at weekdays between 8AM to 4PM and EUR 600 per hour for outside of working times. The fee is calculated for the time the vessel is at the pier, taking LNG.

The fee for approving a user's new vessel is EUR 2,000.

7.3.3 Tanker vessel

The fee for loading or unloading an LNG tanker vessel is EUR 12,000 per event.

An additional hourly rate is applied: EUR 300 per hour at weekdays between 8AM to 4PM and EUR 600 per hour outside of working times. The fee is calculated for the time the vessel is at the pier, loading or unloading LNG.

The fee for approving a user's new vessel is EUR 2,000.