

# TERMINAL SERVICES CONTRACT

between

TERMINAL OPERATOR

AND

[USER]

[date] [month] 2023

**THIS TERMINAL SERVICES CONTRACT** (the **Contract**) is made on this [date] [month] 2023 between the following parties.

## **PARTIES**

- (1) **Gasum LNG Oy** (business identity code 2590845-3) a limited liability company incorporated and existing under the laws of Finland (the **Terminal Operator**); and
- (2) [ ] (business identity code [ ]) a [ ] company incorporated and existing under the laws of [ ] (the **User**).

The Terminal Operator and the User jointly the **Parties** and separately a **Party**.

## **BACKGROUND**

- (A) The Terminal Operator owns and operates a small-scale liquefied natural gas import terminal situated on Tahkoluoto port, Gate TA7, 28900 Pori, Finland (the **Terminal**).
- (B) With this Contract the Parties have agreed on and become bound by the terms of this Contract and Terminal Rules according to which the Terminal Operator provides the Terminal Services to the User and the User shall have right to deliver (import) LNG into the Storage Tanks and take LNG therefrom (export) within the volume limits of their User Capacity during the relevant Capacity Allocation Period (all as defined in the Terminal Rules and this Terminal Services Contract).

**IT IS AGREED** as follows:

### **1 DEFINITIONS**

As used in this Contract, unless expressly otherwise stated or evident in the context, the capitalised terms used in this Contract and not defined herein shall have the meanings given to them in the Terminal Rules, as applicable.

### **2 USER CAPACITY RESERVATION**

- 2.1 The Parties confirm that the scheduled imports and exports of LNG into and from the Storage Tanks by each User shall be as specified in the Terminal User Schedules and the User Monthly Schedules in accordance with the Terminal Rules during the relevant Capacity Allocation Period.
- 2.2 With this Contract, the User commits, upon the Terminal Operator's notification to the User of the allocated User Capacity and Terminal User Schedule, to deliver and take all of the allocated User Capacity volumes to the Terminal and pay, on a take-or-pay basis, the throughput fees and service fees for the relevant volumes as further set out in this Contract and Terminal Rules.
- 2.3 In accordance with the Capacity Allocation application submitted by the User to the Terminal Operator, the User has been allocated the following User Capacity and Terminal Services:

<i>Reserved capacity and services</i>			
<b>SERVICES</b>	<b>YES</b> (mark the check-box)	<b>NO</b> (mark the checkbox)	<b>QUANTITY</b>
<b>Throughput capacity reservation.</b> The User shall reserve throughput capacity in the Terminal.			<b>MWh/ m3</b>
<b>Unloading services.</b> The User shall purchase LNG vessel unloading services for transferring LNG to storage.			<b>Pcs./Year</b>
<b>Loading and bunkering service.</b> The User shall purchase LNG vessel loading/ bunkering services for transferring LNG to vessels.			<b>Pcs./Year</b>
<b>Truck loading services.</b> The User shall purchase LNG truck loading services to load LNG to LNG transport equipment.			<b>Pcs./Year</b>

### **3 PAYMENT TERMS**

- 3.1 The User shall pay the amount payable within fourteen (14) days from the date of the invoice issued by the Terminal Operator during the month immediately following the delivery month or usage of the Terminal Services.
- 3.2 The Terminal Operator may invoice any reserved unused User Capacity and/or Terminal Services during the month immediately following such scheduled capacity reservation and/or Terminal Services and at the end of the respective Capacity Allocation Period at the latest.
- 3.3 Penalty interest shall be determined in accordance with the applicable Interest Act on delayed payments.

### **4 TERM AND TERMINATION**

- 4.1 This Contract shall become effective when signed by the Parties and shall be in force during the Capacity Allocation Period (1 January 2024 – 31 December 2024).
- 4.2 Section 5.4 (Termination of Terminal Services Contract) shall be applied to this Contract.

### **5 MISCELLANEOUS**

#### **5.1 General Terms and Conditions**

- 5.2 The general terms and conditions set out in section 6 of the Terminal Rules shall apply to this Contract as written herein.
- 5.3 Further, the User has signed and committed to a SWAP Agreement conducted between the Terminal Operator and Users.

## **5.4 Notices**

- 5.4.1 The controlling language of this Contract and for future communications shall be English. Notices required under this Contract shall be deemed sufficient if made in writing and delivered personally (with an initialled dated receipt), by registered mail, by courier, or by e-mail to the recipient at the addresses below:

### **Gasum LNG Oy**

Postal Address: c/o Gasum AS

Kontinentalvegen 31, 4056 Tananger, Norway

Attention: Asbjørn Folvik

[asbjorn.folvik@gasum.com](mailto:asbjorn.folvik@gasum.com)

Tel: +4747509062

### **User**

Postal Address:

E-mail:

Tel:

- 5.4.2 The Parties shall give notice of any changes in their contact information without undue delay.

## **5.5 Amendments**

Any amendment to this Contract shall be in writing and shall have no effect before signed by duly authorised representatives of the Parties.

## **5.6 Assignment**

This Contract or the rights or obligations under this Contract shall not be assignable by either Party except that the Terminal Operator may assign this Contract or any of its rights to any Gasum Entity.

## **5.7 Headings**

The headings of this Contract are for convenience only and shall not in any way limit or affect the meaning or interpretation of the provisions of this Contract.

## **5.8 No Waiver**

Failure by any Party at any time or times to require performance of any provisions of this Contract shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this Contract shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

## 5.9 Severability

If any part of this Contract is determined to be invalid or unenforceable, such determination shall not invalidate any other provision of this Contract. The Parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable part of the Contract with a comparable provision that is enforceable and valid. The failure of the Parties to reach an agreement on such a replacement provision shall not affect the validity of the remaining provisions of this Contract.

## 6 GOVERNING LAW

This Contract is governed by the laws of Sweden, with the exception of the conflict-of-law rules.

## 7 SETTLEMENT OF DISPUTES

All possible disputes between the Parties regarding this Contract shall be resolved in negotiations. If an agreement is not reached in negotiations, disputes related to this 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 English language.

AS WITNESS this Contract has been duly executed by the Parties on the date stated at the beginning of this Contract.

**GASUM LNG Oy**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title

**[USER]**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title