



# CONDITIONS OF USE

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## 1. Interpretation and Definitions

In these Conditions of Use, the following definitions and interpretations shall apply:

Affiliates	means, in relation to an entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such first mentioned entity, for which purpose “control” means the beneficial ownership of more than 50% of the issued share capital of an entity or the legal power to direct or cause the direction of the general management of the entity (and “controls”, “controlled” shall be construed accordingly);
CoU	Conditions of Use of the Terminal
FSRU	Floating Storage Regasification Unit
JPO	Joint Plant of Operations
LNG/C (LNG/C)	Designates the LNG/C, i.e. the vessel calling at and/or using the Terminal and Terminal Facilities.
LNG/C's Interests	means (a) the registered owner, owner, beneficial owner, operator, manager, charterer and Disponent owner of the LNG/C, (b) the contractors, subcontractors of any person within (a) above; and (c) the respective officers, directors, agents, and employees of any person within (a) and (b) above (including the LNGC’s master, officer and crew); provided at all times that “LNGC’s interests shall never be deemed to include the Terminal, Terminal Interests, the Terminal Operator or any of their respective Representatives.
LNG	Refers to Liquefied Natural Gas.
Loading Master	Is supervising the cargo transfer between ships and the terminal. Responsibilities include ensuring safe and efficient loading/unloading, coordinating with the crew, and complying with safety and regulatory standards. Assignment to this role will be part of the JPO
Manual (MOM)	Refers to the Terminal's Marine Operations Manual uploaded at <a href="https://www.gastrade.gr/en/regulatory-framework/#regulatory-framework">https://www.gastrade.gr/en/regulatory-framework/#regulatory-framework</a>
Port Authorities	Maritime Authority/Coast Guard
Representative	means, in respect of any person, (a) its officers, directors, agents and employees, (b) its contractors and sub-contractors and (c) the respective officers, directors, agents and employees of any of its contractors and sub-contractors, in each case, irrespective of the capacity in which they may be acting; provided at all times that “Representative”, in respect of

	<p>the Terminal Interests, shall never be deemed to include the LNG/C's Interests;</p>
STS	<p>Ship to Ship or Ship to Terminal transfer operation. The transshipment operation "at sea" between the LNG/C and the Terminal, in line with the provisions of the latest STS guidelines published by CDI/ICS/OCIMF/SIGTTO and the provisions of Special Port Regulation No18 (Of.Gaz. 12B'/1999 as amended).</p>
STS Organizer	<p>The entity responsible for the provision of the STS Superintendent and other formalities as per applicable rules, regulations and best practices for the STS operations. The role of the STS Organizer may be delegated to a contracted STS Service Provider.</p>
STS Superintendent	<p>The person in charge of the co-ordination and safe execution of the STS Operation in line with the provisions of the Manual, STS Organizers policies and procedures and the latest STS guidelines published by CDI/ICS/OCIMF/SIGTTO. StS superintendent presence on board the visiting LNG/c is mandatory.</p>
TAC	<p>Terminal Access Code, available online, or through Gastrade S.A.</p>
Terminal	<p>Means collectively the FSRU ALEXANDROUPOLIS (IMO 9390185) , an offshore unit owned by GASTRADE S.A., classed by DNV, the mooring, the onshore and offshore pipeline, the onshore facilities and all associated supporting facilities located at or connected to Alexandroupolis City in Greece.</p>
Terminal Facilities	<p>Encompass the Terminal, along with all fixed or movable infrastructure, equipment, machinery, and installations on Terminal. This includes the anchors, Pneumatic fenders, berths, lines, fixed and floating objects, launces, gangways, Personnel Transfer Baskets, and additional portable discharging facilities such as saddles, SDP(s), flexible hoses etc.</p>
Terminal Interests	<p>Cover the owner of the Terminal, the Terminal Operator and Terminal Facilities, their employees and agents, all companies and individuals providing services at the Terminal, and their respective parent companies, subsidiaries, or Affiliates, along with their shareholders, directors, officers, servants, agents, or contractors. Excluded are the LNG/C Interests and third parties providing services to the LNG/C at its instructions.</p>
Terminal Owner	<p>Refers to GASTRADE S.A.</p>
Terminal Operator	<p>Refers to GASTRADE S.A.</p>
Terminal Representative(s)	<p>The individuals appointed and authorized by the Terminal Operator to coordinate communication between the Terminal and all involved parties for any LNG/C calling at the Terminal. These representatives serve as liaisons between the Terminal and the LNG/C, overseeing Terminal operations during the LNG/C's stay.</p>
Terminal Services	<p>Encompass any service provided by the Terminal, such as connecting-disconnecting the cargo hoses, loading or discharging LNG, excluding</p>

	mooring and unmooring. Towage services provided by GASTRADE S.A. Standard towage procedures/guidelines defined at Terminal's "TOWING REGULATION". deviations.
Third Parties	All individuals, companies, contractors, vessels other than the Terminal, the Terminal Interests, the Terminal Operator and the LNG/C's Interests and their respective Representatives.
User	Means any company or person that uses the Service or part of the Service at the Terminal, being either a Long-Term User, a Spot Cargo User or a Capacity Exchange User.

## 2. Compliance

- 2.1. All services, operations, facilities, and assistance, whether provided directly or on behalf of the Terminal, the Terminal Operator, and the Terminal Interests, are consistently subject to the provisions of all relevant Greek laws and terminal policies and procedures referred TAC and MoM documents.
- 2.2. The Greek Legislation includes, but is not limited to, laws, presidential or other decrees, ministerial decisions, and regulations, encompassing bylaws, Terminal regulations, safety regulations, Port Authorities decisions, regulations, orders, decrees, as well as towage, salvage, and transshipment conditions that are applicable at the given time. Additionally, adherence to international conventions ratified by Greece is also mandatory.

## 3. General Safety Requirements

- 3.1. SAFETY is of paramount importance and should never be compromised by actions of third parties.
- 3.2. Prior to the commencement of the LNG/C approaching operation to the Terminal, the Master of the LNG/C should agree with the JPO as prepared by the STS Superintendent and communicated during the toolbox meeting organized by STS Organizer at least with 24 hours prior to LNG/C berthing at the Terminal.
- 3.3. The responsibility for ensuring the safe conduct of operations during the presence of the LNG/C at the Terminal lies jointly with the Master of the LNG/C, the STS superintendent and the Loading Master. Prior to initiating operations, the Master must acknowledge, accept, and agree to the safety requirements outlined in the Manual's Ship/Shore Safety Checklist and checklists related to the STS activities as tendered by the STS Superintendent. Additionally, the LNG/C is required to adhere to the Terminal's Shore Safety Check-List (SSCL) and comply with standards not less than those published by the Oil Companies International Marine Forum (OCIMF) and the Society of International Gas Tanker and Terminal Operators (SIGTTO ).
- 3.4. The LNG/C its owners, operators, managers, charterers should present evidence upon request of vessel compliance with latest STS guidelines published by CDI/ICS/OCIMF/SIGTTO.

The Terminal anticipates strict adherence to safety requirements by the LNG/C, its Master, crew, and the LNG/C's Interests throughout its duration alongside the Terminal. The LNG/C Interests warrant that the LNG/C is suitable and is capable of operating with the physical limitations of the Terminal and the Terminal Facilities, berth dimensions, unloading hoses and shore gangway envelopes and mooring equipment as advised from time-to-time by Terminal Interests. The FSRU Interests will normally vet the LNG/C and give tentative acceptance, which would only be confirmed after physical inspection and completion of ship/shore safety check alongside.

- 3.5. Before commencing operations and approximately every four (4) hours thereafter, a Terminal Representative or a member of the Terminal's staff or the STS Superintendent, accompanied by an officer from the LNG/C, will conduct inspections (both on board the LNG/C and elsewhere) to verify compliance with the Ship/Shore Safety Check List, the Manual, and the Conditions of Use (CoU). If corrective action is deemed necessary, the Terminal will withhold consent for cargo operations or, if already underway, may promptly order the cessation of operations.
- 3.6. Similarly, if the Master of the LNG/C believes that safety is compromised due to any action or omission by the Terminal or Terminal Facilities, the Master must immediately notify the Terminal or the STS Superintendent, its Representative and may request an immediate halt to cargo operations.
- 3.7. In the event of an emergency, the Manual provides specific guidelines for the Terminal, the LNG/C Master should follow, outlining the appropriate actions to be taken by each party.
- 3.8. Terminal Operator representatives may board an LNG/c upon arrival or while berthed, with the Master's consent, to conduct a visual inspection alongside a designated crew member. This inspection aims to verify information from a SIRE accredited inspector's report without delaying berthing or unloading or hindering operations.

#### 4. Safe Navigation- Operation- Pilotage

- 4.1. Despite the presence of a Pilot, the STS Superintendent and tugboat(s), the Master of the LNG/C, representing both themselves and the LNG/C Interests, shall retain ultimate command over the LNG/C. The Master and the LNG/C's Interests assume sole responsibility, under all circumstances, for the safe navigation and operation of the LNG/C, ensuring the safety of life, cargo, assets, the environment, the Terminal, and any third-party property.
- 4.2. While the Terminal will exercise reasonable care, skill, and diligence in providing services and granting the use of Terminal Facilities to the LNG/C, neither the Terminal nor Terminal Interests shall be held responsible or liable for any loss or damage to the LNG/C and its Interests, whether actual or consequential. This holds true regardless of any act, omission, fault, or neglect on the part of the Terminal and Terminal Interests.
- 4.3. Tugboats must comply with Greek Laws and be approved by the Port Authority. The Ship's Agent is required to inform the Terminal about the names and details of tugboats used in the LNG/C's berthing/unberthing operations at the Terminal. The same requirement applies to any mooring boats used. For more info refer to [TOWING-FiFi-REGULATIONS-final-draft-v\\_01.pdf \(gastrade.gr\)](#)

- 4.4. The contents of the Manual or JPO and the CoU do not absolve the LNG/C, the Master, and the LNG/C's Interests of their responsibilities and liabilities. These include, but are not limited to, taking precautions to prevent:
- a) fire (both on board the LNG/C and in the Terminal and Terminal Facilities,
  - b) pollution at Sea or Air,
  - c) LNG accidental release,
  - d) tank over-pressurization or vacuum,
  - e) grounding,
  - f) collision,
  - g) allision, and
  - h) damage to the Terminal, the Terminal Facilities, and Terminal Interests.
- 4.5. The Master and the LNG/C's Interests at all times bear sole and full responsibility for the safe and proper operation and navigation of the LNG/C and management of its cargo and equipment and its complements, including the crew and any supernumeraries.
- 4.6. The Terminal and Terminal Interests (including their employees, agents, and contractors) shall not be responsible or liable, or vicariously liable for the availability or provision of any support services contracted by or on behalf of the LNG/c, the Master, and the LNG/C's Interests with any Third Parties.
- 4.7. All movements in approaching and leaving the Terminal, including berthing, mooring, and unmooring operations within the Terminal areas, must be conducted with duly authorized and approved pilot(s) on board and designated STS Superintendent. In case of emergency unberthing situations, in accordance with applicable Laws and the Manual, co-ordination can be undertaken by the STS Superintendent located onboard the LNG/c, even without a pilot present
- 4.8. The LNG/C Interests are deemed solely responsible for the acts or omissions of harbor/berthing pilots occurring in connection with pilotage services (regardless of any agreement to the contrary between the LNG/C Interests and any such party). This condition shall apply irrespective of whether or not the LNG/C is within the notified limits of the Terminal as such Terminal limits are more particularly identified in the Manual. The role of the marine pilots is advisory to Masters.

## 5. Ship's Agent and The Right to Board

- 5.1. The LNG/c, the Master and the LNG/C Interests acknowledge, agree and consent that personnel from Greek State Authorities may come on board the LNG Carrier at any time within Terminal or the premises of the Terminal and that these may include personnel from:
- a) Maritime Authorities.
  - b) Hellenic Coast Guard,
  - c) Customs,

- 5.2. The LNG/c Agent shall promptly notify the Terminal and the Port facility Security Officer of the number of personnel expected to board the LNG/C and if they will be required to stay onboard throughout operations undertaking the relevant formalities
- 5.3. The Terminal and Terminal Interests refrain from offering port agency services for ships or other vessels. The exclusive responsibility of contacting, coordinating, and covering the costs of a Ship's Agent or any local agency services including launch services, rests with the LNG/C's Interests.
- 5.4. These conditions also extend to independent cargo surveyors or government representatives appointed to inspect the LNG/c and/or its cargo, obtaining relevant cargo information such as stowage details, load-port information, LNG quantities, and specifications.
- 5.5. The Master of the LNG/c holds the responsibility of ensuring that all visitors boarding the LNG/C while it is at the Terminal strictly adhere to the guidelines outlined in the Manual and the Contract of Use (CoU), including compliance with all safety and security procedures
- 5.6. All Terminal personnel or Terminal representatives attending or remaining on board the LNG/C during operations will be provided with food and accommodation of a standard typically offered to the LNG/C's senior officers. Upon request, the Master of the LNG/C must promptly present any certificate or relevant document as reasonably requested by the Terminal Representative for inspection in this regard.

## 6. Environmental Pollution

- 6.1. The prevention of pollution and compliance with Greek and International Laws regarding cargo, bunkers, bilge water, sewage, dirty ballast, plastics, garbage, hazardous materials, and other potential environmental pollution are the shared responsibility of the LNG/C, the Master, and the LNG/C's Interests.
- 6.2. The LNG/C is required to be registered with the International Tanker Owners Pollution Federation Limited (ITOPF) and present this in a form of a certificate, when requested.
- 6.3. Adherence to Greek Laws and various international Conventions, Protocols, and Resolutions is mandatory for the LNG/C, the Master, and the LNG/C's Interests. These includes the following:
  - a) The International Convention for the Prevention of Pollution of the Sea by Oil (OILPOL).
  - b) The Convention for the Protection of the Mediterranean Sea Against Pollution (Barcelona Convention) and The REMPEC Protocol.
  - c) The International Convention for the Prevention of Pollution from Ships (MARPOL and ANNEXES I, II, III, IV, V), MARPOL 1997 Protocol (Annex VI), and IMO's Resolution MEPC.277(70).
  - d) The International Convention for the Control and Management of Ships' Ballast Water (BWM 2004) and Sediments, as ratified in Greece by Law 4470/2017.
  - e) The LNG/C must maintain an up-to-date Shipboard Oil Pollution Emergency Plan (SOPEP) under MARPOL, approved by its flag state. The LNG/C must also provide records confirming crew training in STS Operations, and also in responding to emergency

situations upon the Terminal's request. In all cases, the training qualifications and experience of the Master, officers and crew of the LNG/C shall be appropriate for the safe conduct of the entry to, maneuvering at and exit from the Port, the loading or unloading operations being conducted at the Terminal and the nature of the cargo being handled. The LNG/C Interests themselves must ensure that they have and retain on board sufficient personnel with a good working knowledge of the English language to, at all times, enable operations to be carried out efficiently and safely and to maintain quick, reliable ship/shore communications on operating matters and in emergency situations.

- 6.4. In the event of pollution involving the LNG/C, the Master is obligated to immediately notify both the Terminal and the Port Authority.
- 6.5. Any fines imposed for pollution, along with cleanup costs, arising from or caused by the LNG/C, under applicable laws, regulations, conventions, or decrees, shall be the exclusive responsibility of the LNG/C and its Interests.
- 6.6. Pollution incidents will be investigated by the Terminal or Terminal Representatives and authorities. The entire cost of investigation, cleanup for pollution stemming from or caused by the LNG/C, its Master, crew, and Interests, shall be solely borne by the LNG/C and its Interests. Legal actions, both penal and civil, may be pursued.
- 6.7. The LNG/C and its Interests must protect, defend, indemnify, compensate, and hold harmless the Terminal and Terminal Interests and the Terminal Operator and their respective Representatives, from any losses, damages, liabilities, suits, complaints, claims, and expenses resulting from pollution liabilities, except in cases where liability arises solely from the Terminal's, Terminal Interests or Terminal Operator's sole negligence.
- 6.8. The LNG/C's Interests are exclusively responsible for any delays, demurrage, or damages for detention arising from pollution-related issues. The Terminal, the Terminal Operator and Terminal Interests bear no liability or responsibility for such delays or damages.

## 7. Terminal's Hours of Operation

- 7.1. The Terminal operates on a 24/7-hour basis, except otherwise informed by the Terminal. However mooring operations are not allowed during nighttime. Unmooring operations are conducted on a 24-hour basis, at all times consistent with favorable wind and sea conditions, visibility, lighting and availability of Pilot, tugs and line handling crews. The above is subject to the prevailing and expected sea and weather conditions, and at the full discretion of the Port Authority or of the Terminal.

## 8. Force Majeure

- 8.1. A force majeure event refers to circumstances or occurrences beyond the control of and without fault or negligence of the affected party, which, despite reasonable diligence, the party was unable to prevent. The scope of such events is limited to the following:



- a) Riot, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition, or compulsory acquisition by any governmental or competent authority.
  - b) Ionizing radiation or contamination, radioactivity from nuclear fuel or nuclear waste combustion, radioactive toxic explosive, or other hazardous properties of explosive assemblies or nuclear components.
  - c) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
  - d) Earthquakes, tsunamis, lightnings or other physical natural disasters.
  - e) National-level strikes or industrial disputes affecting an essential portion of the works, excluding disputes specific to the performance of the works or the CoU
- 8.2. Neither party bears responsibility for failing to fulfill its obligations under these Conditions of Use (CoU) if prevented or delayed by a force majeure event.
- 8.3. In the case of a force majeure event, the party unable to perform its CoU obligations must promptly notify the other party and the Port Authority, providing detailed information about the force majeure event and the reasons preventing or delaying compliance. The affected party must make reasonable efforts to mitigate the impact of the force majeure event on its performance and fulfill its obligations under the CoU.
- 8.4. Once the force majeure event concludes, the affected party must recommence the performance of its obligations as soon as reasonably practicable.
- 8.5. A force majeure event does not exempt a party from liability for obligations arising before the event or affect the timely payment of matured monetary obligations.
- 8.6. The Terminal and the Terminal Interests hold no responsibility or liability toward the LNG/C and its Interests for:
- a) any costs, losses, expenses, or damages incurred by the LNG/C and the LNG/C Interests during a force majeure event, and
  - b) any delay costs or damages arising from or related to a force majeure event.

## 9. Use of Terminal

- 9.1. Utilization of the Terminal and the Terminal Facilities must consistently adhere to Greek Laws, TAC, the Manual, and the CoU
- 9.2. The use of the Terminal and the Terminal Facilities comes with the explicit understanding that the Terminal, Terminal Operator, and Terminal Interests shall not be held liable for any losses, damages, or claims arising from the operation of LNG/Cs at the Terminal, except in cases where liability arises solely from the Terminal's, Terminal Interests' or Terminal Operator's own fault.
- 9.3. Specifically, the Terminal, the Terminal Operator, and the Terminal Interests, except in cases where liability arises solely from the Terminal's or the Terminal Interests' or Terminal Operator's own fault. bear no responsibility for:

- a) any loss or damage to the LNG/C, its Master, crew, cargo, or LNG/c Interests.
  - b) property damage or loss, personal injury, or fatalities suffered by the LNG/C, its Master, crew, cargo, or any personnel of LNG/C Interests while at the Terminal.
  - c) damage to the LNG/C or its Interests due to any delays, regardless of cause.
  - d) any resulting claims, damages, or costs, whether direct or indirect.
  - e) any pollution emanating from the LNG/c regardless of any act, omission, breach of duty, fault, neglect or strict liability of the Terminal Interests.
  - f) any hazard as defined in condition 12 hereof regardless of any act, omission, breach of duty (statutory or otherwise), fault, neglect or strict liability of the Terminal Interests.
- 9.4. The Terminal and the Terminal Interests are not accountable to the LNG/C, its Master, crew, cargo interests, or LNG/C Interests for losses related to strikes or labor disturbances, regardless of the Terminal's involvement.
- 9.5. Unless solely caused by the Terminal's, or Terminal Interests' or Terminal Operator's fault, the Terminal, the Terminal Interests and the Terminal Operator, hold no responsibility or liability, and the LNG/C and its Interests must indemnify, defend, hold harmless and compensate the Terminal, the Terminal Interests and the Terminal Operator fully (e.g., regarding third-party claims) for any damages, claims, costs, or expenses arising from or connected to:
- a) losses incurred by the Terminal, the Terminal Interests and the Terminal Operator due to damage or injury (direct or consequential) to the Terminal and the Terminal Facilities or personnel related to the LNG/C's use of the Terminal and the Terminal Facilities, involving fault, wholly or partially, of the LNG/C's Master, officers, or crew, including negligent navigation and that of the LNG/C's Interests,
  - b) losses incurred by third parties due to damage to their property, loss of life, or injury to their personnel related to the LNG/C's use of the Terminal and Terminal Services, involving fault, wholly or partially, of the LNG/C's Master, officers, or crew, including negligent navigation and that of the LNG/C's Interests, and
  - c) any damage or loss (direct or consequential) to the LNG/C, its Master, crew, or LNG/C Interests, whether at the Terminal or not.
- 9.6. All exemptions, limitations, conditions, indemnities, and liabilities outlined herein, as well as every right, exemption from liability, indemnity, compensation, defense, and immunity applicable to the Terminal, Terminal Operator, and Terminal Interests, extend to protect every servant or agent of the Terminal, Terminal Operator, and Terminal Interests.

## 10. Drugs and Alcohol

- 10.1. As part of the prequalification process before permitting the LNG/C to dock at the Terminal, the LNG/C and the LNG/C Interests must establish an effective drug and alcohol abuse policy, with a copy prominently displayed onboard. This policy must meet or exceed the standards outlined in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard LNG/Cs.
- 10.2. While the LNG/C operates within the Terminal's operational boundaries:

- a) The drug and alcohol abuse policy must be strictly adhered to, with the Master ensuring that no restricted drugs (excluding those in the medical locker) are onboard and that no alcohol is consumed or available for consumption.
- b) The LNG/C's Master and crew must maintain a zero-blood alcohol level during the LNG/C's approach, berthing, presence at berth, unberthing, and departure from the Terminal.

## 11. Personal Protective Equipment

- 11.1. In accordance with the Terminal's safety policies, the wearing PPE including safety helmets and eye protection is mandatory for all persons in and/or outside all Terminal's facilities.
- 11.2. The Terminal therefore requires all LNG/C's crew and personnel and Representatives to wear such clothing (PPE) at all times when they are on the Terminal and outside all Terminal's buildings.

## 12. Removal of Wrecks

- 12.1. If the LNG/C or any object on board becomes, or is likely to become, an obstruction, threat, or danger to navigation, operations, safety, health, environment or security of the Terminal (a "hazard"), the Master and the LNG/C's Interests shall, at the option of the Terminal, take immediate action to clear, remove or rectify the hazard as the Harbor Master may direct and pending such removal, at the expense of the LNG/C Interests shall mark, light and watch the same, or the Terminal shall be entitled to take such measures as it may deem appropriate to clear, remove or rectify the hazard and the LNG/C and LNG/C Interests shall be solely responsible and liable for all fees, costs and expenses associated therewith.
- 12.2. For issues of wrecks and wreck removal Greek Law (inter alia Law 2881/2001 as amended) shall apply.
- 12.3. Without limitation of liability of the Master and the LNG/C's Interests, the Master of the LNG/C shall immediately report to the relevant authorities and Terminal any accident, incident, claim, damage, loss or unsafe condition or circumstance. Any such report shall be made in writing and signed by the Master. The relevant authorities, Terminal and the Terminal Interests shall be entitled to inspect and investigate any such report.
- 12.4. In the event of any escape or discharge of oil or oily mixture from the LNG/c within the Terminal or Terminal Facilities which interferes with the normal operation of the Terminal, the Terminal shall be entitled to take such steps as are necessary to clean up the resulting pollution, and the cost of such measures shall be recoverable from the LNG/c Interests.

## 13. Liability- Insurance

- 13.1. The LNG/C and LNG/C Interests must ensure that the LNG/C carries and shall at all times carry valid insurance cover for hull and machinery (H&M) including blocking and trapping, institute war and strikes, collision and allision liability (including FFO cover) and wreck removal - all at replacement value.

- 13.2. The LNG/C and LNG/C Interests must ensure that the LNG/C carries and shall at all times carry valid insurance cover as per Directive 2009/20/EC of the European Parliament and of the Council of 23 April 2009 on the insurance of shipowners for maritime claims (ratified in Greece as per Presidential Decree 6/2012).
- 13.3. The LNG/C and LNG/C Interests must ensure that the LNG/C carries and shall at all times carry valid insurance cover for protection and indemnity with a P&I Club (which must be member of the International Group of P&I Clubs - if not the LNG/C will not be granted access to the Terminal) which covers for the maximum limit available inter alia:
- a) liability for environmental pollution (including from equipment supplied by the LNG/C's Interests)
  - b) oil pollution (cover for US\$ 1,000,000,000)
  - c) clean-up costs and pollution damages
  - d) damage to other vessel (collision and Running Down Clause 'RDC', included with a deductible of no more than USD 50.000,00 Fifty thousand US dollars)
  - e) allision and damage to other property (striking and Fixed and Floating Object 'FFO' included)
  - f) loss or damage to cargo
  - g) crew, passenger and other death/personal injury
  - h) third party economic loss (for inter alia loss of use of a berth and the Terminal's jetty)
  - i) wreck removal.
- 13.4. Upon the Terminal's request and in any event before the LNG/C's arrival at the Terminal, the LNG/C, the Master and the LNG/C's Interests must provide evidence to the Terminal of the above insurance policies/covers as well as providing to the Terminal the following certificates:
- a) Certificate on Civil Liability for Bunker Oil Pollution Damage (CLB) - Bunkers Convention Blue Card (compulsory insurance as per Greek Law 3393/2005 as amended)
  - b) Wreck Removal Certificate (compulsory insurance as per Greek Law 2881/2001 as amended)
  - c) Ship Sanitation Certificate
  - d) Maritime Labor Certificate (MLC Certificate) (as per Greek Law 4078/2012 ratifying the 2006 MLC).
- 13.5. Subject to conditions 12 and 13.6, the liability of the LNG/C, her Master and crew and of the LNG/C's Interests to the Terminal and the Terminal Interests and of the Terminal and Terminal Interests arising out of the operation of these Conditions of Use shall be limited in all circumstances to US\$ 150,000,000 (One hundred and fifty million United States Dollars) for any one accident or occurrence, the LNG/C Interests, their insurers including their P&I Club hereby waive any rights they may otherwise have under applicable law or any applicable convention to limit their liability at any lower limit.

- 13.6. The LNG/C Interests will give the Terminal Interests thirty (30) days' prior written notice of cancellation of the P & I Club's entry as to the LNG/C. Until such time as P & I cover or any equivalent replacement is reinstated or procured, and evidence thereof is provided in accordance with this condition 13, the Terminal Interests shall be entitled to refuse entry by the LNG/C into the Terminal. In the event the LNG/C Interests fail to provide such notice of cancellation and subsequently enter the Terminal without P & I cover conforming to the requirements of this condition 13, then as to that entry (and any subsequent entry where the same absence of cover applies) the aggregate limit of liability prescribed in condition 13.5 shall not apply.
- 13.7. Any and all insurance policies obtained or maintained by the LNG/C Interests shall contain a waiver in favor of the Terminal Interests of all rights of subrogation of claims by the LNG/C Interests' insurers against the Terminal Interests to the extent of the liabilities undertaken and the waivers agreed in these Conditions of Use by the LNG/C Interests, or (ii) be supplemented by a separate written instrument indicating that the insurer agrees to waive all such rights of subrogation. The LNG/C Interests shall deliver to the Terminal Interests evidence reasonably satisfactory to the Terminal Interests of such waiver of insurers' rights of subrogation, failing which the Terminal Interests shall be entitled to refuse entry by the LNG/C into the Terminal.

## 14. Change of Ownership or Management of Master

- 14.1. The Master and/or the LNG/C Interests are under an obligation to immediately notify the Terminal in writing in case of change of ownership and/or management and/or Master of the LNG/C before the LNG/C arrives or whilst she is at the Terminal.
- 14.2. In case of such change, the Terminal at all times reserves the right to withdraw its permission to the LNG/C to call at the Terminal. If she is already berthed, the Terminal reserves the right to direct the LNG/C to leave the Terminal without any cost or expense or liability to the Terminal.

## 15. Law & Jurisdiction

Each and every party mentioned herein hereby irrevocably agrees that:

- 15.1. The CoU the Manual shall be governed by, interpreted and construed in accordance with the Laws of Greece.
- 15.2. In relation to any matter or dispute whatsoever and howsoever arising out of or in connection with the CoU and the Manual and the transactions contemplated thereunder as well as any dispute whatsoever and howsoever arising between the parties mentioned herein (including but not limited to disputes under contract or in tort) each of the parties irrevocably submits to the exclusive jurisdiction of the Courts in Piraeus, Greece and waives any objection to proceedings in the Courts in Piraeus, Greece on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 15.3. Process may be served on any party mentioned herein in any manner authorized by the Laws of Greece for such persons and any such party irrevocably waives any objection whatsoever which it might otherwise have to service of process under the Laws of Greece.

## 16. Authority and Execution

- 16.1. The signatory to this document on behalf of the Vessel Interests warrants that it has the authority to bind each of the Vessel Interests and the Vessel Personnel and must notify these Conditions of Use to those persons.
- 16.2. The CoU should be read and agreed together with the Manual and TAC. In the event of a conflict or any inconsistency between these Conditions of Use and any other conditions of use applicable at the Terminal or the Manual, the provisions of these Conditions of Use shall remain in force.
- 16.3. The Vessel Interests signify their acceptance of these Conditions of Use by execution of this document (and if so, may be by execution in counterparts, which when taken together will constitute the whole document) or by acceptance of the Terminal Services or by causing the Vessel to enter the LNG/c Facility and its approaches.

The above CoU T/C were agreed and accepted by:

**On behalf of LNG/c**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**On behalf of the Terminal**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

