

APPENDIX 3

VESSEL-RELATED PROCEDURES

English translation for information.

Disclaimer

The present translation is not binding and is provided by Fosmax LNG exclusively for information purposes. Fosmax LNG disclaims any warranty of any kind as to the accuracy and completeness of the present translation, the document in French being the sole and unique reference for the execution of the Contract and that would in any case prevail over any translated version. Fosmax LNG reserves the right to update the translation at any time as deemed necessary by Fosmax LNG to improve and/or adjust the quality and/or content of the translation submitted and available on Fosmax LNG's website. The Shipper is free to use the translated document at its own risk and under its own responsibility, and remains liable to check the latest version available on the website for this purpose. In addition to the translation proposed by Fosmax LNG, the Shipper may use at its own risk and costs, other translated documentation if deemed necessary by the Shipper with the understanding that in any event a translation would not be taken into consideration if a discrepancy were to arise between the translation and the French version.

This appendix is an operational appendix which applies without prejudice to the provisions of the General Terms and Conditions.

The terms beginning with a capital letter in this appendix have the meaning given in the definitions of the General Terms and Conditions.

1 Vessel Scheduling at the Terminal

The Shipper shall notify the name of the Vessel in its Monthly Schedule Request in accordance with paragraph 7.2 of the General Terms and Conditions.

The Operator shall notify the Cargo scheduling procedures with the notification of the Monthly Schedule. The Cargo scheduling procedures shall include: (i) the characteristics of the Cargo such as the Window of Arrival, the estimated Energy Content to be unloaded or reloaded and (ii) the Vessel Reception procedures.

The Vessel Reception procedures shall consist of Vessel safety inspections (inspections according to the SIRE questionnaire (OCIMF Ship Inspection Report) or operational and/or technical requirements of the Operator in order to ensure safety and smooth operations during Port Calls, with the Operator acting as a Prudent and Reasonable Operator.

2 Ship Approval

Any vessel for which the Shipper requests access to the Terminal must meet the acceptability conditions described in the Approval Procedure in order to receive the Approval referred to in paragraph 10.1 of the General Terms and Conditions. The "Ship Approval Procedure"¹ is published on the Operator's website. It is established in line with the "LNG Ship Approval Procedure" produced by the GLE².

A vessel's Approval shall constitute a Specific Service of the Contract.

The Shipper can request the Approval of a vessel at any time. The Operator shall register the request and specify its feasibility within the time frames required by the Shipper.

The Shipper shall be responsible for the Ship Owner's diligence for the vessel's Approval. The Operator shall make its best efforts to ensure smooth running of the procedure and that the Terminal information is passed on to the Ship Owner.

The Vessel's Approval with the Terminal is completed when the Ship-Shore Safety Plan (SSSP, see article 4 of this appendix) is established and up to date.

The names of the Vessels approved at the Terminal shall be published on the Operator's website.

The Shipper shall ensure that the Ship Owner complies with the necessary conditions to maintain the Vessel's Approval.

The Vessel's Approval at the Terminal may be reviewed at any time by the Operator, in accordance with the provisions of the "Ship Approval Procedure", in particular if the Vessel changes name, flag, technical manager or Ship Owner, or if its pre-acceptance questionnaire has not been updated in at least two years.

The Operator shall reserve the right to check that all of the Vessels comply with the approval conditions, in particular through inspections, and, in the event of non-compliance, the right to make continuance of its Approval contingent on the implementation of corrective measures, refuse the Vessel's access to the Terminal or withdraw its Approval.

The Operator can, at any time, change the configuration of berth for safety or efficiency reasons. In these cases, the Operator shall inform the Shipper, with which it shall liaise, of the change.

¹ Document in English only.

² Gas LNG Europe, group of European LNG terminal operators.

3 Operational conditions of Reception

3.1 *Estimation of the time of arrival by the Shipper, notification of the ETA*

For each Window of Arrival, the Shipper shall inform the Operator of the estimated time of arrival (ETA) of the Vessel at the Pilot Boarding Station for access to the Terminal, in accordance with the information exchange procedure between the Vessel and the Terminal described in paragraph 5.1 of this appendix.

3.2 *Adjusted Arrival Slot*

The Shipper may at any time request to have the Vessel arrive before the start or after the end of the Window of Arrival determined in accordance with the provisions of article 6 of the General Terms and Conditions.

If the request concerns an arrival before the start of the Window of Arrival, the Operator shall define an Adjusted Arrival Slot as soon as possible according to its Scheduling availability and that starts no later than at the start of the Window of Arrival.

If the request concerns an arrival after the end of the Window of Arrival, the Operator shall give its agreement to the Master and to the GPMM Port Authorities to accommodate the Vessel alongside the Terminal berth, by defining an Adjusted Arrival Slot, as soon as possible according to its Scheduling availability, in particular by respecting the priority of the Vessels that have arrived or that are scheduled to arrive within their Window of Arrival or their Adjusted Arrival Slot. Any refusal by the Operator shall be duly substantiated.

3.3 *Notice of Arrival and berthing*

A Notice of Arrival, drafted according to the form indicated in paragraph 5.2 of this appendix, shall be sent by the Master to the Operator at the address of the Terminal stated in the Specific Conditions, as soon as all of the conditions below have been met:

- (i) the Vessel has reached the Pilot Boarding Station,
- (ii) the Vessel has obtained from the GPMM's Port Authorities all of the authorisations required to enter the port and to berth at the Terminal's dock,
- (iii) the Vessel has obtained from its Ship Owner and from the Shipper all of the authorisations required to perform Unloading or Reloading,
- (iv) the Vessel has received an Adjusted Arrival Slot from the Operator, where applicable,
- (v) the Master has ordered the Port Services necessary for the berthing of the Vessel,
- (vi) the Vessel is ready to berth.

All Vessels are required to issue a Notice of Arrival within their Window of Arrival, scheduled in accordance with the provisions of article 7 of the General Terms and Conditions, or within their Adjusted Arrival Slot notified in accordance with paragraph 3.2 of this appendix.

When the Notice of Arrival is issued, the Operator shall give its agreement to the Master and to the GPMM's Port Authorities to accommodate the Vessel alongside the Terminal berth as soon as possible. The authorisation for the Vessel to berth at the Terminal's dock is given by the Port Authorities.

3.4 *Unloading, Reloading and Operating Record*

Once the Master has all of the rights to proceed, the Unloading or Reloading can take place when:

- (i) the Master and the Operator have filled in and validated without reservation the SSSP and the regulatory Ship-Shore Checklist (« *Check-list* »),
- (ii) the Cargo inspection has been carried out by the Vessel, in the presence of the Operator.

The Cargo inspection indicates, in particular, the pressures at the top of the Vessel's tanks and the liquid phase temperatures in each of the tanks, which must comply with the requirements specified in paragraph 3.5 of this appendix.

The Operator shall then take all appropriate measures for the Unloading or Reloading, in accordance with the procedures described in the SSSP in article 4 of this appendix.

The Vessel shall be required to leave the dock as soon as the Commercial Operations are completed, unless otherwise agreed with the Operator or as specifically instructed by the Port Authorities.

The Operator, in its capacity as a Prudent and Reasonable Operator, shall reserve the right to not start or suspend the Unloading or Reloading and require the Vessel to be removed from the Terminal in the following cases:

- (iii) if requested to do so by the Port Authorities,
- (iv) not obtaining all administrative and customs authorisations by the Vessel to perform the Unloading or Reloading within a maximum period of one Hour after the validation of the Ship-Shore Checklist or within a maximum of six

- Hours after mooring,
- (v) violation of or non-compliance with the regulations of the Port Authorities, or the rules set out in the Contract,
 - (vi) non-compliance with the Ship-Shore Checklist or with the SSSP,
 - (vii) endangerment of the safety of property and/or people and in particular that of the Vessel, its crew, the Operator's staff, the Terminal's staff or the surrounding area,
 - (viii) non-compliance of the LNG transported by the Vessel to the Terminal in relation to the specifications referred to in paragraph 14.1 of the General Terms and Conditions or expressly accepted by the Operator under the conditions referred to in paragraph 14.3 of the General Terms and Conditions,
 - (ix) occurrence of a circumstance referred to in articles 16 or 18 of the General Terms and Conditions,
 - (x) the Vessel or its crew does not meet the performance requirements communicated to the Operator by the Shipper at the time of the scheduling of the Unloading or Reloading.

The times, equipment used, events and any useful information shall be indicated in the Terminal's Operating Record, a template of which is provided in paragraph 5.3 of this appendix. The Operating Record shall be signed by the Vessel's Master and by the Operator at the beginning and at the end of the Unloading or Reloading.

3.5 *Management of evaporations during Unloading or Reloading and consequences*

The thermodynamic state of the liquid and vapour phases in each of the Vessel's tanks must comply with the following requirements:

- o in the case of Unloading: for each tank to be unloaded, the pressure of the vapour phase, in thermodynamic equilibrium with the liquid phase, is less than 1,100 mbar absolute;
- o in the case of Reloading: for each tank to be reloaded, the average temperature of the vapour phase is below -130 °C and it is possible to detect LNG at the bottom of the tank.

The operating conditions of the Terminal and/or Vessel (in particular the thermodynamic state of the liquid and vapour phases of the Vessel's tanks) may make it momentarily impossible to reincorporate the evaporations. According to the conditions stated in paragraph 8.3 of the General Terms and Conditions, there shall be a reduction in the rate of Unloading or Reloading, or flaring of the evaporations that cannot be reincorporated.

3.6 *Port Call Duration*

The Port Call shall include the following operations:

1. Fairway navigation, berthing and mooring,
2. Connection of arms, procedures and inspection,
3. Unloading or Reloading,
4. Drying of tanks in the event of Unloading,
5. Purging, inspection and reheating,
6. Supplies,
7. Disconnection,
8. Unberthing and fairway navigation.

The Commercial Operations are operations 2 to 7. In all cases, the Shipper shall be required to perform operations 1 to 8 in such a way as to comply with the Port Call Duration.

The Shipper may perform operations 4 and 6 while on Port Call at the Terminal. Nevertheless, it must request the prior authorisation of the Operator within the time frames provided for in paragraph 5.1 of this appendix for the Specific Services and obtain authorisation from the Port Authorities. The Operator shall accept these operations provided that the Port Call Duration is complied with and if permitted by the Terminal's operations.

The Shipper may ask the Operator for authorisation to extend the Port Call Duration. The Operator shall accept if such extension does not disturb the Terminal's Scheduling.

The Specific Services are described in the catalogue of services published on the Operator's website.

For supplies requirements, the Operator shall authorise, under the Shipper's responsibility, third parties to have access to the berth.

Bunkering operations shall be carried out as per article 6 of this appendix.

Case of Unloading:

The Port Call Duration shall be 30 hours for Cargo from which volume unloaded is less than or equal to 160,000 m³. For Cargo from which the volume unloaded more than 160,000 m³, the Port Call Duration shall be measured in Hours and defined by using the following formula, rounded up to the higher Hour:

$$\text{Port Call Duration} = 30 + ((Q - 160,000)/12,000),$$

- Q being the volume of LNG unloaded,
- 12 000 being the average Unloading flow rate.

Case of Reloading:

$$\text{Port Call Duration} = 21 + Q/ 4 000,$$

- Q being the volume of LNG reloaded,
- 4 000 being the average Reloading flow rate.

The Effective Port Call Duration starts from receipt of the Notice of Arrival by the Operator and ends at a date corresponding to the ship sails + three (3) Hours.

Any event that may extend the Port Call beyond the Port Call Duration, in particular related to the Vessel's pumping capacity or the Terminal's Reception capacity, irrespective of the cases referred to in paragraph 3.4 of this appendix, must be notified to the other Party as soon as possible.

4 Ship-Shore Safety Plan (SSSP) and Preliminary Meeting

The SSSP (Ship-Shore Safety Plan), referred to in paragraph 10.5 of the General Terms and Conditions, is specific for each operation, each Vessel and each Terminal.

It gathers all technical, operational, safety, security information pertaining to the Vessel and the Terminal, and applicable when the Vessel is within the Port area or alongside, to ensure safe operations. Information included in the SSSP are also an input for the regulatory Ship-Shore Checklist before starting Cargo Transfer operations.

It shall notably include information shared between the Vessel and the Terminal:

- Description of nautical and port environment and instructions
- Description of terminal facilities
- Vessel general information and design
- Contact list of persons responsible / involved in the Call
- Mooring
- Ship / shore communication
- Access on board
- Cargo Transfer procedures
- Safety instructions and operating limits
- Firefighting equipment
- Cargo Transfer emergency shutdown procedures
- Emergency shutdown procedures in the event of an accident or incident
- Instructions for additional operations.

The SSSP consists in:

- Terminal Handbook
- Specific operations plan for the Port Call
- Ship-Shore Checklist
- Vessel's documents gathered during Vessel's Registration Procedure

In order to finalize the Vessel's Approval and jointly approve the SSSP, the Operator and the Vessel's Ship Owner shall organize a ship/shore interface meeting (meeting at the Terminal or conference call according to Operator's requirements) prior to the first Port Call of the Vessel.

FOSMAX LNG DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

During the pre-transfer meeting before the Cargo Transfer of each Port Call of the Vessel at the Terminal, the SSSP is reviewed, updated where necessary and jointly approved by the designated representatives of the Operator and of the Ship Owner. SSSP's prescriptions are implemented throughout the Port Call.

The SSSP is updated by the Operator and by the Ship Owner, in particular:

- in case of modification of the information in the SSSP;
- after regulatory updates of the Ship-Shore Checklist by the Port Authorities;
- further to review of good practices related to operations issued by SIGTTO or OCIMF for instance;
- at any time for safety reasons regarding the Vessel or the Terminal.

If no agreement is reached between the Operator and the Ship Owner on the SSSP, the Approval status as defined in paragraph 10.1 of the General Terms and Conditions shall not be granted or shall be withdrawn by the Operator.

A safety drill may be organized with the Vessel when calling at the Terminal.

5 Information exchanged relating to the Port Call

5.1 General

The following information shall be exchanged by letter or any other agreed means, and shall specify the name of the Vessel, the Cargo number, and the date and time of sending.

All of the dates and times indicated must be given in Coordinated Universal Time (UTC).

LOCATION, DATE, CIRCUMSTANCES	NATURE	AUTHOR(S)	RECIPIENT(S)
During Approval Procedure and prior to the first Port Call	SSSP	Operator and Ship Owner	Operator and Master
Prior to the Port Call	Drawing up of a Declaration Of Safety (DOS) if applicable	Operator and Master	Operator and Master
Prior to the Port Call	If applicable, organisation of a SIRE Inspection: Request for access of inspector(s) on board	Operator	Ship Owner and Shipper
No later than 7 days before the start of the Window of Arrival Or no later than the Day following the Loading if the Vessel loads less than 7 days before the start of the Window of Arrival	ETA Cargo characteristics, Loading Certificate if applicable Forecast value of these characteristics (volume, quality, temperature) upon arrival at the Terminal	Shipper	Operator
No later than 5 days before the start of the Window of Arrival	If applicable, requests for Specific Services related to the Vessel	Master and Shipper	Operator
	If applicable, requests for Specific Services related to the Cargo (drying out, etc.) that are not included in the Monthly Schedule, mentioning the estimated duration of each operation	Shipper	Operator
7 days, 48 hours, 24 hours & 6 hours before the start of the Window of Arrival	Update of the Vessel's position and her ETA. Mean temperature of the LNG, mean temperature and pressure of the vapour phase in each tank of the Vessel. LNG volume in each tank.	Master	Operator
24 hours before the start of the Window of Arrival	<ul style="list-style-type: none"> ▪ Crew list ▪ Visitors list 	Master	Operator
At the entrance to the fairway, when passing the Omega buoy	Position and ETA	Master	Operator
At the Pilot Boarding Station before the Port Call	Notice of Arrival	Master	Operator
	Agreement for accommodating the Vessel for berthing	Operator	Port Authorities and Master
At the dock, before and	SSSP , including Ship-Shore Checklist	Operator and	Operator, Master

LOCATION, DATE, CIRCUMSTANCES	NATURE	AUTHOR(S)	RECIPIENT(S)
during the transfer		Master	and Port Authorities
At the dock, before and after the transfer	Operating Record (« <i>Time Sheet</i> »)	Operator and Master	Operator and Master

And if applicable:

LOCATION, DATE, CIRCUMSTANCES	NATURE	AUTHOR(S)	RECIPIENT(S)
<p>At sea in case of a change to the ETA, i.e. modification of the forecast ETA in relation to the last forecast sent to the Operator by the Master during sea passage, greater than:</p> <ul style="list-style-type: none"> ▪ 3 Hours for forecasts of 7 days, 48 Hours and 24 Hours before arrival ▪ 1 Hour for a forecast of 6 Hours before arrival 	<p>Update of the Vessel's position and its new ETA, reason for the change</p>	<p>Master and Shipper</p>	<p>Operator</p>
<p>At any time</p>	<p>Any event affecting the Shipper, the Vessel or the Operator, their equipment or all or part of the Cargo that may affect the safety of operations or their smooth running</p>	<p>Operator, Shipper or Master</p>	<p>Operator, Shipper and Master</p>
<p>At any time</p>	<p>Any other information that is missing or necessary for ensuring the smooth operation of the Port Call</p>	<p>Operator, Shipper or Master</p>	<p>Operator, Shipper and Master</p>

5.2 Avis d'Arrivée / Notice of Arrival

NAVIRE/VESSEL

CARGAISON N° / CARGO

DATE (JJ/MM/AA) / DATE (DD/MM/YY):

HEURE / TIME (hh:mm):

EMETTEUR (Navire) / FROM (Vessel):

DESTINATAIRE / TO:

Terminal Méthanier de Fos Cavaou/ LNG Terminal of Fos Cavaou

COPIE / COPY TO:

En accord avec l'article 3 de l'Annexe 3 du Contrat, nous vous informons que :

- le Navire a rejoint la Zone d'Embarquement du Pilote,
- le Navire a réuni de la part des Autorités Portuaires du GPMM toutes les autorisations nécessaires pour pénétrer dans le port et venir s'amarrer au quai du Terminal,
- le Navire a réuni de la part de son Armateur et de l'Expéditeur toutes les autorisations nécessaires pour effectuer le Déchargement ou le Rechargement,
- le Navire a reçu de la part de l'Opérateur une Plage d'Arrivée Ajustée le cas échéant,
- le Navire est prêt à accoster, le Capitaine ayant commandé les Services Portuaires nécessaires à la mise à quai.

Restrictions connues empêchant le Navire de respecter la Durée d'Escale (à compléter le cas échéant par le Capitaine) :

In accordance with article 3 of appendix 3 of the Contract, we hereby inform you that the Vessel:

- reached the Pilot Boarding Station of the Port Autonome de Marseille-Fos, and
- gathered from the GPMM's Port Authorities all necessary authorisations to enter the port and come to berth in the Terminal,
- gathered from its Owner and Shipper all necessary authorisations to carry out the Cargo's Unloading or Reloading,
- received from the Operator an Adjusted Arrival Slot, if applicable,
- is ready to berth after the Master has ordered all the Port Services required for berthing.

Known restrictions preventing the Vessel from complying with the Port Call Duration (to be completed by the Master, if applicable):

Nous vous informons que les principales caractéristiques thermodynamiques de la Cargaison pour chacune des cuves du Navire sont les suivantes. *We hereby inform you that the main thermodynamic characteristics of the Cargo are the followings for each of the Vessel's tanks.*

N° cuve Tank #	Température moyenne du GNL LNG average temperature (°C)	Température de la phase gaz Gas phase temperature (°C)	Pression de la phase gaz Gas phase pressure (mbar abs)	Volume GNL LNG quantity (m ³ LNG)
1				
2				
3				
4				
5				
6				

Le Capitaine du Navire
Vessel Master

Accusé de réception de l'Opérateur
Acknowledgement of receipt by the Operator

5.3 Relevé d'Opérations / Time sheet

At the beginning of the Port Call, the Operator shall provide a Time Sheet that includes at least the following information:

NAVIRE / VESSEL		DATE / DATE	
CARGAISON N° / CARGO #		ESCALE PRECEDENTE LAST PORT OF CALL	
ORDRE DU JOUR DE LA REUNION PREALABLE / PRELIMINARY MEETING AGENDA			
DESCRIPTION DE L'OPERATION / OPERATION DESCRIPTION		REMARQUES / COMMENTS	HEURE / TIME (hh:mm)
A	Avis d'Arrivée envoyé / <i>Notice of arrival sent</i>		
B	Réception de l'Avis d'Arrivée par l'Opérateur une fois pilote à bord / <i>Notice of Arrival received by the Operator once pilot on board</i>		
C	Bord à quai / <i>Side alongside</i>	Bâbord à quai / <i>Port side</i> <input type="checkbox"/> Tribord à Quai / <i>Starboard side</i> <input type="checkbox"/>	
D	1 ^{ère} amarre à terre / <i>First line ashore</i>		
E	Fin d'amarrage / <i>All fast</i>		
F	Accès à bord établi / <i>Ship/shore access fitted</i>		
G	Réunion Préalable / <i>Preliminary Meeting</i>	Début / <i>start</i> ----- Fin / <i>end</i>	
H	Branchement liaison terre-Navire <i>Ship-shore link connected</i>	Liaison PYLE / <i>PYLE link</i> <input type="checkbox"/> Liaison Optique / <i>Optical link</i> <input type="checkbox"/>	
I	Test des communications / <i>Communication tests</i>		
J	Test de l'arrêt d'urgence Navire à chaud / <i>Warm ESD test</i>		
K	Bras de transfert connectés et utilisés <i>Transfer arms connected and used</i>		
L	Test d'étanchéité et purge <i>Tightness test and purging</i>	Oui / <i>YES</i> <input type="checkbox"/> Non / <i>NO</i> <input type="checkbox"/>	
M	Les paramètres du transfert sont détaillés dans le Relevé d'Opérations pour chaque Escale, en fonction du Terminal, du Navire et des conditions opérationnelles ; il s'agit par exemple de la quantité à transférer, de la pression des cuves du Navire, des réservoirs du Terminal impliqués dans le transfert, du débit de mise en froid des bras, du débit des pompes, etc. <i>The transfer parameters are detailed in the Time Sheet specific to each call, depending on the Terminal, of the Vessel and of the operational conditions, such as the quantity to be transferred, the Vessel's tank pressure, the Terminal tanks involved in the cargo transfer, the arms cooling down rate, the pump flow rate, etc.</i>		
N	Reconnaissance initiale de Cargaison <i>Cargo initial inspection</i>	Début / <i>start</i> ----- Fin / <i>end</i>	
O	Signature de la Liste de Contrôle Terre-Navire <i>Signature of the Ship-Shore Checklist</i>		
P	Mise en froid des collecteurs du Navire <i>Cooling down of deck piping</i>	Début / <i>start</i> ----- Fin / <i>end</i>	
Q	Début de la mise en froid des bras <i>Starting of arms cooling down</i>		
R	Fin de la mise en froid des bras et début du transfert <i>Ending of arms cooling down and starting of LNG transfer</i>		

Visa Réunion Préalable / *Preliminary Meeting validation*

Le Capitaine du Navire
Vessel Master

L'Opérateur
The Operator

ORDRE DU JOUR DE LA REUNION DE CLOTURE / CLOSING MEETING AGENDA			
DESCRIPTION DE L'OPERATION / OPERATION DESCRIPTION		REMARQUES / COMMENTS	HEURE / TIME (hh:mm)
S	Pompes disponibles en service <i>Available pumps running</i>		
V	Début de la descente en débit <i>Start of ramp-down</i>		
W	Fin du transfert <i>End of LNG transfer</i>		
X	Vidange, purge et, le cas échéant, réchauffage des bras <i>Draining, purge and, if necessary, warming up of arms</i>	Début / start	
		Fin / end	
Y	Reconnaissance finale de Cargaison <i>Cargo final inspection</i>	Début / start	
		Fin / end	
Z	Fin de déconnexion des bras liquide <i>Liquid arms disconnected</i>		
AA	Fin de déconnexion du bras gaz <i>Vapour arm disconnected</i>		
BB	Appareillage programmé / <i>Sailing scheduled</i>		
CC	Avitaillement <i>Ship stores</i>	Début / start	
		Fin / end	
DD	Soutage <i>Bunkering</i>	Début / start	
		Fin / end	
EE	Autres (début et fin) / <i>Other (start and end)</i> - -		
FF	Observations, en particulier : tout événement ayant eu un impact sur la Durée d'Escale (début et fin) <i>Comments, in particular any event impacting the Call duration (start and end)</i>		

Visa réunion de clôture / *Closing meeting validation*

Le Capitaine du Navire
Vessel Master

L'Opérateur
The Operator

The following rules apply for carrying out Bunkering operations during the Port Call.

The request for such operations shall be done by using the below form (see also article 3.6 of this appendix).

Bunkering of LNG Carriers – GENERAL RULES

Bunkering of LNG carriers alongside at the Terminal is permitted according to the following rules. These general rules aim to ensure safe and smooth bunkering operations, without interfering in any way with LNG commercial operations.

1. A formal request for bunkering shall be sent to the Terminal at least 5 days before the arrival of the vessel according to the attached request form. Bunkering request shall be confirmed by the Shipper (customer of the Terminal).
2. Bunkering request may be accepted by Elengy only if the ship arrives at the beginning of her allocated window of arrival.
3. It is the ship responsibility to obtain any other authorization from Port Authority.
4. Bunkering shall be performed within the laytime notified to the vessel. Laytime may be extended provided that the Shipper agrees in advance to pay call extension fees. Unscheduled last-minute laytime extension will be submitted to inflated laytime extension fees.
5. Bunkering operations shall never be rushed against safety.
6. Bunkering operations shall be carried out from a bunkering barge alongside the LNG carrier.
7. The vessel shall comply with all operational and safety procedures and other requirements from the Port Authority, the Terminal and any regulation in force, and shall implement all required safety means.
8. At any step of the call, bunkering may be allowed by the Terminal only if there is enough time to complete bunkering operations smoothly and safely within the allocated laytime, based on current progress of commercial operations and bunkering operations schedule provided by the vessel:
 - 8.a) Bunkering timing will be discussed during ship/shore pre-transfer meeting prior to LNG transfer operations, especially regarding consequences of any unexpected delay and as per agreement signed between parties prior to arrival. Bunker barge cast off time and LNG carrier departure schedule shall be agreed with Terminal during the meeting.
 - 8.b) Bunkering shall start once LNG transfer operations completed, and after green light is given by the Terminal and Port Authority. Bunkering barge may come alongside during draining/purging of transfer arms or during stores/provision handling, provided that the Terminal permission has been granted and sufficient staff is available onboard for performing simultaneous operations safely.
 - 8.c) Should the bunker barge still be alongside at scheduled LNG carrier unmooring time, then vessel departure shall be postponed and updated time of sailing shall be re-scheduled as soon as possible, whatever the option chosen by the Shipper in the request form.
9. At any time, the Terminal may decide to cancel a scheduled bunkering operation or to stop an ongoing bunkering operation for safety or operational reasons.
10. Any breach of the rules by the ship or her service providers shall lead to the permanent refusal by the Terminal of future bunkering operations for this LNG carrier.
11. In any case, the Shipper is strictly liable for bunkering operations. Elengy accepts no liability whatsoever for any damages and/or costs due to bunkering operations. Thus, the Shipper undertakes to indemnify Elengy against any potential damages and/or costs and against any claims by third parties due to bunkering operations.

LNG Terminal	LNG carrier		
	Vessel name:	IMO:	
	Operator:	Charterer:	
	Ship agency:	Contact (phone #):	

1 Bunkering request *(to be filled by ship representative)*

LNG carrier ETA (day, time): Bunker supplier name: Bunker barge name: Type of bunker fuel: Quantity to be bunkered (MT): Overall estimated duration for bunkering (hours):	Ship representative name Date Signature & stamp
Ship representative comments:	

2 Elengy's agreement *(to be filled by Elengy)*

Berthing scheduled date (day, time): Initial laytime without bunkering (hours): Estimated laytime extension for bunkering (hours): Bunkering request: <input type="checkbox"/> accepted <input type="checkbox"/> rejected	Elengy representative name Date Signature & stamp
Elengy representative comments / conditions:	

3 Shipper's agreement *(to be filled by Terminal's customer)*

<input type="checkbox"/> Agrees with above schedule & bunkering conditions. <u>In case of unexpected delay</u> disturbing above schedule, following option shall apply: <input type="radio"/> No further laytime extension, bunkering quantity to be reduced within above schedule. <input type="radio"/> No further laytime extension, bunkering to be cancelled. <input type="radio"/> Further laytime extension to bunker a minimum of MT. <input type="radio"/> Further laytime extension within max. hours, quantity bunkered to be adapted consequently. <input type="checkbox"/> Does not agree with bunkering request & conditions. <i>If laytime extension, the Shipper shall bear additional fees according to Specific Services and shall have to face any consequences whatsoever (damages and/or costs) of laytime extension, including but not limited to, indemnify Elengy against any claims by third parties.</i>	Shipper representative name Date Signature & stamp
Shipper representative comments:	

Port Authority instructions in force and their updates (available on Port Authority website) but also, General Rules attached, are strictly applicable to bunkering operations.