

DATED: [DATE]

FLUXYS BUNKERING

AND

[FUEL SUPPLIER]

TRUCK TO SHIP LNG BUNKERING AGREEMENT

Regarding quay 526 in the Port of Antwerp

CONTENTS

Clause		Page
1.	Definitions	1
2.	Scope of the Agreement	2
3.	Request for bunkering permission.....	2
4.	Bunkering Checklist and further Bunkering Process	3
5.	Bunkering Fee.....	3
6.	Invoicing and payment.....	4
7.	Liability of the Fuel Supplier and the Ship Captain	4
8.	Term and termination	5
9.	Miscellaneous provisions.....	5

LIST OF SCHEDULES

Schedule 1	Definitions
Schedule 3.2	Adherence agreement
Schedule 4.2	Bunkering Process

TRUCK TO SHIP LNG BUNKERING AGREEMENT

This truck to ship LNG bunkering agreement (the "**Agreement**") was concluded on [date] (the "**Date of this Agreement**").

BETWEEN:

- (1) **FLUXYS BUNKERING**, a limited liability company ("*besloten vennootschap met beperkte aansprakelijkheid*") incorporated under the laws of Belgium, with registered office at Guimardstraat 4, 1040 Brussels, Belgium, registered with the register of legal entities ("rechtspersonenregister", RPR/RPM) under company number 0645.978.824, ("**Fluxys Bunkering**");

AND:

- (2) [**FUEL SUPPLIER**], a [limited liability company ("*naamloze vennootschap*")], incorporated under the laws of Belgium, with registered office at [address], Belgium, registered with the register of legal entities ("rechtspersonenregister", RPR/RPM) under number [number], (the "**Fuel Supplier**");

The parties listed under (1) to (2) will hereinafter be referred to as "**Party**", individually, and as the "**Parties**", collectively.

WHEREAS:

Fluxys Bunkering is appointed by the Port of Antwerp as concessionaire for LNG bunkering of inland vessels and seagoing vessels at quay 526 and quay 528 in the Port of Antwerp.

As concessionaire, Fluxys Bunkering wishes to offer the Fuel Supplier upon request permission for truck to ship LNG bunkering at quay 526 in the Port of Antwerp and the Fuel Supplier wishes to request such permission, all pursuant to the terms and conditions as set out in this Agreement.

IT HAS BEEN AGREED AS FOLLOWS:

1. DEFINITIONS

The words and expressions written with capital letters that are used in this Agreement and that are not defined elsewhere in this Agreement have the following meaning, save where the context requires otherwise:

" Agreement "	means this truck to ship LNG bunkering agreement and its Schedules, as it may be modified over time pursuant to article 9.2.
" Bunker Location "	means quay 526 in the Port of Antwerp
" Bunkering Checklist "	means the checklist to be completed by the Ship Captain – Shipping Company upon approval of a Request, in the form as set out and as available on Fluxys website, and as it may be modified over time upon sole decision of Fluxys Bunkering.
" Bunkering Operation "	Means the bunkering of a ship moored at quay 526 with LNG supplied by the Fuel Supplier, by means of one or more trucks

"Business Day"	means each calendar day, other than Saturday, Sunday or public holiday in Belgium.
"Concession Agreement"	means the agreement whereby with effective date on 23 February 2018 Fluxys Bunkering is appointed by the Port of Antwerp as concessionaire for LNG bunkering of inland vessels and seagoing vessels at quay 526 and quay 528 at the Port of Antwerp.
"Operator"	means, in respect of a Bunkering Operation, the LNG truck transport company who delivers LNG on behalf of the Fuel Supplier to the ship.
"Request"	Has the meaning ascribed to in under article 3.1
"Ship Captain"	means the captain of the ship which is to be bunkered at the Bunker Location by the Fuel Supplier.
"Terms and Conditions for Bunkering Operations"	Means the terms and conditions applicable to the Bunkering Operations published on Fluxys website

2. SCOPE OF THE AGREEMENT

- 2.1 By entering into this Agreement, the Fuel Supplier, the Ship Captain and Operator obtain permission for truck to ship bunkering activities at the Bunker Location under the terms and conditions of this Agreement.
- 2.2 The Fuel Supplier procures that the Ship Captain and the Operator will comply with the provisions of this Agreement for their activities at the Bunker Location.
- 2.3 Parties will perform this Agreement in accordance with the provisions of the "Havenonderrichtingen kapiteinsdienst", as published on the website of the Port of Antwerp (www.portofantwerp.com) and amended from time to time. The Fuel Supplier is familiar with the aforementioned provisions.

3. REQUEST FOR BUNKERING PERMISSION

- 3.1 The Ship Captain – Shipping Company must submit a request for bunkering permission (the "Request") as soon as possible and at the latest 24 hours prior to the time that the Ship Captain wishes access to the quay 526 for truck to ship LNG bunkering.
- 3.2 The request must be submitted via Fluxys website <https://www.fluxys.com/en/products-services/covering/belgium/bunkering-form>

In the Request the Ship Captain, as the case may be, must, among other things:

- (a) indicate the fuel supplier;
- (b) indicate the start date and time;

- (c) indicate the requested period of time that the ship envisages to stay at the Bunker Location; and
 - (d) confirm that it has read and that it shall observe, perform and be bound by the Terms and Conditions for Bunkering Operations.
- 3.3 After receipt of the Request, Fluxys Bunkering will process the Request as swiftly as reasonably possible. Approval will only be granted if a valid agreement for truck to ship LNG bunkering exists between Fluxys Bunkering and the Fuel Supplier.
- 3.4 After approval of the Request, Fluxys Bunkering sends an e-mail to confirm the approval of the Request to the Ship Captain and the Fuel Supplier.
- 3.5 If the Request is declined, the Fuel Supplier, Ship Captain and Operator shall not be permitted access to the Bunker Location, or to perform any bunkering activities. Fluxys Bunkering shall send to the Ship Captain an e-mail with the reason(s) why the Request has not been approved.
- 3.6 When the Request is declined due to the reasons related to the requested time window, Fluxys Bunkering will suggest, if reasonably possible, an alternative time window close to the time window requested. This new time window could be accepted or the Ship Captain can suggest another time window. Fluxys Bunkering will then consider the updated Request for approval according to the procedure set out above.

4. BUNKERING CHECKLIST AND FURTHER BUNKERING PROCESS

4.1 Bunkering Checklist

After approval of the Request, Fluxys Bunkering will send the Bunkering Checklist to the Ship Captain.

The Ship Captain must fill out the Bunkering Checklist together with the Operator, and must send the completed and signed (by the Ship Captain and the Operator) Bunkering Checklist to info.bunkering@fluxys.com, before starting the LNG bunkering procedure.

4.2 Bunkering Process

The Ship Captain must inform Fluxys Bunkering about the actual time of arrival at and departure from the Bunker Location, and about possible other requests for changes of the Request. Any such request for changes will be deemed to be a new Request and handled according to the procedure set out in article 3 of this Agreement.

4.3 Truck to ship bunkering is not allowed (regardless whether a Request has been approved or not):

- (a) in the event of wind forces above 8 Beaufort. If the wind has a force above 6 Beaufort, an additional permission must be requested from Fluxys Bunkering;
- (b) during a thunderstorm;

5. BUNKERING FEE

5.1 The Fuel Supplier will pay to Fluxys Bunkering the following fees (together the "Bunkering Fee") for the LNG bunkering permission for access to the Bunkering Location:

- (a) EUR 350.00 per truck to ship LNG bunkering of an inland vessel or a seagoing vessel. This includes a period of three hours for the LNG bunkering of one vessel;
- (b) when the period of three hours is exceeded, an additional fee is applicable of EUR 100.00 per extra started hour; and
- (c) for seagoing vessels an additional fee is applicable for human assistance that is obligatory according to Port of Antwerp regulations. The additional fee for human assistance currently is EUR 37.50 per started hour.

All amounts are exclusive of VAT and all other taxes, which must also be paid by the Fuel Supplier.

- 5.2 Fluxys Bunkering may increase the Bunkering Fees mentioned in section 5.1 by written notice to the Fuel Supplier, and such increased Bunkering Fees shall become effective when the Fuel Supplier has not objected against the proposed increase in writing within 30 days from the abovementioned notice. For the avoidance of doubt, the Fluxys Bunkering shall be entitled to terminate this Agreement in accordance with article 8.2 below.
- 5.3 If the bunkering operation cannot take place or needs to be aborted pursuant to article 4.3 of this Agreement, the Fuel Supplier is only liable for the payment of the additional fee for human assistance referred to under article 5.1(c) above, if applicable.

6. INVOICING AND PAYMENT

- 6.1 An invoice for the Bunkering Fee per LNG bunkering operation will be made and sent in PDF format by e-mail to the Fuel Supplier: [e-mail address].
- 6.2 The invoice will contain a specification of the total time spent at the Bunkering Location for the relevant LNG bunkering operation, in any event with a minimum of the reserved hours in the approved Request.
- 6.3 The invoices must be paid in Euro in immediately available funds directly to Fluxys Bunkering, within 14 calendar days following invoice date.
- 6.4 Interests shall accrue automatically (without any formal notice to pay being required) on any overdue amount under this Agreement at the rate specified by application of the law of 2 august 2002 on payment arrears in commercial matters.

7. LIABILITY OF THE FUEL SUPPLIER AND THE SHIP CAPTAIN

- 7.1 The Fuel Supplier is, jointly with the Ship Captain, responsible for the LNG bunkering operations (including the security at the Bunker Location, compliance with all applicable regulations and procedures for the LNG bunkering operation and the supervision of the LNG bunkering operation). The Fuel Supplier must provide the necessary instructions to the Ship Captain and the Operator in order to ensure that the bunkering activities occur under safe and efficient conditions. The Fuel Supplier represents and warrants that it is familiar with and has experience in the LNG bunkering operations.
- 7.2 The Fuel Supplier, together with the Ship Captain, is always fully liable for all direct and indirect damages that Fluxys Bunkering as a result of an LNG bunkering operation.

- 7.3 The Fuel Supplier will indemnify and hold the Fluxys Bunkering harmless (“vrijwaren”) for all damages and claims from the Port of Antwerp, the Ship Captain, the Operator or third parties, in connection with the LNG bunkering operation at the Bunker Location whether attributable or not to misconduct or negligence of either of them.
- 7.4 Fluxys Bunkering does not assume any liability in connection with the bunkering operation which is hereby excluded to the fullest possible extent.

8. TERM AND TERMINATION

- 8.1 This Agreement shall be effective as per the Date of this Agreement and is concluded for an undetermined period of time.
- 8.2 This Agreement is terminated by either Party by giving written advance notice (by registered mail) of at least 3 months to the other Party.

In addition, each Party has the right to unilaterally terminate the Agreement with immediate effect by written notification sent by registered mail, in case:

- (a) of a substantial or material breach by the other Party of the obligations arising out of this Agreement;
- (b) of exceptional circumstances justifying earlier termination, including (i) bankruptcy, forced dissolution or liquidation of the other Party, and (ii) termination of the Concession Agreement, or Fluxys Bunkering no longer being entitled to the use of the Bunkering Location as set out in the Concession Agreement; or

9. MISCELLANEOUS PROVISIONS

9.1 Announcements

Unless it is directly or indirectly obliged to do so under any law or regulation, or required to do so by any applicable securities exchange, supervisory, regulatory or governmental body or court order, no Party will make or issue any disclosure or announcement regarding the existence or subject matter of this Agreement or regarding the transactions contemplated therein without the prior written consent of the other Party (which approval may be subject to reasonable conditions but shall otherwise not be unreasonably withheld or delayed).

9.2 Amendments

- (a) In the event that, due to a change of legislation, regulations, port regulations or the Concession Agreement, this Agreement no longer complies with such aforementioned regulations, Fluxys Bunkering is authorized to amend this Agreement for the purpose of complying with the amended regulations. Fluxys Bunkering will provide Fuel Supplier with a new copy of this Agreement, after which such amended Agreement will come into effect unless the Fuel Supplier has objected to such amendments in writing within 30 days following receipt of the aforementioned new copy.
- (b) Except for the events mentioned above in article 9.2(a), this Agreement may not be amended, supplemented or otherwise modified, except by a written instrument

executed by all Parties directly or indirectly affected by such amendment, supplement or modification.

9.3 Governing Law and Jurisdiction

- (a) This Agreement shall be governed by and interpreted according to the laws of Belgium.
- (b) In case of disputes arising hereunder, the Parties undertake to seriously pursue a reasonable amicable settlement. If notwithstanding such efforts, no amicable settlement can be reached, any dispute arising hereunder shall finally settled under the Rules of Arbitration of CEPANI by a sole or three arbitrator(s) appointed in accordance with the said Rules. The place of the arbitration shall be Brussels, Belgium. The language of the arbitration shall be the English language.

IN WITNESS WHEREOF, the Parties hereto have initialled each page of this Agreement and have signed and executed this Agreement in two originals on the Date of this Agreement, and each Party acknowledges the receipt of one original.

(1) **FLUXYS BUNKERING**

By: _____
Raphaël De Winter
Manager

By: _____
Jan Van de Vyver
Manager

(2) **FUEL SUPPLIER**

By: _____
[•]
[•]