

Terms and Conditions for the Subscription Window



Additional Berthing Rights and Stand
Alone Berthing Rights



1 Interpretation

In this Terms and Conditions for the Subscription Window ("TCSW"):

- All references to a clause/section/paragraph, unless specified otherwise, are references to a clause/section/paragraph in this TCSW;
- All capitalized words and expressions used in this TCSW are to be interpreted according to the list of definitions of Chapter 5 of the LNG Access Code ("ACL"), unless specifically defined in this TCSW;
- The layout, heading and (sub)sections are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this TCSW;
- The description of rules, conditions and provisions only relates to the LNG Services offered via this TCSW;
- All dates and time are referred to as in Belgium local time.

2 Introduction

This TCSW defines the relation between the Terminal Operator and the Participant to the Subscription Window, and the requirements for participating to the Subscription Window.

The object of this Subscription Window concerns Additional Berthing Rights ("ABRs"), Stand Alone Berthing Rights ("SABRs") and the conversion between the two, according to the provisions in the LNG Access Code ("ACL").

This Subscription Window will start on the 28th February 2023 at 09h00 local time ("Opening Time") and comes to an end on the 20th March 2023 at 15h00 ("Closing Time").

All requests received from Participants are binding (hereafter referred to as "Binding Requests"). Any Binding Requests received by the Terminal Operator after the above-mentioned Closing Time shall automatically be excluded from this Subscription Window.

The Terminal Operator will allocate the ABRs/SABRs Services through this Subscription Window at the latest on 27th March 2023 at 15h00.

2.1 Description of the offered Services

The offered Services via this Subscription Window are:

- 13 ABRs/SABRs with a Start Date equal to or later than the 1st April 2023, and an End Date equal to or earlier than the 31st December 2023
- The conversion of already contracted ABRs into three (3) SABRs for the same contractual period as the ABR. Note the conversion of ABRs into SABRs is only possible for the ABRs subscribed before the Opening Time of the Subscription Window and with an End Date later than the 1st April 2023. The number of ABRs requested to be converted into SABRs will be added to the available capacity offered in the Subscription Window before performing the allocation in accordance with [4.1](#).

2.2 Tariff

Additional Berthing Rights and Stand Alone Berthing Rights contracted under this Subscription Window are subject to Fluxys regulated Tariffs. The Tariffs are updated monthly and can be found on Fluxys [website](#).

For information, the Tariffs during the month of February 2023 (calculated with the index of January 2023) were:

- For an Additional Berthing Right:
 - 86.296,85 €/berthing right
 - 0.21 €/MWh loaded
- For a Stand Alone Berthing Right
 - 29.452,78 €/berthing right
 - 1,15 €/MWh loaded above 25.561 MWh
 - 0.75 €/MWh unloaded above 38.205 MWh

3 Participating and submitting a Binding Request

3.1 Becoming a Terminal User

A Participant to this Subscription Window must become a Terminal User by signing the LNG Terminalling Agreement for LNG Services ("LTA"). To that end, interested parties who have not yet entered into a LTA need to:

1. Make a request to receive a copy of the LNG Terminalling Agreement for LNG Services by sending a completed Know-Your-Customer Form to info.lng@fluxys.com;
2. The requesting party will receive a copy of the LNG Terminalling Agreement for LNG Services no later than 5 Business Days after Terminal Operator has received all information required in the KYC and after a positive creditworthiness assessment;
3. Return to Terminal Operator two duly signed and initialed copies of the LNG Terminalling Agreement for LNG Services.

As from the reception and (counter)signing by Terminal Operator of the LNG Terminalling Agreement for LNG Services, requesting party is a Terminal User and can become a Participant under this TCSW. The Terminal Operator will subsequently send one signed copy of the LNG Terminalling Agreement for LNG Services to the Terminal User.

3.2 Participant to the Subscription Window

Any Terminal User becomes a Participant under this Subscription Window as from the moment such Terminal User submits, before the Closing Time, a duly completed and signed version of the Service Request Form for Contracting ("SRFC") to Terminal Operator (see Annex 1).

Please note that only one (1) Affiliate may participate to the Subscription Window. If it appears that two or more Affiliated Companies (intend to) take part in the Subscription Window, the Terminal Operator will exclude all concerned Affiliated Companies from this Subscription Window, except the first one having sent a Binding Request.

A Participant may simultaneously submit its Binding Request with its request for an LNG Terminalling Agreement, but such Binding Request will only be considered as a valid Binding Request if a version of the Agreement signed by the Terminal User authorized representatives is returned to the Terminal Operator before the Closing Time of the Subscription Window.

3.3 Submitting a Binding Request

During the Subscription Window, a Participant can submit a Binding Request for contracting ABRs, SABRs, or a conversion of ABRs into SABRs by submitting a duly completed and signed SRFC, as available in Annex 1. The request will specify:

- The "Request" for ABRs/SABRs/conversion as the number of berthing rights requested for the period starting on the 1st April 2023 and ending on the 31st December 2023;
- The "Minimum Request" for ABRs/SABRs/conversion as the limit of berthing rights below which the Participant is not interested in subscribing the Services.

The Binding Request containing the SRFC shall be sent by registered mail with acknowledgment of receipt or by email to info.lng@fluxys.com.

3.4 Evaluation of the Binding Request

Terminal Operator shall evaluate whether the SRFC submitted by the Participant is duly completed and as the case may be:

1. either accept the SRFC to be a Binding Request;
2. or require from the Participant an adapted SRFC replacing the previous SRFC in case of missing information. Only SRFCs received before the Closing Date of this Subscription Window will be considered. Any Binding Request received by Terminal Operator after the above-mentioned Closing Date shall automatically be excluded from this Subscription Window.

Terminal Operator shall in no way be liable for any damages in the event Terminal Operator does not accept the Binding Request of the Participant as a result of an incomplete SRFC.

4 Allocation Process

4.1 Allocation Rules

During this Subscription Window the available number of ABRs and SABRs shall be allocated as follows (in line with article 2.2 of the ACL):

1. If for any given year, the total of the "Requests" in the Binding Requests for ABRs, SABRs and conversion of already subscribed ABRs into SABRs of all Participants is less than or equal to the yearly available ABRs and SABRs offered in the Subscription Window, each participant will be allocated its Request;
2. If for any given year, the total of the "Requests" in the Binding Requests for ABRs, SABRs and conversion of already subscribed ABRs into SABRs of all Participants exceeds the yearly available ABRs and SABRs offered in the Subscription Window, Binding Requests for ABRs, SABRs and conversion of subscribed ABRs into SABRs will be allocated as follows:
 - a. priority will be given to the Binding Request with the longest duration;
 - b. between Binding Requests with the same duration:
 - i. the available ABRs and SABRs will be allocated pro rata the Requests. In the case of the conversion of already subscribed ABRs into SABRs, if the pro rata allocation is not a multiple of 3, the allocation will be reduced to the closest multiple of 3;
 - ii. if the application of the proportional allocation rule described in 2.b.i results in a number of ABRs, SABRs and/or already subscribed ABRs converted into SABRs being allocated to a Participant that is less than the Minimum Request indicated by this Participant, no ABRs, SABRs and conversion of already subscribed ABRs into SABRs will be allocated to this Participant; and
 - iii. the ABRs, SABRs and conversion of subscribed ABRs into SABRs that have not been allocated to certain Participants (based on 2.b.i and 2.b.ii) will be reallocated pro rata the Requests of the other Participants insofar the Minimum Requests of the other Participants are met until no more ABRs, SABRs and conversion of subscribed ABRs into SABRs can be reallocated.

If a Minimum Request cannot be fulfilled, the Terminal Operator whenever possible will try to match the highest Minimum Request which is unfulfilled with the available unfulfilled allocations, and so forth;

In case Additional Berthing Rights and Stand Alone Berthing Rights are still available after the corresponding Subscription Window, these Additional Berthing Rights and Stand Alone Berthing Rights will be offered under the principle "First Committed, first Served" or via an Auction Window until the next subsequent Subscription Window is organized by the Terminal Operator.

4.2 Allocation Results

No later than five (5) Business Days after the Closing Time of this Subscription Window at the latest, the Terminal Operator will confirm the results of the allocation procedure to the Participants, unless otherwise required for regulatory reasons.

4.3 Performance of the Offered Services

The submission of a Binding Request constitutes a legally binding offer on the part of the Participant which, for Additional Berthing Rights and Stand Alone Berthing Rights allocated to the Terminal User pursuant to and in accordance with this TCSW, shall be a legally binding commitment on Participant's part, governed by the Agreement and the ACL.

In case Participant has been allocated Additional Berthing Rights and/or Stand Alone Berthing Rights, Participant shall pay the Regulated Tariffs for allocated services.

Terminal Operator shall only be obliged to perform the Additional Berthing Rights and/or Stand Alone Berthing Rights during the Service Duration of the Service Confirmation if Participant has duly completed the Service Confirmation for Contracting (as defined in the Agreement).

5 Other provisions

5.1 Representation and Warranties by the Participant

In addition to article 11 of attachment B of the LTA, the Participant warrants that:

1. It determines independently its participation in the Subscription Window, without any contact with a competitor as to the frequency and the level of its Binding Request.
2. The Participant is aware of the prohibitions set by article 101 and 102 of the Treaty on the functioning of the European Union and article IV.1 and IV.2 of the Belgian Code de droit économique / Wetboek van economisch recht.
3. It has not already sold, even on a conditional basis, the capacity which is being awarded through the Subscription Window;
4. The Participant will only submit a Binding Request for capacity pursuant to a bona fide estimate of Participant's actual needs. The Participant will not engage in hoarding behavior.

5.2 Languages

All communications pertaining to the Subscription Window shall be in the English language only. The convention used for writing numbers in this TCSW is that the space is used to indicate multiples of a thousand and the comma as the decimal point.

5.3 Governing Law and disputes

For the avoidance of doubt, Clause 6 of the LNG Terminalling Agreement for LNG Services is applicable.

Annex 1



SERVICES REQUEST FORM for CONTRACTING (SRFC)

1. Client

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2. Request for LNG Services : "Binding Request"

	Requested quantity (maximum 13)		Start date	End date
	Minimum	(optional) Maximum: Binding Request		
Additional Berthing Right (ABR)	01/04/2023	31/12/2023
Stand Alone Berthing Right (SABR)	01/04/2023	31/12/2023
Conversion 1 ABR- 3 SABR (in # of SABR requested)	01/04/2023	31/12/2023

Client hereby:

Signing Date:

Name :

Position:

Signature:

By signing this SRFC, Client/Participant acknowledges and accepts all the provisions of the applicable regulated contractual documents

To be sent by registered mail to
Fluxys LNG SA
Mr. Hany Aouad
Kunstlaan 31
B-1040 Brussels
Fax: +32 (0) 2 282 78 69
E-mail: info.lng@fluxys.com