

Terms and Conditions for the Subscription Window of October- November 2019 (“TCSW”)

for

LNG Truck Loading Services at the Zeebrugge LNG Terminal

1. Party’s information

Company Name:

Type of legal entity:

Country of incorporation:

Registered office [ADDRESS], registered at the Register for Legal Entities
(RPR/RPM) under number [NUMBER]:

.....

.....

Hereinafter referred to as “**Participant**”

➤ Legally representatives (signature of the contract):

1. Name:

Function:

Signature:

2. Name:

Function:

Signature:

2. Preliminary note

It should be noted that, at the Opening Date of this Subscription Window as specified in paragraph 4.1 of this TCSW:

- 1) the applicable regulated documents (LNG Agreement for LNG Truck Loading at the Fluxys LNG Terminal in Zeebrugge, hereafter the “Agreement”, LNG Access Code For Truck Loading For The Zeebrugge LNG Terminal, “ACTL”, and LNG Terminalling Programme “LTP”) have been approved by the CREG on 14th December 2017
- 2) the applicable Regulated Tariff was approved by the CREG on 27th June 2019.

3. Interpretation

In this TCSW:

- 1) all references to a clause/section, unless specified otherwise, are references to a clause/section in this TCSW; references to a paragraph are references to a paragraph in this TCSW;
- 2) all capitalized words and expressions used in this TCSW are to be interpreted according to the list of definitions of section 4.9 of the LNG Access Code For Truck Loading, unless specifically defined in this TCSW;
- 3) 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;
- 4) the description of rules, conditions and provisions only relates to the LNG Truck Loading Services offered via this TCSW;
- 5) all dates and time are referred to as in Belgium local time.

4. Introduction

As provided for in the LNG Access Code for LNG Truck Loading, loading capacities for LNG trucks can be offered to the market. In this context Fluxys LNG has decided to launch this subscription window (“Subscription Window”) for LNG Truck Loading Services (“TLS”) in response to the demonstrated market interest for loading capacities of LNG trucks.

4.1. Scope

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

This Subscription Window is restricted to LNG Truck Loading Services and will be active from **the Opening Date of 16th October 2019 at 06:00 AM until the Closing Date of 13th November 2019 at 06:00 PM.**

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

The Terminal Operator will allocate the LNG Truck Loading Services through this Subscription Window, as defined in detail in paragraph 6 of this TCSW.

4.2. Description of the Offered services

The object of the Subscription Window (the “Offer for TLS”) consists of LNG Truck Loading Services as described in article 2.1.1 of the ACTL. The available capacities LNG Truck Loading Services offered for this subscription window amount to **the following number of LNG Truck Loading Services per Year:**

- i. 7950 available LNG Truck Loading Services in 2020;
- ii. 7950 available LNG Truck Loading Services in 2021;
- iii. 7950 available LNG Truck Loading Services in 2022;
- iv. 7950 available LNG Truck Loading Services in 2023;
- v. 8000 available LNG Truck Loading Services in 2024;
- vi. 8000 available LNG Truck Loading Services in 2025;
- vii. 8000 available LNG Truck Loading Services in 2026;
- viii. 8000 available LNG Truck Loading Services in 2027;
- ix. 8000 available LNG Truck Loading Services in 2028; and
- x. 8000 available LNG Truck Loading Services in 2029.

LNG Truck Loading Services can be subscribed for a period from minimum 1 year up to a maximum of 10 years.

4.3. Tariff

The applicable Regulated Tariff for LNG Truck Loading Services contracted under this Subscription Window will be the Regulated Tariff as approved by the CREG on 27 June 2019 being: 489.20 EUR per LNG Truck Loading Right (index base 2003) to which a discount of 10% applies as these LNG Truck Loading Services are subscribed during the annual Subscription Window.

5. Participating and submitting a Binding Request

5.1. Becoming a Client under the Agreement

For the avoidance of doubt, pursuant to the Code of Conduct, before becoming a Participant, a party has to become a Client by signing the Agreement (request procedure for an Agreement is set out in this section).

In order to receive a duly completed Agreement by the Terminal Operator, a party has to make a request for an Agreement (LNG Agreement for LNG Truck Loading at the Fluxys LNG Terminal in Zeebrugge) by E-mail accompanied with its “Contact Details” (as made available in Annex B of this TCSW) to info.LNG@fluxys.com. No later than three (3) Business Days after the request (duly completed) has been received by the Terminal Operator, the requesting party will receive an Agreement (in two copies) which it both must return to the Terminal Operator duly signed and initialed. As from the reception by the Terminal Operator of the Agreement (duly signed by the Party), such Party is considered to be a Client and can become a Participant under this TCSW. The Terminal Operator will countersign the Agreement and send one copy to the Client.

5.2. Participant to the Subscription Window

Any Client interested in booking LNG Truck Loading Services under this Subscription Window is considered to be a Participant as from the moment such Client submits before the Closing Date of the Subscription Window to Terminal Operator both a duly completed and signed (i) Binding Request by means of the Service Request Form for Contracting (SRFC), and (ii) this TCSW.

Please note that, only one (1) Affiliated Company 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 Party may simultaneously submit its Binding Request with its Request for an Agreement, but such Binding Request will only be considered as a valid Binding Request if the Agreement, signed by the Client’s authorized representatives, has been received by the Terminal Operator.

5.3. Submitting the SRFC of the Binding Request:

The Participant can submit Binding Request for contracting during the Subscription Window for LNG Truck Loading Services, by submitting a duly completed and signed Service Request for Contracting Form (SRFC), as made available in Annex A of this TCSW, specifying the “Maximum Request” and “Minimum Request” for the LNG Truck Loading Services:

- (i) the “Maximum Request” is the maximum number of LNG Truck Loading Services per Year, for which Participant is requesting to subscribe TLS and which may not exceed the “Offer for TLS”;

- (ii) the “Minimum Request” is the minimum number of LNG Truck Loading Services per Year under which Participant is not interested in subscribing TLS;
- (iii) specified for each whole Year, i.e. minimum for one (1) and maximum for ten (10) Years, starting the 1st January 2020, for which Participant is requesting to subscribe TLS (“Service Duration”)

Any Minimum Request TLS and any Maximum Request TLS exceeding the Offer for TLS, shall be deemed to be equal to the Offer for TLS.

The Binding Request containing the SRFC shall be sent to the Terminal Operator (i) by registered mail with acknowledgement of receipt or (ii) by express courier service that provides proof of delivery, to the attention of:

*Mr. Hany Aouad
Fluxys LNG SA
Rue Guimard 4
1040 Brussels
Belgium*

The Binding Request containing the SRFC must be received no later than on the Closing Date of 13 November 2019 at 06:00 PM of this Subscription Window.

Any Binding Requests received by Terminal Operator after the Closing Date shall automatically be excluded from this Subscription Window.

5.4. Evaluation of the Binding Request:

Terminal Operator shall evaluate if the SRFC of the Participant is duly completed and as the case may:

- (i) accept the SRFC to be a Binding Request;
- (ii) require from the Participant an adapted SRFC replacing the previous SRFC in case of missing information.

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

6. Allocation of the LNG Truck Loading Services:

6.1. Allocation Rules:

The LNG Truck Loading Services available under this Subscription Window shall be allocated as follow:

1. If the total requested LNG Truck Loading Services is less than or equal to the available LNG Truck Loading Services offered in the Subscription Window, each Client will be allocated its Maximum Request;
2. If the total of the Maximum Request for LNG Truck Loading Services is more than the available LNG Truck Loading Services offered in the Subscription Window, Binding Requests will be allocated as follows:
 - (a) priority will be given to the Binding Requests with longer duration;
 - (b) between Binding Requests with the same duration:
 - i. the available LNG Truck Loading Services will be allocated pro rata the Maximum Requests;
 - ii. if the application of the proportional allocation rule results in a number of LNG Truck Loading Services being allocated to a Client which is less than the Minimum Request indicated by this Client, no LNG Truck Loading Services will be allocated to this Client; and
 - iii. the LNG Truck Loading Services, that have not been allocated to certain Clients (based on the point ii here above) will be reallocated pro rata the Maximum Requests to the other Clients insofar the Minimum Requests of the other Clients are met until no more LNG Truck Loading Services can be reallocated.

In case LNG Truck Loading Services (as the case may be) are still available after the corresponding Subscription Window, these LNG Truck Loading Services will be offered under the principle “First Committed, first Served” until the next subsequent Subscription Window is organized by the Terminal Operator (if any).

6.2. Allocation Results

No later than ten (10) Business Days after the Closing Date of this Subscription Window at the latest, the Terminal Operator will confirm the results of the allocation procedure set out in the article 2.2 of the ACTL, to the Participants, unless otherwise required for regulatory reasons.

6.3. Available LNG Truck Loading Services

If the aggregated requested number of LNG Truck Loading Services exceeds the available LNG Truck Loading Services offered in the Subscription Window, Terminal Operator shall assess possible investments in order to allocate more LNG Truck Loading Services than offered.

7. Performance of the LNG Truck Loading Services :

The submission of a Binding Request constitutes a legally binding offer on the part of the Participant which for the LNG Truck Loading Services allocated to the Shipper pursuant to and in accordance with the TCSW shall be a legally binding commitment on Participant's part, governed by the Main Conditions for Terminal (Agreement and the ACTL).

In case Participant has been allocated LNG Truck Loading Services Participant shall pay the allocated service fee.

Terminal Operator shall only be considered to perform the LNG Truck Loading Services during the Service Duration of the Service Confirmation, if Participant has duly completed the Service Confirmation for Contracting (as defined in the Agreement).

8. Other provisions

8.1. Representations and Warranties by the Participant

In addition to article 8 of attachment B of the Agreement for LNG Truck Loading, the Participant warrants and represents:

- (i) 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. The Participant is aware of the obligations set by article 101 of the Treaty on the functioning of the European Union, article 2 of the Belgian *loi sur la protection de la concurrence économique / Wet tot bescherming van de economische mededinging*;
- (ii) It has not already sold, even on a conditional basis, the capacity which is being awarded through the Subscription Window;
- (iii) 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.

8.2. Notices

Without prejudice to article 5.3 of this TCSW (concerning submission of the SRFC), all other notices in writing pursuant to this TCSW shall be given by registered mail or express courier service, or by fax or electronic mail (confirmed by registered letter or by express courier service), to the following addresses of the Terminal Operator:

Mr. Hany Aouad
Fluxys LNG SA
Rue Guimard 4
1040 Brussels
Belgium
Fax No.: +32 2 282 78 69
E-mail: info.LNG@fluxys.com

Any notice pursuant to this article, shall be deemed effective as of the following points in time:

- (i) if sent by registered mail, on the date on which such letter is delivered or a first delivery attempt is made;
- (ii) if sent by courier, on the date on which it is delivered;
- (iii) if sent by facsimile transmission, on the date on which transmission is received in legible form (it being understood that a transmission report generated by the sender's facsimile machine shall not constitute conclusive evidence of such receipt);
- (iv) if sent by electronic mail, on the date that such mail is delivered;

It being understood that any notice must be delivered timely for the Terminal Operator to answer to such notice (as the case may be) taking into account the Closing Date of this Subscription Window.

8.3. Financial security

For the avoidance of doubt, the Participant must comply with Article 7 of Attachment B of the Agreement regarding the providing of a Bank Guarantee.

8.4. 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.

8.5. Governing Law and disputes

For the avoidance of doubt, Clause 25 of the Agreement for LNG Truck Loading are applicable.

9. Forms

9.1. Annex A: Service Request Form for Contracting (SRFC) for LNG Truck Loading Services requested by Participant /Client



SERVICES REQUEST FORM for CONTRACTING (SRFC)

1. Client

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2. Request for LNG Services : "Binding Request"

	Requested number of LNG Truck Loading Service Right		Offer: available LNG Truck Loading Services per year	Start date	End date
	Minimum (optional)	Maximum: Binding Request			
LNG Truck Loading Services (*)	7 950	01/01/2020	31/12/2020
LNG Truck Loading Services (*)	7 950	01/01/2021	31/12/2021
LNG Truck Loading Services (*)	7 950	01/01/2022	31/12/2022
LNG Truck Loading Services (*)	7 950	01/01/2023	31/12/2023
LNG Truck Loading Services (*)	8 000	01/01/2024	31/12/2024
LNG Truck Loading Services (*)	8 000	01/01/2025	31/12/2025
LNG Truck Loading Services (*)	8 000	01/01/2026	31/12/2026
LNG Truck Loading Services (*)	8 000	01/01/2027	31/12/2027
LNG Truck Loading Services (*)	8 000	01/01/2028	31/12/2028
LNG Truck Loading Services (*)	8 000	01/01/2029	31/12/2029

(*) In accordance with truck approval provisions of the ACTL, a Truck Approval Service will be required in case the LNG Truck Loading Services is performed by a truck that has not been previously approved, while a Truck Cool Down Service will be required in case the truck is too warm.

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

9.2. Annex B: Contact Details of the Participant

Dear,

Please complete following data for the LNG Agreement for LNG Truck Loading at the Fluxys LNG Terminal in Zeebrugge and return this document to:

- i. Kwinten.Standaert@fluxys.com
- ii. info.LNG@fluxys.com

(i) *Company details*

[COMPANY NAME], a company incorporated in and organised under the laws of [COUNTRY], with its registered office at [ADDRESS], registered at the Register for Legal Entities (RPR/RPM) under number [NUMBER];

Duly represented by Mr. [NAME], [CAPACITY] and Mr. [NAME], [CAPACITY];

For the online Electronic Data Platform, we require a Single Point Of Contact **SPOC** from your side (mandatory)

Full name:

Mobile phone:

Email:

(ii) *Effective date*

The Effective Date, on which this Agreement will enter into force and effect, shall be [DATE]

(iii) *Notifications + invoicing details*

Any notice which a Party is required, or permitted, to give pursuant to this Agreement or the LNG Access Code for Truck Loading for the Zeebrugge LNG Terminal, including invoices.

Name:

Attention:

Address:

Tel:

Fax:

E-Mail:

For the avoidance of doubt, any invoices should be sent to:

(Client):
Address:
Fax No:
Attention:
E-mail:

All operational notices may also be sent in English by e-mail to:

Name:
E-mail:
Attention: LNG Operations

Subscription to E-Invoicing¹

*(Allows downloading electronic invoices from the Electronic Data Platform (EDP))
(Will be sent to the email address here above mentioned)*

♦ Yes No

¹ If not filled out, paper invoice will remain to be sent by post.