

TERMINAL USE AGREEMENT - DRAFT

UGOVOR O KORIŠTENJU TERMINALA ZA UKAPLJENI PRIRODNI PLIN	TERMINAL USE AGREEMENT OF LIQUEFIED NATURAL GAS TERMINAL
<p style="text-align: center;">NACRT</p>	<p style="text-align: center;">DRAFT</p>
<p>Ovaj Ugovor o korištenju Terminala (dalje kao: Ugovor ili Ugovor o korištenju Terminala) sklopljen je [*] („Datum sklapanja“), od strane i između:</p>	<p>This Terminal Use Agreement (hereinafter: the Agreement or Terminal Use Agreement) is made and entered into on [*] (the “Execution Date”), by and between:</p>
<p>(1) LNG Hrvatska d.o.o., društvo s ograničenom odgovornošću, sa sjedištem na adresi Prikešte 29, Omišalj, Hrvatska, registrirano pri Trgovačkom sudu u Rijeci pod brojem 080733282, OIB: 53902625891 („Operator“); i</p> <p>(2) [*], društvo registrirano u [*] s [registriranim/glavnim] sjedištem na adresi [*], OIB: [*] („Korisnik Terminala“).</p>	<p>(1) LNG Hrvatska d.o.o., a limited liability company, seated in Prikešte 29, Omišalj, Croatia, registered at Commercial Court in Rijeka under the number 080733282, personal identification number (“OIB”): 53902625891 (“Operator”); and</p> <p>(2) [*], a company registered in [*] with its [registered/head] office at [*], personal identification number (“OIB”): [*] (“Terminal User”).</p>
<p>Operator i Korisnik Terminala mogu se ovdje zajedno nazivati „Strankama“, a svaki pojedinačno kao „Stranka“.</p>	<p>Operator and Terminal User may be referred to herein collectively as the “Parties” and each individually as a “Party”.</p>
<p>PRI ČEMU</p>	<p>WHEREAS</p>
<p>(A) Operator razvija, gradi te će biti vlasnik i upravljati priobalnim postrojenjem terminala za prihvat UPP-a na otoku Krku u Republici Hrvatskoj („Terminal“), gdje će se UPP istovarivati, privremeno skladištiti i ponovno uplinjavati u Plin („Projekt“);</p> <p>(B) Korisnik Terminala zainteresiran je za primanje Usluge prihvata i otpreme UPP-a od strane Operatora;</p> <p>(C) Operator želi pružati Usluge prihvata i otpreme UPP-a Korisniku Terminala, sukladno ovdje izloženim uvjetima;</p> <p>(D) Ovaj Ugovor sadrži uvjete koji reguliraju davanje pristupa postrojenju Terminala i korištenje Usluga prihvata i otpreme UPP-a;</p>	<p>(A) Operator is developing, constructing, and will own and operate an offshore LNG receiving terminal facility near the island of Krk in the Republic of Croatia (the “Terminal” as it is defined in the ROO), whereby liquefied natural gas (“LNG”) will be unloaded, stored and regasified into Gas (the “Project”);</p> <p>(B) Terminal User is interested in receiving the LNG Regasification Services from Operator;</p> <p>(C) Operator desires to make such LNG Regasification Services available to Terminal User in accordance with the terms hereof;</p> <p>(D) This Terminal Use Agreement sets out the terms and conditions governing the procurement of access to the Terminal</p>

TERMINAL USE AGREEMENT - DRAFT

<p>(E) Ovaj Ugovor se sklapa sukladno Pravilima i Općim uvjetima.</p> <p>STOGA, Stranke ovime ugovaraju kako slijedi:</p> <p style="text-align: center;">Članak 1. DEFINICIJE I TUMAČENJE</p> <p>(1) Osim ako je izričito navedeno drugačije, bilo koja referenca u ovom Ugovoru o korištenju Terminala na:</p> <ul style="list-style-type: none">a) riječi i izraze napisane velikim početnim slovom ili drugačije definirane, a koji se koriste u ovom Ugovoru o korištenju Terminala, ima značenje koje im je dodijeljeno u Pravilima i OU;b) riječi koje označavaju jedninu također uključuje i množinu i obrnuto, ovisno o kontekstu;c) svaki trošak znači bilo kakav izdatak, davanje ili trošak koji je razumno nastao, uključujući sve razumne pravne izdatke, davanja i troškove;d) isplate, izdaci ili bilo koji drugi novčani iznosi izraženi su u eurima (€). U odnosu na Korisnike Terminala koji imaju sjedište u Hrvatskoj, takvi iznosi će biti plativi u kunskoj protuvrijednosti, prema srednjem tečaju Hrvatske narodne banke („HNB“), važećem na dan izdavanja računa. <p>(2) Osim ako je izrijekom navedeno drugačije, referenca u ovom Ugovoru o korištenju Terminala na:</p> <ul style="list-style-type: none">(a) „Prilog“ je referenca na prilog ovog Ugovora o korištenju Terminala;(b) „Članak“ je referenca na članak ovog Ugovora o korištenju Terminala;	<p>facility and the provision of LNG Regasification Services;</p> <p>(E) This Terminal Use Agreement is concluded in accordance with the ROO and GTC.</p> <p>NOW THEREFORE, the Parties hereby agree as follows:</p> <p style="text-align: center;">Article 1 DEFINITIONS AND INTERPRETATION</p> <p>(1) Unless expressly indicated otherwise, any reference in this Terminal Use Agreement to:</p> <ul style="list-style-type: none">a) capitalised or otherwise defined words and expressions used in this Terminal Use Agreement shall have the meaning ascribed to them in the ROO and GTC;b) words importing the singular only also include the plural and vice versa where the context requires;c) any expense means any kind of cost, charge or expense reasonably incurred, including all reasonable legal costs, charges and expenses;d) payments, costs, or any other monetary amounts shall be to such amounts in EUR (Euro). With regard to Terminal Users which have their registered seat in Croatia, such amounts shall be payable in HRK (Kuna) counter value calculated based on the middle exchange rate of Hrvatska Narodna Banka (“HNB”), applicable on the date of invoice. <p>(2) Unless it is explicitly stated otherwise, a reference in this Terminal Use Agreement to:</p> <ul style="list-style-type: none">(a) a “Schedule”, is a reference to any schedule to this Terminal Use Agreement;(b) a “Section”, is a reference to a section of this Terminal Use Agreement;
--	--

<p>(c) „COD“ je datum na koji Terminal može početi sa radom, i to: dan koji slijedi nakon datuma kada Operator dostavi pisanu obavijest Korisniku Terminala o uspješnom puštanju u rad Terminala i dostavi Korisniku Terminala: (i) certifikat koji potvrđuje da Terminal udovoljava karakteristikama i standardima izvedbe Terminala; i (ii) presliku pravomoćne uporabne dozvole izdane od strane nadležnog tijela u odnosu na Terminal; i (iii) bilo koji drugi eventualno primjenjiv pravni akt. Predmetnu obavijest i dokumentaciju će Operator dostaviti Korisniku Terminala putem elektroničke pošte na e-mail adresu označenu u članku 12. ovog Ugovora i putem preporučene pošte ili kurirske službe, te se smatra da su uredno dostavljeni Korisniku Terminala istekom 2 dana od dana kada je pošiljka predana poštanskom uredu ili kurirskoj službi radi dostave Korisniku Terminala.</p>	<p>(c) “COD” is the date on which the Terminal may commence with operation, i.e. the following date after the date when Operator informs Terminal Users about the successful commissioning of the Terminal and provides Terminal User with (i) the certificate which states that the Terminal complies with the characteristics and performance standards of the Terminal; (ii) a copy of the final and binding usage permit issued by the competent authority for the Terminal; and (iii) any other applicable legal act. Operator shall submit the respective notification and documentation to Terminal User via electronic mail, to the e-mail address referred to in Article 12 of this Terminal Use Agreement and via registered mail or courier, and it shall be deemed that they have been duly delivered to Terminal User upon expiry of 2 days as of the date of submitting the parcel to the post office or courier for the purpose of delivery to Terminal User.</p>
<p style="text-align: center;">Članak 2. PRIMJENA OU I PRAVILA</p> <p>(1) Opći uvjeti korištenja terminala za ukapljeni prirodni plin (dalje kao: OU), koji čine prilog br. 1 Pravila korištenja terminala za ukapljeni prirodni plin (dalje kao: Pravila), čine sastavni dio ovog Ugovora o korištenju Terminala kao njegov Prilog 2.</p> <p>(2) Potpisivanjem ovog Ugovora o korištenju Terminala Korisnik Terminala potvrđuje i prihvaća biti obvezan uvjetima i odredbama sadržanima u Pravilima i u OU.</p>	<p style="text-align: center;">Article 2 APPLICATION OF GTC AND ROO</p> <p>(1) The General Terms and Conditions of Liquefied Natural Gas Terminal (hereinafter: GTC), which constitute schedule 1 to the Rules of Operation of the Liquefied Natural Gas Terminal (hereinafter: ROO), forms an integral part of this Terminal Use Agreement as its Schedule 2.</p> <p>(2) By signing this Terminal Use Agreement, Terminal User acknowledges and accepts to be bound by the terms and conditions contained herein, including both the ROO and the GTC.</p>
<p style="text-align: center;">Članak 3. ODGODNI UVJETI I STUPANJE NA SNAGU UGOVORA O KORIŠTENJU TERMINALA</p> <p>(1) Ovaj Ugovor o korištenju Terminala (osim prava i obveza sadržanih u ovom članku 3., koji nisu ugovoreni pod odgovornim uvjetom i stupaju na snagu danom sklapanja ovog Ugovora o korištenju Terminala) stupa na snagu pod sljedećim kumulativnom odgovornim uvjetima:</p> <p>(a) donošenje pozitivnog FID-a od strane Operatora, kojim Operator potvrđuje da će</p>	<p style="text-align: center;">Article 3 CONDITIONS PRECEDENT AND EFFECTIVENESS OF TERMINAL USE AGREEMENT</p> <p>(1) This Terminal Use Agreement (other than rights and obligations of the Parties contained in this Article 3, which are not stipulated under conditions precedent and are effective upon the execution of this Terminal Use Agreement) will become effective upon fulfilment of the following cumulative conditions precedent:</p> <p>(a) passing a positive FID by Operator, by which Operator determines that it will</p>

TERMINAL USE AGREEMENT - DRAFT

<p>realizirati Projekt, sukladno Pravilima za provedbu obvezujuće faze Open Season postupka, koja je Operator donio u veljači 2018. godine (dalje kao: „Pravila OS“); i</p> <p>(b) donošenje pozitivne konačne odluke o investiciji od strane Plinacro d.o.o., kojom Plinacro d.o.o. potvrđuje da će izgraditi plinovod, sukladno Pravilima za provedbu obvezujuće faze Open Season postupka, koja je donio Plinacro d.o.o. dana 16.3.2018.,</p> <p>(dalje zajedno kao: „CP-ovi“ ili „Odgodni uvjeti“, a pojedinačno kao: „CP“ ili „Odgodni uvjet“).</p> <p>(2) Datum na koji su CP-ovi ispunjeni ili kad ih se Operator odrekao, pisanim putem, datum je na koji ovaj Ugovor o korištenju Terminala stupa na snagu („Datum stupanja na snagu“). Na Datum stupanja na snagu Operator će obavijestiti Korisnika Terminala pisanim putem o ispunjenju ili odricanju od CP-ova („Obavijest Operatora“). Smatra se da je Korisnik Terminala zaprimio Obavijest Operatora istekom 2 dana od dana kada je Obavijest Operatora predana poštanskom uredu ili kurirskoj službi radi dostave Korisniku Terminala. Radi izbjegavanja dvojbe, Operator će imati pravo odreći se bilo kojeg CP-a iz stavka (1) ovog članka, po njegovoj vlastitoj diskrecijskoj ocjeni ako smatra da je to u najboljem interesu Projekta</p> <p>(3) Korisnik Terminala će u roku od 5 Radnih dana od zaprimanja zahtjeva Operatora, koji može biti dan u bilo kojem trenutku (uključujući prije Datuma stupanja na snagu), dostaviti Operatoru Osiguranje plaćanja sukladno odredbama sadržanim u Poglavlju VII OU. Bez utjecaja na obveze Korisnika Terminala temeljem prethodne rečenice, Operator će uložiti razumne napore da osigura da obveza Korisnika Terminala dostaviti takvo Osiguranje plaćanja nastupi što je moguće bliže predviđenom Datumu stupanja na snagu. Ako Korisnik Terminala ne dostavi Operatoru Osiguranje plaćanja u roku sukladno ovom stavku, primjena obveze Operatora da pruži Uslugu prihvata i otpreme UPP-a i obveze Korisnika Terminala da plaća naknadu za korištenje Terminala, odgađa se sve dok Korisnik Terminala ne ispuni predmetnu obvezu. U svakom slučaju, Operator ima pravo raskinuti Ugovor, uz ostavljanje naknadnog roka</p>	<p>implement the Project pursuant to the Rules for implementation of the binding phase of the Open Season procedure adopted by Operator in February 2018 (hereinafter: „Rules OS“), and</p> <p>(b) passing a positive final investment decision by Plinacro d.o.o., by which Plinacro d.o.o. determines that it will construct the pipeline pursuant to the Rules for implementation of the binding phase of the Open Season procedure adopted by Plinacro d.o.o. on 16.3.2018.,</p> <p>hereinafter jointly as: „CPs“ or „Conditions Precedent“ and individually as „CP“ or „Condition Precedent“).</p> <p>(2) The date on which the Conditions Precedent are satisfied or waived by Operator in writing, shall be date on which this Terminal Use Agreement comes into effect (the „Effective Date“). On the Effective Date, Operator shall notify Terminal User without any delay, in writing of the satisfaction of or waiver of the CPs („Operator's Notice“). It is deemed that Terminal User received Operator's Notice upon expiry of 2 days as of the date of submitting Operator's Notice to the post office or courier for the purpose of delivery to Terminal User. For the avoidance of doubt, Operator will have the right to waive any of the Conditions Precedent set out in paragraph (1) of this Article, at its sole discretion if it deems this is in the best interest of the Project.</p> <p>(3) The Terminal User shall on 5 Business Days' notice given by Operator at any time (including before the Effective Date) provide to Operator the Credit Support in accordance with the provisions contained in Section VII of the GTC. Without prejudice to the Terminal User's obligations under the previous sentence, Operator shall use reasonable endeavours to ensure that the Terminal User is not obliged to provide such Credit Support until as close as practicable to the anticipated Effective Date. In case that Terminal User fails to provide Credit Support to the Operator within the deadline pursuant to this paragraph, the application of Operator's obligation to provide LNG Regasification Services, and Terminal User's obligation to pay the fee for usage of the Terminal, will be postponed until Terminal User fulfils the respective obligation. In any case, Operator is entitled to unilaterally terminate the</p>
--	--

TERMINAL USE AGREEMENT - DRAFT

<p>za ispunjenje od 10 dana, te potraživati od Korisnika Terminala naknadu cjelokupne štete.</p> <p>(4) Operator će obavještavati Korisnika Terminala na mjesečnoj razini o napretku kojeg je postigao Operator od Dana sklapanja u odnosu na ispunjenje CP-a opisanog u stavku (1) točki (a) ovog članka.</p> <p>(5) Stranke se obvezuju da će na Datum stupanja na snagu, u evidencijske svrhe, potpisati zajedničku izjavu kojom se utvrđuje da su svi CP-ovi ispunjeni.</p> <p>(6) Ako najkasnije do 30.6.2018. nisu ispunjena oba Odgodna uvjeta ili ih se Operator nije odrekao u skladu s ovim člankom, tada obje Stranke imaju pravo jednostrano raskinuti Ugovor putem pisane obavijesti..</p> <p>Ako Operator i/ili Plinacro d.o.o. donesu negativnu konačnu odluku o investiciji (<i>Final Investment Decision</i>) kojom izjavljuju da neće realizirati Projekt (Operator), odnosno izgraditi plinovod (Plinacro d.o.o.), tada se ovaj Ugovor raskida temeljem samog zakona.</p> <p>U slučaju raskida ovog Ugovora o korištenju Terminala sukladno ovom stavku (6), Stranke su oslobođene bilo kakvih daljnjih obaveza ili odgovornosti po ovom Ugovoru o korištenju Terminala, te će svaka Stranka snositi svoje troškove nastale vezano uz ovaj Ugovor i njegov raskid, bez prava na naknadu bilo kakve štete ili međusobnih potraživanja.</p>	<p>Agreement, with allowing an additional cure period of 10 days, and to receive overall damages.</p> <p>(4) Operator shall inform Terminal User on a monthly basis on the progress made by Operator since Execution Date in relation to the fulfilment of the Condition Precedent set out in paragraph (1) point (a) of this Article.</p> <p>(5) The Parties agree to execute on Effective Date a joint statement, for evidentiary purposes, by which they shall state that all the CPs have been fulfilled.</p> <p>(6) If both Conditions Precedent are not satisfied or waived by Operator in accordance with this Article by 30.6.2018., then either Party will be entitled to unilaterally terminate this Terminal Use Agreement by written notice.</p> <p>If Operator and/or Plinacro d.o.o. pass a negative final investment decision, by which they determine that they will not implement the Project (Operator), i.e. construct the pipeline (Plinacro d.o.o.); then this Terminal Use Agreement shall be terminated by law.</p> <p>Upon termination of this Terminal Use Agreement pursuant to this paragraph (6), the Parties shall be discharged from any further obligations or liabilities under this Terminal Use Agreement, and each Party will bear its costs related to this Terminal Use Agreement and its termination, without the right to any compensation of damages or mutual claims.</p>
--	--

<p style="text-align: center;">Članak 4. USLUGE</p>	<p style="text-align: center;">Article 4 SERVICES</p>
<p>(1) Pod uvjetom da je Korisnik Terminala pravovremeno pribavio energetska dozvolu u roku sukladno stavku (2) ovog članka i dostavio Operatoru Osiguranje plaćanja sukladno članku 3. ovog Ugovora, Operator će početi pružati Korisniku Terminala, a Korisnik Terminala će početi plaćati Operatoru naknade opisane u poglavlju VI OU, za Usluge prihvata i otpreme UPP-a, sukladno ovom Ugovoru o korištenju Terminala, počevši od dana definiranog u Prilogu 1 kao „Datum početka“ ili od 1. dana u kalendarskom mjesecu koji slijedi nakon kalendarskog mjeseca u kojem je nastupio COD, ovisno o tome koji nastupi kasnije, u razdoblju definiranom u Prilogu 1 kao „Razdoblje pružanja usluge“. Kapacitet ponovnog uplinjavanja UPP-a raspodijeljen Korisniku Terminala za Razdoblje pružanja usluge (MWh) će biti naznačen u Prilogu 1.</p> <p>(2) Korisnik Terminala se obvezuje da će najkasnije 5 dana prije Datuma početka, ishoditi i dostaviti na znanje Operatoru njenu presliku, važeću dozvolu za obavljanje energetske djelatnosti opskrbe plinom ili trgovine plinom sukladno propisima Republike Hrvatske; te da će za cijelo vrijeme trajanja ovog Ugovora ispunjavati sve uvjete predviđene propisima Republike Hrvatske za korisnika terminala za UPP.</p> <p>Ako Korisnik Terminala ne ishodi valjanu dozvolu u roku sukladno ovom stavku, primjena obveze Operatora da pruži Uslugu prihvata i otpreme UPP-a i obveze Korisnika Terminala da plaća naknadu za korištenje terminala, odgađa se sve dok Korisnik Terminala ne ispuni predmetnu obvezu. Korisnik Terminala će biti dužan platiti Operatoru ugovornu kaznu u iznosu od 0,055 % od ukupnog iznosa naknade za korištenje Terminala za UPP obračunatog za razdoblje od 6 mjeseci za onu plinsku godinu trajanja Ugovora za koju je Korisnik Terminala ugovorio najveći kapacitet, po danu zakašnjenja sa ishodom dozvole sukladno ovom stavku. Ugovorna kazna će se obračunavati za cijelo razdoblje sve dok Operator ne zaprimi presliku valjane dozvole Korisnika Terminala. Pored prava na ugovornu kaznu, Operator ima kumulativno i pravo na naknadu cjelokupne štete koja mu može nastati zbog zakašnjenja Korisnika Terminala. U svakom slučaju, Operator ima pravo jednostrano raskinuti Ugovor te pravo na cjelokupne naknadu štete.</p>	<p>(1) Under condition that the Terminal User timely obtained energy license within the term pursuant to paragraph (2) of this Article and provided Credit Support to the Operator pursuant to Article 3 of this Agreement, the Operator shall commence with provision of the LNG Regasification Services to Terminal User, and Terminal User shall commence with paying the fees described in Section VI of the GTC for the LNG Regasification Services in accordance with this Terminal Use Agreement, beginning on the date defined in Schedule 1 as the “Start Date” or the 1st day of calendar month following the calendar month in which the Commercial Operation Date occurred, whichever occurs later, for the period defined in Schedule 1 as the “Service Period”. The LNG regasification capacity allocated to Terminal User per the Service Period (MWh) shall be indicated in the Schedule 1.</p> <p>(2) Terminal User obligates to, at the latest 5 days prior to Start Date, obtain and provide its copy to Operator, a valid license for performing energy activity of gas supply or gas trade pursuant to the legislation of Republic of Croatia; and that it will for the entire period of this Terminal Use Agreement fulfil all requirements envisaged under the legislation of the Republic of Croatia for the user of LNG terminal.</p> <p>In case that Terminal User fails to obtain a valid license within the deadline pursuant to this paragraph, the application of Operator’s obligation to provide LNG Regasification Services, and Terminal User’s obligation to pay the fee for usage of the Terminal, will be postponed until Terminal User fulfils the respective obligation. Terminal User will be obligated to pay to Operator liquidated damages in the amount 0.055 % of the total amount of fee for usage of the Terminal, calculated for the period of 6 months of the gas year of the Agreement term for which Terminal User contracted the largest capacity, per day of delay with obtaining the license pursuant to this paragraph. The liquidated damages will be calculated for the entire period until Operator receives a copy of valid license of Terminal User. Along with the right to liquidated damages, Operator has a cumulative right to compensation of all damages which might occur due to Terminal User’s delay. In any case,</p>

TERMINAL USE AGREEMENT - DRAFT

<p>(3) Iznimno od navedenog u stavku (1) ovog članka, ako do datuma na koji Operator počinje sa pružanjem Usluge prihvata i otpreme UPP-a kako je utvrđen u stavku (1) ovog članka, operator transportnog sustava ne izgradi plinovod sukladno Pravilima za provedbu obvezujuće faze Open Season postupka koja je donio Plinacro d.o.o. dana 16.3.2018., i ishodi valjane dozvole za njegovo korištenje sukladno primjenjivim propisima te pusti plinovod u pogon ("Plinacrove Obveze"), tada će Operatorova obveza da pruži bilo koju Uslugu prihvata i otpreme UPP-a i obveza Korisnika terminala da plaća naknadu za korištenje terminala, biti odgođena sve dok se ne ispune u cijelosti Plinacrove Obveze. Korisnik Terminala potvrđuje da je svjestan da se pružanje Usluge prihvata i otpreme UPP-a ne može započeti ako istovremeno Plinacro d.o.o. ne započne sa pružanjem usluge transporta plina putem plinovoda koji treba biti izgrađen sukladno Pravilima za provedbu obvezujuće faze Open Season postupka, koja je donio Plinacro d.o.o. dana 16.3.2018. Radi izbjegavanja dvojbi, Operator neće biti odgovoran za bilo koju štetu ili troškove Korisniku Terminala koji nastanu kao posljedica odgode pružanja Usluga prihvata i otpreme UPP-a zbog zakašnjenja u ispunjenju ili neispunjenja Plinacrovih Obveza.</p> <p>(4) Ako COD ne nastupi najkasnije do 1.3.2020, iz razloga što Operator svojom krivnjom do tog datuma nije izgradio Terminal i ishodio pravomoćne dozvole za njegovo korištenje predviđene sukladno propisima; tada će Operator biti dužan platiti Korisniku terminala ugovornu kaznu zbog zakašnjenja u iznosu od 0,055% od iznosa naknade za korištenje terminala obračunate u odnosu na ugovoreni kapacitet Korisnika Terminala za razdoblje od prvih 6 mjeseci Razdoblja usluge, za svaki dan zakašnjenja počevši od dana 2.3.2020. pa do dana kada nastupi COD. Ukupan iznos ugovorne kazne iz ovog članka ne može prijeći iznos od: 10% od iznosa naknade za korištenje Terminala, obračunate u odnosu na ugovoreni kapacitet Korisnika Terminala za razdoblje za prvih 6 mjeseci Razdoblja usluge. Korisnik Terminala potvrđuje da je ugovoreni iznos ugovorne kazne primjeren zaštićenom dobru te da od Operatora neće potraživati naknadu bilo kakve štete, povrh iznosa ugovorne kazne. Ugovorna kazna iz ovog</p>	<p>Operator is entitled to unilaterally terminate the Agreement and to receive overall damages.</p> <p>(3) Without prejudice to paragraph (1) of this Article, in case that the transmission system operator fails to construct the gas pipeline pursuant to the Rules for implementation of the binding phase of the Open Season procedure published by Plinacro d.o.o. on 16.3.2018., and to obtain legally valid permits for its use foreseen under the provisions of the applicable legislation and commissions the pipeline ("Plinacro's Obligations"), until the date when Operator commences with provision of LNG Regasification Services pursuant to paragraph (1) of this Article, then Operator's obligation to provide any LNG Regasification Services and Terminal User's obligation to pay the fee for usage of the Terminal shall be postponed until Plinacro's Obligations have been entirely fulfilled. Terminal User acknowledges that the provision of LNG Regasification Services cannot commence unless Plinacro d.o.o. at the same time doesn't commence with provision of gas transmission services by means of the pipeline which is to be constructed pursuant to the Rules for implementation of the binding phase of the Open Season procedure published by Plinacro d.o.o. on 16.3.2018. For avoidance of doubt, Operator shall not be liable for any damages nor costs to Terminal User which occur as a result of postponement of LNG Regasification Services due to delay with or non-fulfilment of Plinacro's Obligations.</p> <p>(4) If the COD does not occur at the latest until 1.3.2020., because Operator by its fault has not constructed the Terminal, and obtained legally valid permits for its use foreseen under the provisions until such date; then Operator shall pay to Terminal User liquidated damages for delay in the amount of 0,055% of the amount of fee for usage of the Terminal, calculated with regard to contracted capacity of the Terminal User for the first 6 months of the Service Period, for each day of delay starting from 2.3.2020. until the day when the COD occurs. The total amount of the liquidated damages under this paragraph shall not exceed the amount of: 10% of the amount of fee for usage of the Terminal calculated with regard to contracted capacity of the Terminal User for the first 6 months of the Service Period. Terminal User confirms that the contracted amount of liquidated damages is appropriate to the protected asset and that it shall not claim compensation for any damage from Operator, beyond the amount of liquidated</p>
---	--

<p>stavka dospijeva na naplatu u roku od 15 dana od nastupa COD-a.</p> <p>Radi izbjegavanja dvojbe, ovaj stavak (4) se ne primjenjuje, te Operator neće biti dužan platiti ugovornu kaznu Korisniku Terminala, ako primjena Operatorove obveze da pruži bilo koju Uslugu prihvata i otpreme UPP-a i obveze Korisnika Terminala da plaća naknadu za korištenje terminala bude odgođena, odnosno ako Operator zakasni s izgradnjom Terminala i/ili pribavljanjem dozvola za njegovu uporabu, zbog bilo kojih razloga koji se ne mogu pripisati Operatoru, primjerice iz razloga što do navedenog roka nisu ispunjene Plinacrove Obveze, slučaj, nastup Događaja Više sile, krivnja treće osobe ili Korisnika Terminala.</p>	<p>damages. The liquidated damages under this paragraph will be due for payment within 15 days from the occurrence of the COD.</p> <p>For the avoidance of doubt, this paragraph (4) will not be applied, and Operator will not be obligated to pay liquidated damages to Terminal User, if the application of Operator's obligation to provide any LNG Regasification Services and Terminal User's obligation to pay the fee for usage of the Terminal is postponed, or if Operator is in delay with construction of the Terminal and/or obtaining of the licenses for its usage, due to any reason which cannot be attributed to Operator, e.g. because Plinacro's Obligations have not been fulfilled, fortuitous event, a Force Majeure Event, fault of third person or Terminal User.</p>
<p style="text-align: center;">Članak 5. RASKID UGOVORA</p>	<p style="text-align: center;">Article 5 TERMINATION OF THE AGREEMENT</p>
<p>(1) Ugovorne strane imaju pravo raskinuti ovaj Ugovor u slučajevima kako je regulirano u OU i ovim Ugovorom.</p>	<p>(1) The Parties are entitled to terminate this Terminal Use Agreement in the events as envisaged under the GTC and the TUA.</p>
<p>(2) Korisnik Terminala je ovlašten raskinuti ovaj Ugovor pisanom izjavom o raskidu dostavljenom Operatoru preporučenom poštom, bez davanja naknadnog roka za ispunjenje, ako se pružanje Usluga za prihvata i otpremu UPP-a sukladno odredbama Ugovora ne započne do 1.7.2020., iz razloga što do tog datuma Operator svojom krivnjom nije izgradio Terminal, i pribavio valjane dozvole za njegovo korištenje, na način kako je to predviđeno odredbama mjerodavnih propisa. Ukupna odgovornost Operatora za štetu u slučaju raskida Ugovora prema ovom stavku ograničena je na iznos od 10% od iznosa naknade za korištenje Terminala, obračunate u odnosu na ugovoreni kapacitet Korisnika Terminala za razdoblje od prvih 6 mjeseci Razdoblja usluge. Operator neće biti odgovoran Korisniku Terminala za izmaklu korist ili bilo koje druge indirektno, neizravne, slučajne ili posljedične štete koje Korisnik terminala može pretrpjeti zbog ili u vezi s raskidom Ugovorom temeljem ovog stavka. Radi izbjegavanja sumnje, Stranke se slažu da se ograničenje odgovornosti u ovom stavku neće primjenjivati na štete koje je Operator uzrokovao Korisniku terminala namjerno ili krajnjom nepažnjom. Radi izbjegavanja dvojbe, u slučaju raskida Ugovora sukladno ovom stavku, Korisnik terminala neće imati pravo na ugovornu kaznu iz članka 4. ovog</p>	<p>(2) Terminal User is entitled to terminate this Terminal Use Agreement by a written notice on termination delivered to Operator via registered mail, without providing a subsequent term for fulfilment, if the provision of the LNG Regasification Services pursuant to this Terminal Use Agreement does not occur until 1.7.2020., because until this date Operator by its fault has not constructed the Terminal, and obtained legally valid permits for its use foreseen under the provisions of applicable legislation. The total liability of Operator for damage in case of termination under this paragraph is limited to the amount of 10% of the total amount of fee for usage of the Terminal, calculated with regard to contracted capacity of the Terminal User for the first 6 months of the Service Period. Operator shall not be responsible to Terminal User for loss of benefit or any other indirect, collateral, accidental or consequential damage that Terminal User may incur due to or in connection with the termination of the Agreement under this paragraph. For the avoidance of doubt, the Parties agree that the limitation of liability referred to in this paragraph shall not apply to the damage that Operator caused to Terminal User by intent or gross negligence. For avoidance of doubt, in case of termination of the Agreement pursuant to this paragraph, Terminal User shall not be entitled</p>

TERMINAL USE AGREEMENT - DRAFT

<p>Ugovora, nego samo pravo na naknadu štete sukladno odredbama ovog stavka.</p> <p>(3) Svaka je Stranka ovlaštena raskinuti Ugovor pisanom izjavom o raskidu koja je upućena drugoj Stranci putem preporučene pošte, bez davanja naknadnog roka za ispunjenje, ako se pružanje Usluga za prihvata i otpremu UPP-a sukladno odredbama ovog Ugovora ne započne do 1.7.2020., iz razloga što:</p> <p>(a) do navedenog datuma Plinacrove Obveze nisu bile ispunjene, ili</p> <p>(b) do navedenog datuma Operator nije izgradio Terminal i/ili pribavio dozvole za njegovu uporabu iz bilo kojeg razloga za koji Operator nije odgovoran, npr. Događaj Više sile, slučaj, krivnja treće strane, ili</p> <p>(c) iz bilo kojeg drugog razloga za koji ne odgovara ni Operator niti Korisnik Terminala.</p> <p>U slučaju raskida Ugovora u skladu s ovim stavkom, svaka će Stranka snositi vlastite troškove povezane s ovim Ugovorom i njegovim raskidom bez prava na bilo kakvu naknadu štete.</p> <p>(4) U slučaju da jedan ili više ponuditelja u "Open Season" postupku kojeg provodi Operator sukladno Pravilima OS:</p> <p>(a) na poziv Operatora ne potpišu ugovor o korištenju Terminala, ili</p> <p>(b) ne dostave Operatoru ugovoreno sredstvo osiguranja plaćanja u roku predviđenom ugovorom o korištenju Terminala ili</p> <p>(c) ne pribave energetska dozvolu sukladno članku 4. Ugovora,</p> <p>Operator ima pravo iznova provesti ekonomski test kako bi se ocijenila gospodarska isplativost Projekta. Ukoliko Operator prema vlastitoj diskrecijskoj ocjeni procijeni da Projekt nije isplativ, ima pravo jednostrano raskinuti ovaj Ugovor, u kojem slučaju Ugovorne strane neće imati nikakvih međusobnih potraživanja. Radi izbjegavanja dvojbe, u slučaju da Korisnik Terminala nije ispunio obveze iz točke (a) ili (b) ili (c) opisane u ovom stavku, tada će Korisnik Terminala biti dužan nadoknaditi Operatoru štetu.</p>	<p>to liquidated damages from Article 4 of this Terminal Use Agreement, but only to reimbursement of damages pursuant to this paragraph.</p> <p>(3) Each Party is authorised to terminate this Agreement by a written notice on termination delivered to other Party via registered mail, without providing a subsequent term for fulfilment, if the provision of LNG Regasification Services pursuant to the provisions of this Agreement does not occur until 1.7.2020., because:</p> <p>(a) until this date Plinacro's Obligations have not been fulfilled, or</p> <p>(b) until this date the Operator did not construct the Terminal and/or obtain permits for its usage due to any reason for which the Operator is not liable, e.g. Force Majeure Event, fortuitous event, fault of third person, or</p> <p>(c) due to any other reason for which neither Operator nor Terminal User are not liable.</p> <p>In case of Agreement termination in accordance with this paragraph, each Party will bear its costs related to this Agreement and its termination without the right to any compensation of damages.</p> <p>(4) In case that one or more applicants in the "Open Season" procedure conducted by Operator pursuant to the Rules OS:</p> <p>(a) upon Operator's call fail to sign the agreement on usage of the Terminal, or</p> <p>(b) fail to provide the Credit Support to Operator within the term envisaged in the agreement on usage of the Terminal, or</p> <p>(c) fail to obtain energy license pursuant to Article 4 of the Agreement,</p> <p>Operator is entitled to carry out economic test once more in order to assess the economic profitability of the Project. In case that Operator, at its own discretionary assessment, determines that the Project is not profitable, Operator is entitled to unilaterally terminate this Terminal Use Agreement, in which case the Parties will not have any mutual claims. For avoidance of doubt, in case Terminal User failed to fulfil obligations from point (a) or (b) or (c) described in this paragraph, then Terminal User will be obligated to compensation of damages to Operator.</p>
---	--

<p>(5) Korisnik Terminala potvrđuje kako je svjestan da ostvarenje prava i obveza iz ovog Ugovora ovisi o radnjama Plinacro d.o.o. i Operatora; te svaki od njih ima svoje obveze i odgovornosti. Odgovornost Operatora je ograničena isključivo na pružanje Usluge prihvata i otpreme UPP-a, a u koju svrhu je Operator obavezan izgraditi Terminal sukladno Pravilima OS. Ako je Operator ispunio svoju obvezu izgradnje Terminala sukladno Pravilima OS i ovom Ugovoru, a Korisnik Terminala ne može koristiti Uslugu prihvata i otpreme UPP-a temeljem ovog Ugovora zbog toga što Plinacro d.o.o. kasni ili nije ispunio Plinacrove Obveze, Korisnik Terminala ovime izričito potvrđuje kako neće potraživati od Operatora nikakvu štetu niti ga držati na bilo koji način odgovornim.</p>	<p>(5) Terminal User confirms that it is aware that fulfilment of rights and obligations from this Terminal Use Agreement depends on the activities of Plinacro d.o.o. and Operator; and each of them has its own obligations and responsibilities. Operator's responsibility is exclusively limited to provision of LNG Regasification Services, for which purpose Operator is obligated to construct the Terminal pursuant to the Rules OS. If Operator has fulfilled its obligation of construction of the Terminal pursuant to the Rules OS and this Terminal Use Agreement, and Terminal User cannot use the LNG Regasification Services based on this Terminal Use Agreement because Plinacro is in delay with fulfilment of Plinacro's Obligations, Terminal User hereby explicitly confirms that it will not claim any damages from Operator nor hold Operator liable in any manner.</p>
<p style="text-align: center;">Članak 6. OSIGURANJE</p>	<p style="text-align: center;">Article 6 INSURANCE</p>
<p>Svaka je Stranka odgovorna za ugovaranje ili osiguravanje ugovaranja te održavanje na snazi polica osiguranja kako je to opisano u poglavlju 13 OU.</p>	<p>Each Party shall be responsible for taking out, or procuring the taking out of, and maintaining the insurance policies as described under Section 13 of the GTC.</p>
<p style="text-align: center;">Članak 7. NAČELO NEDISKRIMINACIJE</p>	<p style="text-align: center;">Article 7 PRINCIPLE OF NON-DISCRIMINATION</p>
<p>Operator je dužan odnositi se prema Korisniku Terminala i drugim korisnicima terminala bez diskriminacije. Operator se slaže, prema ovom Ugovoru o korištenju Terminala, da neće Korisniku Terminala nametati diskriminatorne uvjete ili uvjete koji su manje povoljni od uvjeta primijenjenih na ostale korisnike terminala koji imaju sklopljen ugovor o korištenju Terminala pod sličnim uvjetima, sličnih naknada i trajanja.</p>	<p>Operator shall treat Terminal User and other Terminal Users in a non-discriminatory manner. Operator agrees, as per this Terminal Use Agreement, to not impose on Terminal User discriminatory conditions or conditions that are less favourable than those applied to other terminal users that have concluded a terminal use agreement of a similar nature in conditions of similar fees and duration.</p>
<p style="text-align: center;">Članak 8. RAČUNANJE ROKOVA</p>	<p style="text-align: center;">Article 8 CALCULATION OF PERIODS</p>
<p>(1) Za svrhe ovog Ugovora o korištenju Terminala svi se rokovi računaju na sljedeći način:</p> <p>a) rokovi određeni u danima, računati od određenog dana, ne uključuju u izračun prvi dan te počinju sljedećeg dana,</p> <p>b) ako su rokovi određeni u mjesecima ili godinama, računaju se od datuma do datuma. Ako nema dana koji je ekvivalentan prvom danu izračuna u mjesecu dospijeća,</p>	<p>(1) For the purposes of this Terminal Use Agreement, all periods shall be calculated as follows:</p> <p>a) periods set in days, calculated from a specific day, shall not include the first day in the calculation and shall begin on the following day,</p> <p>b) if the deadlines are set by months or years, they shall be calculated from date to date. If there is no day equivalent to the</p>

TERMINAL USE AGREEMENT - DRAFT

<p>podrazumijeva se da rok istječe zadnjeg dana u mjesecu.</p> <p>(2) Računanje rokova uključuje neradne dane, osim ako se rok izričito ne odredi samo u Radnim danima. Upućivanje na vrijeme u danu znači upućivanje na lokalno vrijeme u Hrvatskoj, osim ako je drugačije naznačeno. Za svrhu računanja rokova u ovom Ugovoru o korištenju Terminala, radni dan je svaki dan osim: subote, nedjelje i blagdana te neradnih dana u Republici Hrvatskoj (dalje kao: Radni dan). Ako posljednji dan roka pada u dan koji je ovim člankom određen kao neradni dan, kao posljednji dan roka smatra se sljedeći Radni dan.</p> <p style="text-align: center;">Članak 9. IZMJENE I DOPUNE</p> <p>Stranke mogu dopunjavati ili mijenjati ovaj Ugovor o korištenju Terminala samo sklapanjem pisanog aneksa, koji su potpisale obje Stranke.</p> <p style="text-align: center;">Članak 10. IZJAVE I OBAVEZE</p> <p>(1) Prilikom izvršavanja obaveza i ostvarivanja prava po ovom Ugovoru o korištenju Terminala, svaka Stranka će postupati kao Razumni i savjesni energetska subjekt.</p> <p>(2) Svaka će Stranka, prema ostalim odredbama ovog Ugovora o korištenju Terminala, pribaviti, pridržavati se, te učiniti sve što je potrebno kako bi održala u punoj snazi bilo kakvo odobrenje koje traži bilo koji primjenjivi zakon, kako su i kad su takva odobrenja potrebna da bi Stranka mogla ispuniti svoje obaveze po ovom Ugovoru o korištenju Terminala.</p> <p>(3) Korisnik Terminala izjavljuje i jamči Operatoru, a Operator izjavljuje i jamči Korisniku Terminala, na Datum sklapanja, Datum stupanja na snagu i COD, da:</p> <p style="padding-left: 40px;">(a) je osoba koja je propisno osnovana, koja valjano postoji te se nad njom ne vodi stečajni, predstečajni ili slični postupak koji može rezultirati sa prestankom društva, prema mjerodavnim propisima;</p>	<p>first day of the calculation in the month of maturity, the deadline shall be understood to expire on the last day of the month.</p> <p>(2) Calculation of the periods shall include non-business days, unless the period has been expressly established in Business Days. A time of day is a reference to the local time in Croatia, unless otherwise indicated. For the purpose of calculating the periods in this Terminal Use Agreement, business day is any days except: Saturday, Sunday and public holidays and non-working days in Republic of Croatia (hereinafter: Business Day). In case the last day of the period falls on a day which is determined by this Article as non-business day, then the next Business Day shall be deemed as the last day of the period.</p> <p style="text-align: center;">Article 9 AMENDMENTS</p> <p>The Parties may amend or supplement this Terminal Use Agreement only by concluding a written annex, signed by both Parties.</p> <p style="text-align: center;">Article 10 REPRESENTATIONS AND UNDERTAKINGS</p> <p>(1) In performing its obligations and exercising its rights under this Terminal Use Agreement, each Party shall act in the manner of a Reasonable and Prudent Energy Entity.</p> <p>(2) Each Party shall, subject to the remaining provisions of this Terminal Use Agreement, obtain, comply with and do all that is necessary to maintain in full force any authorization required under any applicable law as and when such authorizations are required to enable it to comply with its obligations under this Terminal Use Agreement.</p> <p>(3) Terminal User represents and warrants to Operator and Operator represents and warrants to Terminal User that, as of the Execution Date, the Effective Date and COD:</p> <p style="padding-left: 40px;">(a) it is an entity duly incorporated, validly existing and there is no ongoing bankruptcy, pre-bankruptcy or similar proceeding which may result with cessation of the company under the laws of the jurisdiction of its organization;</p>
--	---

TERMINAL USE AGREEMENT - DRAFT

<p>(b) on i njegovi potpisnici imaju puno korporativno ovlaštenje i pravo da stupi u i da koristi svoja prava i izvršava svoje obaveze po ovom Ugovoru o korištenju Terminala;</p> <p>(c) obveze koje će preuzeti po ovom Ugovoru o korištenju Terminala zakonite su i valjane obaveze koje ga obvezuju;</p> <p>(d) radnje potrebne za ovlaštenje sklapanja i dostavu ovog Ugovora o korištenju Terminala te izvršenje njegovih obveza navedenih ovdje su uredno izvršene;</p> <p>(e) sklapanje, dostava i ispunjavanje ovog Ugovora o korištenju Terminala ne krši osnivačke akte Stranke niti bilo koji materijalno bitan sporazum ili bilo koji primjenjivi zakon po kojem je Stranka ili njena imovina vezana; i</p> <p>(f) nema prava pod zakonima bilo koje nadležnosti tražiti ili imati koristi od bilo kakvog imuniteta (bilo okarakteriziranog kao državni imunitet, suvereni imunitet, državni akt ili drugačije) od nadležnosti, tužbe, sudskog postupka, ovrhe, uručenja službene obavijesti, pljenidbe, zapljene, prijeboja, privremene mjere ili naloga ili drugih pravnih procesa (bilo u svrhu provedbe, prije donošenja odluke ili presude ili drugačije).</p> <p>(4) Operator se ovime obavezuje, za trajanja ovog Ugovora o korištenju Terminala, da neće dopustiti ili izvršiti ikakve bitne promjene Tehničkih karakteristika Terminala, osim u slučaju da dođe do promijenjenih okolnosti. Promijenjene okolnosti se u smislu ovog članka odnose primjerice, ali ne isključivo, na:</p> <p>(a) bilo koje okolnosti radi kojih bi, bez promjene Tehničkih karakteristika Terminala, Operatoru ispunjavanje Ugovora postalo otežano ili mu nanijelo gubitak; ili</p> <p>(b) izmjena propisa (uključujući, ali ne ograničeno na, propise i standarde o zaštiti okoliša) ili</p>	<p>(b) it and its signatories have full corporate power and authority to enter into and to exercise its rights and perform its obligations under this Terminal Use Agreement;</p> <p>(c) the obligations to be assumed by it under this Terminal Use Agreement are legal and valid obligations binding on it;</p> <p>(d) the actions necessary to authorize the execution and delivery of this Terminal Use Agreement and the performance of its obligations hereunder have been duly taken;</p> <p>(e) the execution, delivery and performance of this Terminal Use Agreement does not violate the constitutional documents of such Party or any material agreement or any applicable law by which it or its assets are bound; and</p> <p>(f) it has no right under the laws of any jurisdiction to claim or benefit from any immunity (whether characterized as state immunity, sovereign immunity, act of state or otherwise) from jurisdiction, suit, action, service, execution, attachment, set off, provisional measures or orders or other legal process (whether in aid of execution, before award or judgment or otherwise).</p> <p>(4) Operator hereby undertakes, for the duration of this Terminal Use Agreement, not to permit or make any material change, to the Terminal's Technical Characteristics, except in the event that there is any change of circumstances. Change of circumstances, within the meaning of this Article, refers, for example, but not exclusively, to:</p> <p>(a) any circumstances due to which, the fulfilment of obligations from the Terminal Use Agreement would become difficult to the Operator or would cause him loss, without the change of Terminal's Technical Characteristics, or</p> <p>(b) change of legislation (including, but not limited to, legislation and standards on</p>
---	--

TERMINAL USE AGREEMENT - DRAFT

<p>normi koje se primjenjuju ili utječu na Terminal; ili</p> <p>(c) povećanje kapaciteta plinovoda transportnog sustava koji povezuje Terminal sa transportnim sustavom Republike Hrvatske.</p> <p>(5) Ako Operator nakon raspodjele Kapaciteta ponovnog uplinjavanja UPP-a Korisniku Terminala učini bitne promjene Tehničkih karakteristika Terminala, protivno odredbama stavka (4) ovog članka, Korisnik Terminala će biti ovlašten jednostrano raskinuti Ugovor putem pisane obavijesti o raskidu. U slučaju raskida Ugovora iz ovog stavka, Stranke neće imati nikakvih međusobnih potraživanja temeljem ili vezano uz raskid Ugovora.</p> <p style="text-align: center;">Članak 11. RAZNO</p> <p>(1) Pravni lijekovi i odricanja:</p> <p>(a) Propust u izvršavanju, ili bilo kakvo zakašnjenje u izvršavanju bilo kojeg prava, ovlasti ili pravnog lijeka po ovom Ugovoru o korištenju Terminala neće se smatrati kao odricanje od bilo kakvog takvog prava ili pravnog lijeka, niti će bilo koje jedinstveno ili djelomično korištenje bilo kojeg prava ili pravnog lijeka spriječiti bilo kakvo daljnje ili drugo korištenje ili korištenje bilo kojeg drugog prava ili pravnog lijeka. Prava i pravni lijekovi određeni u ovom Ugovoru o korištenju Terminala su kumulativni, te ne isključuju bilo koja druga prava ili pravne lijekove na koje Stranka može po zakonu imati pravo.</p> <p>(b) Propust bilo koje Stranke da u bilo kojem trenutku zahtijeva ispunjenje ili djelomično ispunjenje bilo koje odredbe ovog Ugovora o korištenju Terminala neće utjecati na njeno pravo da zahtijeva kasnije ispunjenje takve odredbe. Odricanje bilo koje Stranke od prava zbog bilo kakvog kršenja odredbi ovog Ugovora neće se smatrati odricanjem od bilo kakvih prava zbog budućih kršenja takvih obaveza. Neće se smatrati da se Stranka odrekla ili odgodila izvršenje ili djelomično izvršenje bilo kojeg uvjeta ili obaveze koja se ovdje izvršava, osim ako je to učinjeno pisanom izjavom koju je potpisala Stranka za koju se tvrdi da se toga odrekla ili da je odobrila odgodu.</p> <p>(2) Ako bi bilo koja odredba ili obaveza po ovom Ugovoru o korištenju Terminala postala nevaljana, nezakonita ili neprovediva, to neće</p>	<p>protection of environment) or norms which apply to or affect the Terminal; or</p> <p>(c) increase of the capacity of the pipeline connecting the Terminal with the transmission system of the Republic of Croatia).</p> <p>(5) If the Operator makes material change of the Terminal's Technical Characteristics, contrary to the provisions of paragraph (4) of this Article, the Terminal User shall be entitled to unilaterally terminate the Terminal Use Agreement by written notice on termination. In case of termination of the Terminal Use Agreement pursuant to this Article, the Parties will not have any mutual claims based on or relating to the termination of the Terminal Use Agreement.</p> <p style="text-align: center;">Article 11 MISCELLANEOUS PROVISIONS</p> <p>(1) Remedies and waivers:</p> <p>(a) The failure to exercise, or any delay in exercising, any right, power or remedy under this Terminal Use Agreement shall not operate as a waiver of any such power or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Terminal Use Agreement are cumulative and not exclusive of any rights or remedies to which a Party may be entitled under law.</p> <p>(b) The failure of any Party at any time to require performance or partial performance of any provision of this Terminal Use Agreement shall not affect its right to require subsequent performance of such provision. Waiver by any Party of any breach of any provision hereof shall not constitute the waiver of any subsequent breach of such provision. Performance or partial performance of any condition or obligation to be performed hereunder shall not be deemed to have been waived or postponed except by a statement in writing signed by the Party who is claimed to have granted such waiver or postponement.</p> <p>(2) Should any provision or obligation under this Terminal Use Agreement be invalid, illegal or unenforceable, the validity, legality and</p>
---	---

TERMINAL USE AGREEMENT - DRAFT

<p>utjecati na valjanost, zakonitost i provedivost ostalih odredbi ili obveza, dok god se može utvrditi i ostvariti bitna svrha ovog Ugovora o korištenju Terminala. U slučaju da se bilo koja odredba ili obaveza po ovom Ugovoru o korištenju Terminala ispostavi nevaljanom, nezakonitom ili neprovedivom, Stranke će pregovarati u dobroj vjeri kako bi se složile oko zamjenske odredbe kako bi se provela namjera Stranaka koja je ovdje navedena.</p> <p>(3) Ovaj Ugovor o korištenju Terminala čini sve uvjete oko kojih su se Stranke dogovorile u odnosu na njegov predmet te zamjenjuje i stavlja van snage bilo koje prethodne nacрте i sve prethodne ugovore, dogovore, izjave i jamstva bilo kakve vrste, u pisanom ili drugom obliku, između Stranaka, a u odnosu na predmet Ugovora.</p> <p>(4) Svaka Stranka priznaje i slaže se s tim da sklapanjem ovog Ugovora o korištenju Terminala:</p> <p>(a) ne oslanja se na (i neće imati pravnog lijeka u odnosu na to) bilo kakvu izjavu, jamstvo, obećanje, obavezu ili osiguranje dano od bilo koje druge Stranke ili druge osobe, napismeno ili ne, u bilo koje vrijeme prije sklapanja ovog Ugovora o korištenju Terminala, a koja nije izričito navedena u ovom Ugovoru o korištenju Terminala; i</p> <p>(b) njen jedini pravni lijek u odnosu na bilo koju neistinitu izjavu, jamstvo, obećanje, obavezu ili osiguranje izričito navedeno u Ugovoru o korištenju Terminala, biti će za kršenje ugovora.</p> <p>(c) ništa u ovom članku 11. neće djelovati na način da ograničava ili isključuje bilo kakvu odgovornost za prijevaru.</p> <p>(5) Ovaj Ugovor o korištenju Terminala može biti potpisan u dva identična primjerka, svaki od kojih će imati snagu i učinak originala, a oba će tvoriti jedan jedinstveni ugovor.</p> <p>(6) Ovaj Ugovor o korištenju Terminala obvezivati će i biti na snazi u odnosu na Stranke i njihove</p>	<p>enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby so long as the material purpose of this Terminal Use Agreement can be determined and effectuated. In the event that any provision in or obligation under this Terminal Use Agreement is determined to be invalid, illegal or unenforceable, the Parties shall engage in good faith negotiations in an effort to agree on a replacement provision in order to implement the intent of the Parties as set forth herein.</p> <p>(3) This Terminal Use Agreement represents the entire terms agreed between the Parties in relation to its subject matter and supersedes and extinguishes any prior drafts and all previous contracts, arrangements, representations and warranties of any nature, whether or not in writing, between the Parties relating to the subject matter.</p> <p>(4) Each Party acknowledges and agrees that in entering into this Terminal Use Agreement:</p> <p>(a) it is not relying upon (and shall have no remedy in respect of) any statement, representation, warranty, promise, undertaking or assurance made or given by any other Party or any other person, whether or not in writing, at any time prior to the execution of this Terminal Use Agreement which is not expressly set out in this Terminal Use Agreement; and</p> <p>(b) its only remedy in respect of any untrue statement, representation, warranty, promise, undertaking or assurance expressly set out in this Terminal Use Agreement shall be for breach of contract.</p> <p>(c) nothing in these Article 11 shall operate to limit or exclude any liability for fraud.</p> <p>(5) This Terminal Use Agreement may be executed in two identical counterparts, each of which shall have the force and effect of an original and all of which shall constitute but one and the same agreement.</p>
--	---

<p>odnosne zakonite nasljednike i sljednike. Ništa u ovom Ugovoru o korištenju Terminala, navedeno ili implicirano, nije namijenjeno da bilo kojoj drugoj osobi dodijeli bilo koja prava ili pravne lijekove na koje može po zakonu imati pravo.</p> <p style="text-align: center;">Članak 12. KOMUNIKACIJA / OBAVIJESTI</p> <p>(1) Bilo kakva obavijest, potraživanje, zahtjev, uputa ili druga komunikacija od jedne od Stranaka drugoj Stranci, koje je potrebno ili dopušteno po ovome Ugovoru o korištenju Terminala, sastaviti će se na engleskom ili hrvatskom jeziku.</p> <p>(2) Osim u slučajevima koji se odnose na radnje koje se moraju priopćiti u skladu s Pravilima, sva druga komunikacija između Stranaka koja se odnosi na ovaj Ugovor o korištenju Terminala obavljat će se pisanim putem, redovnom poštom ili elektroničkom poštom, sljedećim osobama:</p> <p>Korisnik terminala:</p> <p>Na pažnju: _____</p> <p>Adresa: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p> <p>Operator:</p> <p>Na pažnju: _____</p> <p>Adresa: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>	<p>(6) This Terminal Use Agreement shall bind and inure to the benefit of the Parties and their respective lawful successors and permitted assigns. Nothing in this Terminal Use Agreement, express or implied, is intended to confer on any other person any rights or remedies to which it may be entitled under law.</p> <p style="text-align: center;">Article 12 COMMUNICATION/NOTICES</p> <p>(1) Any notice, request, demand, instruction or other communication from one of the Parties to the other Party, which is required or permitted to be given under this Terminal Use Agreement, shall be made in the English or Croatian language.</p> <p>(2) Except in cases relating to operations which must be notified in accordance with the Rules of Operations (ROO), all other communication between the Parties pertaining to this Terminal Use Agreement will be made in writing, by regular mail, or by e-mail, to the following people:</p> <p>Terminal User:</p> <p>Att.: _____</p> <p>Address: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p> <p>Operator:</p> <p>Att.: _____</p> <p>Address: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p> <p>(3) Any Party may designate additional addresses for particular communications as required from time to time and may change any addresses or other details, by written notice given to the other Party thirty (30) days in advance of such additions or changes.</p>
---	---

<p>(3) Bilo koja Stranka može odrediti dodatne adrese za određene komunikacije, kako je to s vremena na vrijeme potrebno, te može promijeniti bilo koje adrese ili ostale detalje, putem pisane obavijesti dane drugoj Stranci trideset (30) dana unaprijed prije takvih dodataka ili promjena.</p> <p>(4) Zaprimanje i potvrda obavijesti:</p> <p>a) Osim ako nije izrijekom drugačije navedeno, bilo kakva obavijest ili druga komunikacija od jedne Stranke drugoj u skladu s ovim člankom smatrati će se zaprimljenom od druge Stranke ako je dostavljena osobno ili putem kurirske službe, na dan na koji je ostavljena na adresi te Stranke, ili, ako je poslana elektronskom poštom, na sljedeći Radni dan nakon dana na koji je poslana na adresu te Stranke.</p> <p>b) Odmah nakon zaprimanja obavijesti ili druge komunikacije putem elektronske pošte, Stranka</p> <p>(i) će potvrditi primitak obavijesti ili druge komunikacije istim sredstvom ako se to u komunikaciji traži;</p> <p>(ii) će naknadno potvrditi primitak obavijesti ili druge komunikacije pismom, osim ako se drugačije dogovori, ali bez da se time utječe na valjanost originala; i</p> <p>(iii) može zatražiti ponovni prijenos cijele obavijesti ili druge komunikacije ili potvrdu određenih pitanja.</p> <p style="text-align: center;">Članak 13</p> <p>(1) Za ovaj Ugovor je mjerodavno pravo Republike Hrvatske.</p> <p>(2) Bilo koji sporovi koji nastanu temeljem ili vezano uz ovaj Ugovor će biti riješeni na način kako je to određeno u poglavlju XVI OU.</p> <p>(3) Ovaj Ugovor sastavljen je na hrvatskom i engleskom jeziku, pri čemu će u slučaju bilo kakvih nepodudarnosti mjerodavna biti hrvatska verzija.</p> <p>Za Operatora: U _____, dana _____</p> <p>_____</p>	<p>(4) Receipt and confirmation of notice:</p> <p>(a) Unless explicitly indicated otherwise, any notice or other communication made by one Party to the other Party in accordance with this Article shall be deemed to be received by the other Party, if delivered by hand or by courier, on the day on which it is left at that Party's address, or, if sent by electronic mail, on the next Business Day following the day on which it is sent to that Party's address.</p> <p>(b) Immediately upon receiving a notice or communication by electronic mail, a Party</p> <p>(i) shall acknowledge receipt of a notice or other communication by the same means if requested in the communication;</p> <p>(ii) shall subsequently confirm receipt of a notice or other communication by letter, unless otherwise agreed, but without prejudice to the validity of the original; and</p> <p>(iii) may request a repeat transmittal of the entire notice or other communication or confirmation of particular matters.</p> <p style="text-align: center;">Article 13</p> <p>(1) This Terminal Use Agreement shall be governed by the laws of Republic of Croatia.</p> <p>(2) Any disputes arising out of or in connection with this Terminal Use Agreement shall be resolved in accordance with the provisions contained in Section 16 of the GTC.</p> <p>(3) This Agreement is drafted in Croatian and English language, whereas the Croatian version shall prevail in case of any contradiction.</p> <p>For Operator: In _____, on _____</p> <p>_____</p> <p>[name and surname, professional position]</p> <p>For Terminal User: In _____, on _____</p> <p>_____</p>
---	--

<p>[ime i prezime, funkcija]</p> <p>Za Korisnika Terminala: U _____, dana _____</p> <p>_____</p> <p>[ime i prezime, funkcija]</p> <p style="text-align: center;">PRILOG 1</p> <p>POSEBNI UVJETI</p> <p style="padding-left: 20px;">1. Raspodijeljen kapacitet ponovnog uplinjavanja UPP-a</p> <p style="padding-left: 40px;">1.1. Raspodijeljen kapacitet</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Plinska Godina</th> <th style="width: 80%;">Raspodijeljen kapacitet (kWh)</th> </tr> </thead> <tbody> <tr><td>2020</td><td></td></tr> <tr><td>2021</td><td></td></tr> <tr><td>2022</td><td></td></tr> <tr><td>2023</td><td></td></tr> <tr><td>2024</td><td></td></tr> <tr><td>2025</td><td></td></tr> <tr><td>2026</td><td></td></tr> <tr><td>2027</td><td></td></tr> <tr><td>2028</td><td></td></tr> <tr><td>2029</td><td></td></tr> <tr><td>2030</td><td></td></tr> <tr><td>2031</td><td></td></tr> <tr><td>2032</td><td></td></tr> <tr><td>2033</td><td></td></tr> <tr><td>2034</td><td></td></tr> <tr><td>2035</td><td></td></tr> <tr><td>2036</td><td></td></tr> <tr><td>2037</td><td></td></tr> <tr><td>2038</td><td></td></tr> <tr><td>2039</td><td></td></tr> </tbody> </table> <p>1.2. Datum početka: 1.1.2020. 1.3. Razdoblje usluge: od _____ do _____ 2. Podaci o bankovnom računu Stranaka za bilo kakve uplate 3. Druge posebne odredbe</p>	Plinska Godina	Raspodijeljen kapacitet (kWh)	2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		<p>[name and surname, professional position]</p> <p style="text-align: center;">SCHEDULE 1</p> <p>SPECIFIC TERMS</p> <p style="padding-left: 20px;">1. The LNG Regasification Capacity allocated</p> <p style="padding-left: 40px;">1.1 Capacity allocated</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Gas Year</th> <th style="width: 80%;">Capacity allocated (kWh)</th> </tr> </thead> <tbody> <tr><td>2020</td><td></td></tr> <tr><td>2021</td><td></td></tr> <tr><td>2022</td><td></td></tr> <tr><td>2023</td><td></td></tr> <tr><td>2024</td><td></td></tr> <tr><td>2025</td><td></td></tr> <tr><td>2026</td><td></td></tr> <tr><td>2027</td><td></td></tr> <tr><td>2028</td><td></td></tr> <tr><td>2029</td><td></td></tr> <tr><td>2030</td><td></td></tr> <tr><td>2031</td><td></td></tr> <tr><td>2032</td><td></td></tr> <tr><td>2033</td><td></td></tr> <tr><td>2034</td><td></td></tr> <tr><td>2035</td><td></td></tr> <tr><td>2036</td><td></td></tr> <tr><td>2037</td><td></td></tr> <tr><td>2038</td><td></td></tr> <tr><td>2039</td><td></td></tr> </tbody> </table> <p>1.2. Start Date: 1.1.2020. 1.3. Service Period: from _____ until _____ 2. The bank account details of the Parties for any payment 3. Other special provisions</p>	Gas Year	Capacity allocated (kWh)	2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039	
Plinska Godina	Raspodijeljen kapacitet (kWh)																																																																																				
2020																																																																																					
2021																																																																																					
2022																																																																																					
2023																																																																																					
2024																																																																																					
2025																																																																																					
2026																																																																																					
2027																																																																																					
2028																																																																																					
2029																																																																																					
2030																																																																																					
2031																																																																																					
2032																																																																																					
2033																																																																																					
2034																																																																																					
2035																																																																																					
2036																																																																																					
2037																																																																																					
2038																																																																																					
2039																																																																																					
Gas Year	Capacity allocated (kWh)																																																																																				
2020																																																																																					
2021																																																																																					
2022																																																																																					
2023																																																																																					
2024																																																																																					
2025																																																																																					
2026																																																																																					
2027																																																																																					
2028																																																																																					
2029																																																																																					
2030																																																																																					
2031																																																																																					
2032																																																																																					
2033																																																																																					
2034																																																																																					
2035																																																																																					
2036																																																																																					
2037																																																																																					
2038																																																																																					
2039																																																																																					