Answered comments on the proposal

Proposed rules of operation of liquefied natural gas terminal

PARTICIPATION FORM OF CONSULTING WITH INTERESTED PUBLIC	
The name of the legal act	***Proposed rules of operation of liquefied natural gas terminal*** *which includes Annex I. General Terms and Conditions and Annex II. Gas Accounting Policy*
Name of the entity responsible for drafting the proposal	*LNG Hrvatska LLC*
Date of creation:	June 15th 2018

General remarks on regulations or acts

All together 130 comments were received during public hearing consultation. Out of 130 comments received 110 comments were fully accepted and integrated in the final version of document, while 8 comments were partially accepted, 4 comments were made as a question and they were additionally explained, while 8 comments were not accepted as per explanation provided below in the table. ***Za vrijeme trajanja javnog savjetovanja pristiglo je 130 komentara od kojih je 110 u potpunosti prihvaćeno I ugrađeno u konačnu verzije, 8 komentara je djelomično prihvaćeno, na 4 komentara koja su dana u obliku pitanja dano je obrazloženje, dok 8 komentara nije prihvaćeno, a kako je obrazloženo niže u tekstu u tablici.***

Remarks and suggestions for individual articles of the regulations or acts with explanation

RULES OF OPERATION OF LIQUEFIED NATURAL GAS TERMINAL			
Article 1.	We assume that in the event of any conflict between any of the provisions of the GTC and the ROO, the provisions of the GTC will prevail and in the event of a conflict between any of the provisions of the GTC and/or the ROO and the provisions of the TUA, the provisions of the TUA will prevail.	Accepted	Yes. In the event of any conflict, Terminal Use Agreement is superior related to ROO and GTC, meaning that TUA prevails. When it comes to ROO and GTC, GTC are part of ROO and thus their provisions are mutually aligned. In order to make this clear, we have introduced new paragraph 2 in Article 1 in which we have elaborated that integral part of ROO are GTC (as Annex 1 of ROO) and Natural gas allocation policy (as Annex 2 of ROO).
Article 2.	Article 2.32 – We assume that the FSRU Operator will be a subcontractor of the Operator for which the Operator will be fully responsible, and the Terminal User will not have any contractual relationship with the FSRU Operator.	Accepted	Yes. FSRU Operator and Operator of the LNG Terminal will enter into a contractual relationship, where FSRU Operator will represent a subcontractor of the LNG Terminal Operator. That contractual relationship will be reciprocal with the contractual relationship between the Terminal User and the Operator of the LNG Terminal (knock-for-knock). Therefore, the Terminal User will have no contractual relationship with the FSRU Operator.
Article 2.	Article 2.26 and 2.27 – These definitions are too broad. They should only cover those entities that are engaged in dealings between the Terminal User and the Operator.	Accepted	Proposed amendments were done as per comment received in a way that they clearly address entities that are engaged in dealings between the Terminal User and the Operator.
Article 2.	Article 2.54 – It needs to be made clear in the documentation that any changes in the Liquefied Natural Gas Quality Specification and Technical Characteristics of the Terminal introduced after the allocation of capacities should not be allowed, unless the Terminal Users are allowed to terminate their capacity bookings.	Accepted	This is included in Article 58 as a new paragraph 2 in which we have additionally elaborated that if changes in the Liquefied Natural Gas Quality Specification are introduced after the allocation of capacities, Terminal Users will have the right to terminate their capacity bookings. It was additionally added as well in Article 41 in GTC as one of the reasons for TUA termination.
Article 2.	Article 2.56 - Pilot Boarding Station should be replaced with term: means the pilot boarding station or other customary waiting area or the area where the pilot boards the LNG Ship. A lot of ports have heavy traffic and if there is a delay in the terminal (outside vessel control) the vessel maybe not allowed to pilot boarding station for safety reasons unless it proceeds to berth therefore vessel is allowed to go to anchorage for waiting and should be allowed to tender NOR from this safe location and not forced to go to pilot boarding station itself. This is customary in cargo shipping.	Accepted	The definition is amended as suggested

Article 2.	Article 2.60 – It needs to be made clear in the documentation that any changes in the Liquefied Natural Gas Quality Specification and Technical Characteristics of the Terminal introduced after the allocation of capacities should not be allowed, unless the Terminal Users are allowed to terminate their capacity bookings.	Accepted	This is included in Article 3 as a new paragraph 6 in which we have additionally elaborated that if changes in the Technical Characteristics of the Terminal are introduced after the allocation of capacities, Terminal Users will have the right to terminate their capacity bookings. It was additionally added as well in Article 41 in GTC as one of the reasons for TUA termination.
Article 2.	Other definitions: We believe that the definition of Reasonable and Prudent Operator should be reintroduced and used in the documentation to define a standard of care of that entity.	Accepted	Comment is accepted, and the definition is added accordingly.
Article 2.	Since the definition of Damages is no longer used, it should be clear in the documentation that damages cover only direct and reasonable damages but exclude loss of profits.	Accepted	In order to make it clear, definition is added accordingly.
Article 2.	As the ROO introduces a definition of Affiliate, we believe that the definition of Control should be reinstated.	Accepted	Comment is accepted, and the definition is added accordingly.
Article 3.	Article 3.5 – No material changes to the Terminal's Technical Characteristics should be introduced after the capacities are allocated. In the event of any changes, the Terminal Users should be entitled to cancel/terminate their reservations.	Accepted	It is additionally added in Article 3 as new paragraph 6 as per comment received. If Technical Characteristics of the Terminal happen to change significantly and affect the security and profits of the Terminal Users, they will have a possibility of canceling/terminating their reservations.
Article 4.	Stavak 2: Predlažemo ostaviti samo višu silu. Okolnosti izvan kontrole ili odgovornosti su preneodređeni pojmovi. Isto vrijedi i za članak 8.	Prihvaćeno	Komentar je prihvaćen na način da su se okolnosti izvan kontrole ili odgovornosti operatora definirale na način da iste podrazumijevaju nemogućnost povezivanja na transportni sustav.
Article 4.	Article 4.2 - This clause needs to specify in detail which circumstances may allow the Operator to change the construction deadlines. The current wording seems to be too general and vague.	Accepted	Comment is accepted, and the provision is amended accordingly, meaning that those conditions are inability of the operator to connect to the transmission system.
Article 5.			
Article 6.			

Article 7.	The Operator has to enter into a separate agreement with the Transmission System Operator in order to ensure that the regasification capacity offered will be linked with the available transmission capacity. Such agreement needs to guarantee, among other things, that the Terminal Users who have regasification capacities will be allocated the same volumes of transmission capacities by the TSO in order to avoid any possible overlaps.	Accepted	This is additionally addressed in Article 7, paragraph 4 in which agreement between terminal operator and transmission system operator is envisaged.
Article 8.	Article 8.1 - This clause needs to specify in detail which limiting factors may release the Operator from the obligation to provide the LNG Regasification Services. The current wording seems to be too general and vague. It must be clear for the Terminal User what constitutes the non-performance of the Operator's obligations, provided that there are no limiting factors outside the Operator's control.	Accepted	Comment is accepted, and the provision in paragraph 2, Article 8 was amended accordingly.
Article 9.			
Article 10.			
Article 11.	Stavak 3 – Budući da se ugovor o zajedničkom korištenju terminala potpisuje s operatorom terminala i zajedničkim korisnicima izmijenit prema niže navedenom prijedlogu. Prijedlog „…i ugovor o zajedničkom korištenju terminala za UPP s operatorom terminala za UPP i svim zajedničkim korisnicima terminala."	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 12.	Stavak 4 – Predlažemo definirati i minimalno razdoblje roka za podnošenje zahtjeva. „..pri čemu rok ne može biti duži od 30 dana, a kraći od XXX"	Prihvaćeno	Ispravljeno sukladno komentaru na način da se odredilo minimalno razdoblje roka za podnošenje zahtjeva od 15 dana.
Article 12.	U stavku 3. se omaškom poziva na stavak 1 umjesto na stavak 2.	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 13.			
Article 14.			

Article 15.	Article 15.4. Why does the applicant who books more gas years enjoy priority over the applicant who books more aggregated volumes, but in the period of less gas years? It can happen that a shorter term booker's overall capacity request might be higher than a longer term booker's.	Accepted	Article 15, paragraph 4 was amended according to the comment received in a way that the priority will be given to the aggregated volumes.
Article 16.	Stavak 5 – molimo Vas da se u tekstu doda i opomena (podsjetnik) koju će slati operator prije krajnjeg roka 15. srpnja.	Nije prihvaćeno	Obavijest je predviđena u stavku 2. predmetnog članka te je nakon dodatnih konzultacija s potencijalnim korisnicima terminala ustanovljeno da podsjetnik nije potrebno dodatno predvidjeti u stavku 5. predmetnog članka.
Article 17.			
Article 18.			
Article 19.			
Article 20.			
Article 21.	The "Use-It-or-Lose-It" rule to be provided in order to facilitate efficient capacity use and in order to avoid potential capacity hoarding. Not only the Terminal Users, but the Operator itself also needs to be entitled to offer unused booked capacities on a secondary market by transferring them to other (interested) Terminal Users.	Accepted	The "Use-It-or-Lose-It" rule will be enabled in the ROO in order to facilitate efficient capacity use and in order to avoid potential capacity hoarding. After the Annual Service Schedule is approved and certain Terminal User does not intend to use the LNG Regasification Capacities in that Gas Year and if there is Capacity hoarding, it will be allowed to apply "Use-It-or-Lose-It" rule. This was elaborated in Article 15 in which we have included new paragraphs 5 – 12 in order to address it.
Article 22.			
Article 23.			
Article 24.			

Article 25.	Article 25.1 – It must be clear from this clause that once approved, the Annual Service Schedules should not be amended, except for limited/extraordinary circumstances outside of the Operator's control.	Accepted	It was additionally clarified in new paragraph 10, Article 25. Any changes in the Approved Annual Service Schedule are possible only and exclusively if the change does not affect in any way the Schedules of other Terminal Users. If it does, it is necessary that all the other Terminal Users give their written approval, otherwise the change that a certain Terminal User is requiring, will not be approved from the Operator. This way, none of the Terminal Users is bearing any risk in terms of their Schedules.
Article 26.	Article 26.4 – It must be an obligation of the Operator to purchase and maintain the LNG Heel.	Accepted	The Operator accepts the responsibility of maintaining the LNG necessary for the Heel maintenance in the periods where services schedules don't allow it, and this is elaborated in detail in Article 38. Moreover, Article 26, paragraph 4 was amended accordingly.
Article 27.			
Article 28.			
Article 29.			
Article 30.			
Article 31.	Molimo jasnije propisati stavak 8.	Prihvaćeno	Odredba je izmijenjena sukladno komentaru.
Article 32.	Stavak 1 – Kakav je dokaz valjanosti ugovora s dobavljačem potrebno dostaviti?	Prihvaćeno	Dokaz valjanosti je određen na način koji propisuje da je to dokaz iz kojega se nedvosmisleno može utvrditi da korisnik terminala za UPP ima valjane ugovore o kupoprodaji UPP-a s dobavljačem UPP- a te da je ugovorio dopremu dostatnih količina UPP-a.
Article 33.			
Article 34.			
Article 35.			
Article 36.			

Article 37.			
Article 38.	Stavak 8 – molimo da se ispravno opiše cijena po kojoj će se određivati trošak iz stavka 7. jer postoji više načina da se dopremi plin iz Austrije do Hrvatske. *„…dužan je podmiriti trošak iz stavka 7. ovog članka po cijeni koja se određuje prema cijeni za dan isporuke objavljene na internetskoj stranici plinskog čvorišta u Austriji (CEGH) u koloni VWAP/CEGHIX izražene u EUR/MWh uvećanu za cijenu troška transporta dnevnih proizvoda kapaciteta transportnog sustava do virtualne točke trgovanja u Republici Hrvatskoj.“* Prijedlog *„…dužan je podmiriti trošak iz stavka 7. ovog članka po cijeni koja se određuje prema cijeni za dan isporuke objavljene na internetskoj stranici plinskog čvorišta u Austriji (CEGH) u koloni VWAP/CEGHIX izražene u EUR/MWh GCV uvećanu za najnižu cijenu troška transporta dnevnih proizvoda kapaciteta transportnog sustava od plinskog čvorišta u Austrije do virtualne točke trgovanja u Republici Hrvatskoj.*	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 39.	Točka 5 – molimo izbrisati „ procjenom“ „ …~~procjenom~~ stvarno uplinjenog UPP-a tijekom razdoblja uplinjavanja UPP-a,..“	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 40.			
Article 41.			

Article 42.	Stavak 3 *„Zajednički korisnici terminala za UPP dogovaraju žele li operatoru terminala za UPP dostaviti sredstvo osiguranja plaćanja za osiguranje potraživanja sukladno stavku 2. ovog članka te u slučaju kada dostavljaju sredstvo osiguranja plaćanja, dogovaraju vrstu i iznos, osim ako ugovorom o zajedničkom korištenju terminala za UPP nije propisano drugačije.“* – Budući da će se sredstvo osiguranja plaćanja određivati u JTUA predlažemo izmjenu. *„Pravila vezana uz vrstu, iznos, dostavu i aktivaciju sredstva osiguranja plaćanja iz stavka 2. ovog članka propisana su u Ugovoru o zajedničkom korištenju terminala za UPP.*	Prihvaćeno	Ispravljeno sukladno komentaru.

Article 42.	Kako bi se razjasnila situacija što se događa ako zajednički korisnici ne postignu dogovor u JTUA predlažemo izmijeniti članak 42, te svakako izbrisati stavak 18: <u>Izmjene nakon stavka 3:</u> *(4) U slučaju kada zajednički korisnici terminala za UPP nisu uspjeli postići zajednički dogovor o sredstvima osiguranja plaćanja iz stavka 2. ovog članka ili jedan korisnik nije suglasan s odlukom ostalih zajedničkih korisnika, o istome su dužni obavijestiti operatora terminala za UPP i to najkasnije do 30 dana prije početka naredne plinske godine.* *(5) Operator terminala za UPP će u slučaju zaprimanja obavijesti iz stavka 4. ovog članka, korisnicima terminala ili korisniku terminala koji nije suglasan s odlukom drugih zajedničkih korisnika, ovisno o događaju opisanom u zahtjevu, dostaviti zahtjev za dostavu sredstva osiguranja plaćanja u obliku bankarske garancije na iznos od XXXXXX sa sadržajem koji je prihvatljiv operatoru terminala za UPP, a sve u svrhu osiguranja obveza i naknade štete iz stavka 2 ovog članka.* *(6) Zajednički korisnici terminala za UPP dužni su, odnosno korisnik terminala koji nije suglasan s odlukom drugih zajedničkih korisnika, operatoru terminala za UPP dostaviti bankovnu garanciju iz stavka 5. ovog članka najkasnije 15 dana od zaprimanja zahtjeva operatora terminala za UPP, koju operator dostavlja najkasnije 30 dana prije početka ugovornog razdoblja.* *(7) Bankovna garancije iz stavka 5. ovog članka mora važiti za cijelo razdoblje plinske godine, a najmanje do vremena dolaska zadnjeg broda za prijevoz UPP-a u skladu s odobrenim godišnjim rasporedom usluga.* *(8) Zajednički korisnik terminala za UPP koji je odgovoran za propust nedolaska broda za prijevoz UPP-a dužan je obavijestiti operatora terminala za UPP o takvom propusti najkasnije sedam dana prije planiranog dolaska broda. Operator terminala za UPP odmah po zaprimanju obavijesti istu prosljeđuje svim zajedničkim korisnicima terminala za UPP na koje takav propust utječe.*	Prihvaćeno.	Ispravljeno sukladno komentaru.

Article 42.	*(9) Operator terminala za UPP će u slučaju propusta nedolaska broda za UPP-a, aktivirati bankovnu garanciju onog zajedničkog korisnika terminala za UPP koji je odgovoran za takav propust te u mjeri određenoj ugovorom o zajedničkom korištenju terminala za UPP, svim zajedničkim korisnicima terminala za UPP, isključujući zajedničkog korisnika terminala za UPP koji je odgovoran za propust nedolaska broda za prijevoz, isplatiti financijsku štetu nastalu zbog takvog propusta.* *(10) U svakom slučaju, prije aktiviranja bankarske garancije iz stavka 9. ovoga članka, zajednički korisnici terminala za UPP mogu obavijesti operatora terminala za UPP da su postigli dogovor u slučaju nedolaska broda za prijevoz UPP-a i propusta vraćanja povratne količine UPP.* *(11) Korisnik terminala za UPP koji je odgovaran za propust nedolaska broda za UPP dužan je nadoknaditi sve dodatne troškove štete koja je nastala korisniku terminala za UPP zbog propusta, a koji nisu bili podmireni bankovnom garancijom iz stavka 9. ovog članka.* *(12) U slučaju kada se bankarska garancija iskoristi ili iz drugog razloga treba uskladiti iznos bankarske garancije, kao i u slučaju kad je potrebno uskladiti rok važenja bankarske garancije, a sve kako bi bankarska garancija bila sukladna ovim Pravilima i ugovoru o zajedničkom korištenju terminala za UPP, korisnik terminala za UPP mora dostaviti novu ili izmijeniti dostavljenu bankarsku garanciju, najkasnije u roku od 15 dana od nastanka događaja koji je povod za dostavu nove ili izmijenjene bankarske garancije.*		

Article 42.	Mislimo da Usluga nabave zamjenskog plina zbog propusta jednog od zajedničkih korisnika ne bi kvalitetno pridonijela rješavanju problema zbog: (1) Korisnici terminala su ili opskrbljivači ili trgovci i trebali bi imati veću pregovaračku moć nego Operator terminala (2) Korisnici (koji nisu doveli do problema) bi zapravo ili kaznjeni s dodatnim troškom izdavanja instrumenta osiguranja za nabavu zamjenskog plina (3) Kao dodatnu opciju mogla bi se dodati opcija da operator terminala vrši dužnost agenta aukcije za nabavu dodatnog plina/ UPP-a na koji bi se javljali korisnici terminala (dostava ili terminal ili VTT) i gdje bi Operator odabrao ponudu koja je najpovoljnija. Zbog navedenog predlažemo brisati stavke 5,6,7,8,9,10	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 43.			
Article 44.	Article 44.1 – The ROO needs to specify in more detail what international standards will have to be complied with by the LNG Carriers.	Accepted	Comment accepted, and standards are defined accordingly.
Article 44.	Article 44.5 - The 60-day approval process which - especially spot suppliers may find – is quite lengthy and yields uncertainty if LNG carrier is acceptable.	Accepted	The 60-day period is the deadline up to which Terminal Users have to submit the completed form of the LNG Carrier approval request, the approval process itself is quite prompt and it will last up to 5 days maximum. Since this was not clear from the initial provision, it was redefined as per comment received and 5 days for approval was defined in paragraph 6.
Article 44.	Article 44.7 - Why would repeat the approval process if for example the ship's name change but nothing else (name change is not uncommon, and the vessel is identifiable by its IMO number). One would expect not a repetition of the whole 60-day process but an expedited relevant checks of changed information.	Accepted	Since the Operator will poses a register of LNG Carriers, slight changes regarding a previously approved LNG Carrier will not last long. It will not take 60 days to approve the Carrier. We believe that there was a misunderstanding regarding the 60-day period that is dedicated for the submission of completed form of the LNG Carrier approval request not for the approval itself. In order to make it clear the provision was amended.

Article 44.	Article 44.8 – The reference to specific guarantees and additional conditions is too broad. The ROO needs to specify clearly and exhaustively such guarantees and additional conditions. Do the additional inspections come with a cost? How much are these costs and who bears the cost and when would these be communicated to terminal user?	Accepted	In order to make it clear since we agree that ROO needs to be clear, this paragraph was erased.
Article 44.	Article 44.10 – The Operator needs to enter into a separate terminal use agreement with the LNG Carrier so that it may have direct claims towards such LNG Carriers.	Not accepted	Terminal Operator cannot enter into agreements with LNG carriers since its regulated services are not including this kind of services. It is a standard business practice for the Terminal User and LNG Carrier to enter into an agreement. All the claims towards the LNG Carrier are the subject of his agreement with the Terminal User. Operator will have no possession over LNG or natural gas, so he cannot bear responsibility for non-delivery or any hazard that can potentially happen before the discharge of LNG into the Terminal.
Article 45.			
Article 46.	You inserted the word “estimated” and hopefully that would also extend to cargo volume to be discharged (EDQ).	Explained	This article only refers to estimated time, not cargo volume. Time delivery of the Cargo is estimated (ETA), and Cargo volume must be correct due to the capacity of the tank at the Terminal. It implies that certain amount of BOG is inevitable during the transportation, but those amounts are not significant and are part of the Cargo volume.
Article 47.			
Article 48.	Article 48.1-4 - Normally tendering of the NOR for the vessel should be without subjects outside his control. What if for a “third party” or whoever it does not grant permission? It at least it would be rephrased subject to X,Y, Z approvals not unreasonably withheld or delayed, but better without subjects.	Partially accepted	Since permissions are defined by the maritime law, it was accepted in the way that required permissions are linked to the Croatian laws based on which they need to be issued. The entrance of LNG carrier will not be allowed from the Port authority/Harbor Master Office if conditions are not fulfilled. The Port authority/Harbor Master Office is an official institution carrying out the surveillance of navigation within the territorial waters under the jurisdiction of Republic of Croatia.
Article 48.	Article 48.7 - Mentions of contradictions, technical parameters, etc. seem double dipping as this should come clear at the Ship Shore compatibility and nomination approval process above mentioned. If the terminal approved the vessel, then there should not be a rejection on the day unless the vessel side has mislead the terminal during the approval process.	Accepted	In order to make it clear, the wording of the article was revised.

Article 49.			
Article 50.	Article 50.1 - Allowed laytime of 50 hours is unacceptably long for a 150k cargo - even for an FSRU! The industry standard is 24-30 hours, so it is a must item that the allowed laytime gets reduced to this level.	Accepted	Comment is accepted and Allowed Laytime has been aligned with the standard industry practice. Allowed Laytime is reduced to 30 hours.
Article 50.	Article 50.2 - These extensions make little sense, if we understand well, they are now including reasons attributed to Operator (1,2), delay due to Technical Conditions of the Terminal (4) and reduced rare solely attributed to the terminal (6? It is not acceptable, as according to industry standard this is on the contrary - allowed laytime is an extension due to things that are outside the Terminal's control or due to causes on ship's part. Demurrage should be paid by the Operator to Terminal User for exceeding the allowed laytime.	Accepted	Paragraph 2 was changed accordingly and points 1. And 2. Were erased. When it comes to demurrage, if demurrage happens due to any reason attributable to the Operator or to the Operator's Indemnified Party (e.g. delays due to the Technical Conditions of the Terminal), the Operator will refund the demurrage cost to the Terminal User and this is elaborated in Article 26. In GTC.
Article 50.	Article 50.3.2 - Usually start of the allowed/used laytime starts six (6) hours after the time when the Arrival Window starts, so aligned with NOR + 6 hrs.	Accepted	Comment accepted, and provision aligned appropriately.
Article 50.	Article 50.3.4 End of used laytime is not consistent wording, unconventional formulation of ending the laytime: "…regarding Duly Confirmed Cargo" which includes regasification and FSRU heel? .	Accepted	Comment accepted, and provision aligned appropriately.
Article 51.			
Article 52.			

Article 53.	Article 50.3.2 - This section is inconsistent, unmooring is definitely after completion of discharge and maybe before or after the allowed laytime, which may be attributed to Terminal also (in case Terminal is on demurrage). So absolutely not clear what is the reason a fee would be imposed for.	Accepted	We believe that your comment was implied to Article 53.2 which prescribes the departure of LNG Carrier from the Terminal which can happen before or after the Allowed Laytime. LNG discharge can happen before or after the Allowed Laytime, depending on the circumstances at the given moment. If it happens after the Allowed Laytime, unmooring will be the relevant moment for fee calculation. As previously mentioned, possible demurrage fee that happens due to the fault of the Operator, will be refunded by the Operator to the Terminal User. Other possible reasons that are in the hands of the Terminal User, that led to surpassing of the Allowed Laytime and caused demurrage fee, will be charged to the Terminal User. There is a chance that the current wording is not describing the above situation clearly which leads into a misunderstanding, so it is amended appropriately.
Article 54.			
Article 55.	Article 55.2 – This clause needs to refer to circumstances for which the Operator is not liable, as contractually the Operator may also be liable for circumstances outside its control.	Accepted	It was amended as suggested.
Article 56.			
Article 57.			
Article 58.	It is the Operator that is responsible for the quality of the regasified LNG. The Terminal User is responsible for the quality of the LNG. The Operator should be entitled to refuse to receive LNG that does not satisfy the LNG Quality Specifications; however, such right should be limited as long as treatment/blending of such LNG is possible.	Explained	According to the article 59., the Operator is obliged to refuse the Cargo that does not satisfy the Quality Specifications stipulated in the article 58. That obligation would be limited in case that Terminal would have the possibility of treatment or blending the LNG to bring it’s specifications to acceptable levels, but that possibility will not be available due to the Technical Characteristics of the Terminal.
Article 58.	Article 58.3 – Reference to “materially consistent” should be deleted. The Operator's obligation should not be subject to any qualifications.	Accepted	It is defined in article 59 where we introduced paragraph 1 in which we have prescribed obligation of terminal operator as suggested.

Article 58.	Article 58.3 – This clause needs to clearly state that it is the Operator that is responsible towards the other Terminal Users that only LNG compatible with the LNG Quality Specification will be accepted to the Terminal. Currently, the clause may have interpreted in such a way that the Terminal Users will not be able to claim damages from the Operator if their cargo is mixed with off-spec LNG.	Accepted	The Operator shall accept the Cargo only if the LNG is compatible with the LNG Quality Specification and the Operator is responsible for the physically stored LNG at the Terminal. Wording may be misunderstood, so it is amended appropriately in article 58.
Article 58.	Article 58.4 – This clause needs to make it clear that the LNG delivered to the Terminal must always comply with the required LNG Quality Specification.	Accepted	It was amended accordingly. The Operator shall accept the Cargo only if the LNG is compatible with the LNG Quality Specification.
Article 59.	It is not clear based on what you declare off-specification cargo as you say that you can reject the cargo already after receiving the LNG carrier nomination	Accepted	Article was amended accordingly.
Article 59.	The Operator should not only have a right, but also an obligation to stop LNG discharge in the case of the Off-Spec LNG.	Accepted	It was amended accordingly. It is the Operator's obligation to stop the discharge if LNG does not meet the Quality Specification.
Article 59.	A cap on liability must be introduced. It is a market standard in LNG trading that the seller's liability for off-spec is always limited to a certain agreed cap. As a result, the Terminal Users' liability towards the Operator should also be limited.	Accepted	It was introduced accordingly in new paragraph 7 and additionally in GTC.
Article 60.	Article 60.2. - You give the terminal right to forecast the cargo, but what if your model is conservative and you wrongfully reject the cargo – who will compensate the supplier? This can lead to serious damage. There is no apparent consequence description of what happens if you project an off-spec cargo and whom it does belong to if it is commingled.	Accepted	In order to make it clear, the wording was amended accordingly. The attention of this provision is to give an option to the terminal users to acquire forecast changes in the LNG quality stored in the Terminal. The calculation is for the purpose of forecasting when the stored LNG will go of-spec. Calculation model will not be conservative, but accordant to the standard practices of LNG Terminals. This article doesn't refer to the Cargo in the LNG carrier.
Article 61.	Article 61.4 - This needs to be removed. Surveyor is not party to this TUA therefore should not have obligations put on without formal review, our work governed by a service agreement with our clients. Surveyors would not carry actions outside their scope of work or terms of condition. Usually surveyors would be appointed as an independent inspector on behalf of several parties not just one.	Accepted	Comment accepted, and provision aligned appropriately. Surveyor is appointed as an independent inspector and conducts activities only as specified in article 61. and 62. In order to make it clear, the wording was amended accordingly in article 61. and 62.

Article 61.	Article 61.5 - Technically speaking Surveyor does not "approve" measurement results. Surveyors come and observe the discharge, measurement and testing/analysis with qualified personnel and calculate energy delivered based on methodology provided.	Accepted	The wording was amended accordingly.
Article 62.	Article 62.3 – It's unclear what is meant by "recalculation". Measurements are taken, the equipment and measurements, test are either in compliance with ISO 10976 or other standards or not.	Accepted	Comment accepted, and the wording was amended. The current wording led to a misunderstanding. The intention was to state that the Terminal User shall ensure that the LNG loaded to the LNG carrier is measured in accordance with mentioned standard. Also, wording was amended to be clear that all equipment installed on the Terminal should be certified according to the international ISO standard and measurement should be conducted according to the ISO standards as well.
Article 62.	Article 62.5 – International conventional trades on gross heating value basis, so lower heating value has to be changed to higher heating value.	Accepted	Comment is accepted. Formula is written in two versions, one for the Terminal Users outside Croatia using the higher heating value, and other version for the Terminal Users in Croatia including the lower heating value since the lower heating value is official in Croatia.
Article 62.	Article 62.5 – Details and components of the formula for LNG calculations are not enough! What are the reference conditions for measurement (m^3, kWh)? What is the density? These must be included into the formula.	Accepted	Comment is accepted, and provision aligned appropriately. Calculation will be conducted in net heating value and gross heating value and in accordance with the following references condition for measurement: - net heating value: at the pressure 1.01325 bar, at temperature 15°C/15°C - gross heating value: at the pressure 1.01325 bar, at temperature 25°C/0°C
Article 62.	Article 62.7 - The report shall be verified by independent surveyor	Accepted	Comment accepted, and the wording was amended and it was additional addressed in paragraph 2, Article 63.
Article 63.	Article 63.7 - Sampling system to be compliant with ISO 8943	Accepted	Comment is accepted, and provision aligned appropriately.
Article 64.	The cromatograph should be calibrated with standard gas traceable to international standards and similar in composition	Accepted	Comment is accepted, and provision aligned appropriately.

Article 65.	As you they have CP/FP cylinders sampling system, one would expect that if on-line GC is the primary method – it is fails, then the CP/FP cylinders are analysed and only if this is also failing to produce representative results then failure procedures such as 65 (2) would apply.	Accepted	Comment is accepted, and wording aligned appropriately.
Article 66.			
Article 67.	It needs to be made clear in this clause that the fees for the use of the Terminal during the Maintenance will be reduced accordingly so that the Terminal Users do not pay for capacity that is not available to them.	Accepted	It is described in the scheduling process that the regular and planned Maintenance works on the Terminal will be envisaged so that Terminal Users can plan their schedule accordingly. That implies that they will not be charged for the service they are not getting. On the other side, unexpected Maintenance works cannot be planned and therefore the fee will be reduced accordingly. It was additionally amended in order to make it clear. Additionally, new paragraph 4 was introduced in order to address that in case of unplanned maintenance (which is not within the window of allowable 7 days) fees for the use of the Terminal during maintenance will be reduced.
Article 67.	Please also note that the Terminal User must be sure of the total duration (days) of the planned Maintenance works in every Gas Year. The ROO needs to specify the maximum number of such days taking into consideration the maintenance cycles of the Terminal.	Accepted	It is stated in the ROO that the planned Maintenance works last to a maximum of 7 days yearly and the Operator indicates those days on time so that Terminal users can plan their Annual and Monthly Service Schedules Accordingly. This is now clarified in Article 67, paragraph 1, point 1 and 2.
Article 67.	Article 67.(1).2 – The Terminal User needs to be notified 120 calendar days in advance, and not 60 calendar days.	Partially accepted	Since the planned Maintenance works have been determined and in duration that is shorter than 7 days according to this Article, additional days (up to 7 cumulatively) have not been planned but the need for them emerged eventually, it was added that only if this kind of work will not affect Terminal User when it comes to services required, the Operator shall announce it 60 days in advance.
Article 67.	Article 67.(4) – Please note that the liability of the Operator for unplanned Maintenance needs to cover damages, and not direct losses only.	Accepted	It was introduced as per comment received in new paragraph 6 in order to address liability in case of unplanned maintenance (which is not within the window of allowable 7 days).
Article 67.	Article 67.(6) – This clause needs to be deleted. All technical requirements need to be specified in the ROO before the allocation of capacities.	Accepted	The clause was deleted as per comment received. All technical requirements will be specified in the ROO before the allocation of capacities. If Technical Characteristics of the Terminal happen to change significantly due to the Maintenance works and affect the security and profits of the Terminal Users, they will have a possibility of canceling/terminating their reservations.

Article 68.	It needs to be made clear in this clause that it is the Operator that covers the damages/costs incurred by the Terminal Users as a result of the mandatory emptying of tanks. Such costs need to be reimbursed to the Operator by the Terminal User that is responsible for the situation in question.	Not accepted	Terminal User that caused mandatory emptying of tanks needs to cover damages/costs to the other Terminal Users and/or Terminal Operator in line with the ROO, TUA and JTUA. Since all Terminal Users need to give certain guarantees this should not be a problem.
Article 68.	Article 68.10 – Proportional liability of all Terminal Users is not acceptable. It is the Operator's risk and the Operator needs to cover such costs.	Accepted	After considering all possible outcomes, this situation is not possible, and this paragraph was deleted accordingly.
Article 69.	The Operator has to pay damages to the Terminal User affected by such change and such claim for the reimbursement of such costs by the Terminal User that is responsible for the situation in question.	Accepted	Comment is accepted, and provision aligned appropriately.
Article 70.	Article 70.4 – For the avoidance of doubt, a provision should be added that if the limitation or suspension results from reasons attributable to the Operator, the Operator will be liable for such limitation or suspension.	Accepted	Comment is accepted, and provision aligned appropriately.
Article 71.			
Article 72.	Što se misli pod posljedičnim gubicima?	Prihvaćeno	Prihvaćeno na način da je terminologija posljedični gubitak brisana dok su štete definirane u definicijama.
Article 72.	This knock-for-knock clause has too broad a scope of applicability. Our preference would be to rely on a standard liability for damages concept, and certain liability caps also need to be introduced.	Partially accepted	In order to make it clear it was introduced as per comment received in GTC since the Article is referring to the conditions in Annex 1 (GTC) and GTC are integral part of ROO.
Article 73.	Što se misli pod posljedičnim gubicima?	Prihvaćeno	Prihvaćeno na način da je terminologija posljedični gubitak brisana dok su štete definirane u definicijama.
Article 73.	This knock-for-knock clause has too broad a scope of applicability. Our preference would be to rely on a standard liability for damages concept, and certain liability caps also need to be introduced.	Partially accepted	In order to make it clear it was introduced as per comment received in GTC since the Article is referring to the conditions in Annex 1 (GTC) and GTC are integral part of ROO.
Article 73.			
Article 74.			

Article 75.			
Article 76.			
Article 77.			
Article 78.			
Article 79.	Material changes to the ROO should allow the Terminal Users to terminate the TUA.	Accepted	In order to address this, we have incorporated stability of the TUA provisions clause in new Article 46 in GTC.

ANNEX I. GENERAL TERMS AND CONDITIONS			
Article 1.			
Article 2.			
Article 3.	Article 3.1 - In the event of any conflict between any of the provisions of the GTC and the ROO, the provisions of the GTC shall prevail. In the event of a conflict between any of the provisions of the GTC and/or the ROO and the provisions of the TUA, the provisions of the TUA shall prevail.	Accepted	Yes. In the event of any conflict, Terminal Use Agreement is superior related to ROO and GTC, meaning that TUA prevails. When it comes to ROO and GTC, GTC are part of ROO and thus their provisions are mutually aligned. In order to make this clear, we have introduced new paragraph 2 in Article 1 of ROO in which we have elaborated that integral part of ROO are GTC (as Annex 1 of ROO) and Natural gas allocation policy (as Annex 2 of ROO).
Article 4.			
Article 5.			
Article 6.			
Article 7.			
Article 8.			
Article 9.	The GTC must provide for the protection of the Terminal User from an increase of tariff charges. Changes should be introduced not more than once a year and the Terminal User should be entitled to terminate the TUA if price increases exceed certain pre-agreed levels.	Accepted	New paragraph 5 was introduced in order to address protection of the Terminal User from an increase of tariff charges.
Article 10.	The GTC must provide for the protection of the Terminal User from an increase of tariff charges. Changes should be introduced not more than once a year and the Terminal User should be entitled to terminate the TUA if price increases exceed certain pre-agreed levels.	Accepted	New paragraph 3 was introduced in order to address protection of the Terminal User from an increase of tariff charges.

Article 10.	In the case of the Parties' failure to agree on new prices after deregulation, the Terminal User must be entitled to choose whether it intends to terminate the TUA or initiate a dispute resolution procedure.	Accepted	It is addressed in new Article 46.
Article 11.			
Article 12.			
Article 13.	Stavak 3.: Nije predviđeno kako se postupa ako se ne primi odgovor od operatora. Predlažemo dodati "ili proteka roka za davanje odgovora".	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 13.	Stavak 5: Smatramo da ne bi trebalo Općim uvjetima predviđati tijek zakonskih zateznih kamata. Predlažemo brisanje.	Nije prihvaćeno	Predmetno je propisano u skladu s propisma RH.
Article 13.	This clause needs to make it clear whether the Notice of Discrepancy suspends the invoice payment obligation.	Accepted	It is clarified in the new paragraph 6 since the Notice of Discrepancy does not suspend payment obligation.
Article 14.	Article 14.2 – This clause is too broad and is ambiguous. It needs to be clear that the Terminal User covers the costs and expenses only with respect to the services of third parties that it will contract for.	Accepted	Comment is accepted, and provision aligned appropriately.
Article 15.	Article 15.1 – The article says "credit support shall be valid and in force for the whole period from the Effective Date of the TUA as defined in the TUA, until the later of 60 days after the expiry of the Terminal Use Agreement. Period or after the fulfilment of all obligations by the Terminal User, in the case of termination of the Terminal Use Agreement (hereinafter: credit support period)." This seems to be contradictory to Articles 16-19 which say that the guarantee shall be valid at least for 1 gas year and can be renewed from time to time in each year during the credit support period. (and even shows inconsistency to the previously published rules, which also confirmed the 1 year duration). Please rephrase Article 15 accordingly (e.g.: *during the entire credit support period the Terminal User shall grant credit support but that period can be covered by several credit supports*… or something like that)	Accepted	Comment is accepted, and provision aligned appropriately. We have added new paragraph 3. In order to clarify situations for credit support in long term contracts in a way that is clear how and when credit support needs to be submitted related to the capacity booking in open season process.

Article 16.	Predlažemo dopunu članka na način da se propiše rok za dostavu sredstva osiguranja plaćanja od strane Korisnika terminala za UPP najkasnije 15 dana prije početka ugovornog razdoblja. Navedeni rok je uobičajena poslovna praksa prilikom sklapanja ugovora o korištenju između operatora i korisnika na tržištu plina. Ujedno predlažemo izmjenu stavka 3. na način da dostavljeno osiguranje plaćanja, u slučaju godišnjeg postupka, iznosu odgovara 30% ukupne naknade za korištenje terminala za UPP uvećano za PDV. Novčani depozit ili bankovna garancija u iznosu 100% ukupne naknade uvećane za PDV smatramo previsokim iznosom sredstva osiguranja plaćanja koje će financijski previše opteretiti korisnike terminala za UPP. Također smatramo da će operator terminala za UPP biti financijski zaštićen u slučaju da prihvatite ovaj prijedlog izmjena.	Djelomično prihvaćeno	Predmetno je prihvaćeno na način da se sredstvo osiguranja koje je potrebno dostaviti po provedenom postupku dugoročnog zakupa kapaciteta dostavlja 6 mjeseci prije početka rada terminala u iznosu koji odgovara 50% ukupne naknade za korištenje terminala za UPP uvećano za PDV.
Article 16.	Stavak 2.,t. 2.: Da li se misli na institut korporativnog jamstva? Kako korisnik može dati korporativnu garanciju za sebe? Da li jednostrana garancija neograničenog iznosa u slučaju jamstva povezanog društva zadovoljava uvjete za ovršnu klauzulu?	Objašnjeno	Zadovoljava ukoliko su ispunjeni svi ostali uvjeti iz stavka 2. točke 2.
Article 16.	Stavak 2., t.3.: Smatramo da je previsoko određen iznos osiguranja plaćanja. Predlažemo da se odredi u visini od 30% ukupnih godišnjih naknada za korištenje terminala, što je sukladno praksi zakupa godišnjih kapaciteta na interkonekciji: *„.. dostaviti osiguranje plaćanja u iznosu koji odgovara **30%** ukupnih naknada za korištenje terminala za UPP uvećano za PDV (ako je PDV primjenjiv) za jednu plinsku godinu.“.*	Djelomično prihvaćeno	Predmetno je prihvaćeno na način da se sredstvo osiguranja dostavlja u iznosu koji odgovara 50% ukupne naknade za korištenje terminala za UPP uvećano za PDV.
Article 16.	Article 16 describes the amount of the guarantee in case of Annual Capacity Bookings, Article 17 describes the amount of the guarantee in case of Short-term Capacity Bookings, but it is not clear how should the amount of the guarantee calculated in case of Long-term Capacity Bookings. If you understand Long Term Capacity Booking under the term ‘Annual Capacity Booking’, then you should rename the term in the GTC as such.	Accepted	Comment is accepted, and provision aligned appropriately.

Article 16.	Article 16.4 – In March 2018 OTP Bank Hrvatska was confirmed for us in writing as acceptable bank. But OTP has a slightly lower rating compare to this, and OTP Hrvatska does not even has a rating. The document is still set for a higher level of credit rating. Our proposal is the following: (1) the minimum rating should be the bottom of the investment grade (which is BBB- or Baa3) (2) the rating should be binding for the parent bank of the issuer (e.g. OTP Hrvatska => parent: OTP => rating OK) We assume that this it the same with many other banks in Croatia e.g. Erste, Raiffeisen, Commerz, UniCredit …	Accepted	Ratings were removed accordingly, and it was defined that the bank should be acceptable to the operator.
Article 17.	Article 16 describes the amount of the guarantee in case of Annual Capacity Bookings, Article 17 describes the amount of the guarantee in case of Short-term Capacity Bookings, but it is not clear how should the amount of the guarantee calculated in case of Long-term Capacity Bookings. If you understand Long Term Capacity Booking under the term 'Annual Capacity Booking', then you should rename the term in the GTC as such.	Accepted	Comment is accepted, and provision aligned appropriately.
Article 18.			
Article 19.			
Article 20.			
Article 21.	This knock-for-knock clause has too broad a scope of applicability. Our preference would be to rely on a standard liability for damages concept and introduce the appropriate liability cap.	Not accepted	As per previous comment scope of applicability was specified as much as possible with the limitations of liability in the event of gross negligence or willful misconduct. The current provision is a standard fault-based indemnity clause for third party claims, which is drafted in the manner so that it is aligned with the FSRU Delivery contract and Operation and Maintenance Contract.
Article 22.	This knock-for-knock clause has too broad a scope of applicability. Our preference would be to rely on a standard liability for damages concept and introduce the appropriate liability cap.	Not accepted	As per previous comment scope of applicability was specified as much as possible with the limitations of liability in the event of gross negligence or willful misconduct. The current provision is a standard fault-based indemnity clause for third party claims, which is drafted in the manner so that it is aligned with the FSRU Delivery contract and Operation and Maintenance Contract.

Article 23.	We believe that the indemnity is too broad. Our preference is to apply standard principles of liability under applicable contract law. Our preference is to reinstate the deleted wording, as it provides for the required procedural details related to the indemnities granted.	Accepted	Comment is accepted, and provision aligned appropriately.
Article 24.	This knock-for-knock clause has too broad a scope of applicability. Our preference would be to rely on a standard liability for damages concept, and introduce the appropriate liability cap.	Not accepted	As per previous comment scope of applicability was specified as much as possible with the limitations of liability in the event of gross negligence or willful misconduct. The current provision is a standard fault-based indemnity clause for third party claims, which is drafted in the manner so that it is aligned with the FSRU Delivery contract and Operation and Maintenance Contract.
Article 25.	Article 25.2. – Liability caps proposed in the text are unacceptably low. Their increase should be considered to get an appropriate tariff: - Operator's daily liability must be increased to 500,000 (five hundred thousand) EUR/day. - Operator's annual liability must be increased to 20,000,000 (twenty million) EUR.	Partially accepted	Liability caps were increased accordingly when it comes to annual cap, while for daily cap they are aligned with planned daily revenues and Operation and Maintenance Contract.
Article 26.	There are references to Article 26 that has fixed value demurrage rates and talks about "Reload" with reference to Chapter IX which talks about discharge.	Accepted	Article is aligned accordingly.
Article 27.			
Article 28.			
Article 29.	Stavak 2: Smatramo da je ograničenje od 90 dana prekratko.	Prihvaćeno	Rok je povećan na 180 dana.
Article 29.	Stavak 5: Predlažemo jasnije specificirati na što se odnosi ugovorna kazna i njezino smanjenje.	Prihvaćeno	Ispravljeno sukladno komentaru na način da je odredba brisana.
Article 29.	Our preference is to introduce the following wording: *"A Party shall indemnify for any direct losses incurred by the other Party in the event that any unplanned maintenance services are required due to the fault of such Party, except in the event the unplanned maintenance service is required due to a Force Majeure event."*.	Accepted	Comment is accepted, and Article is aligned accordingly.

Article 29.	Articles 29.3 and 29.4 – This clause needs to be reciprocal. Please also note that a liability cap needs to be introduced as well as a limitation of liability to direct and reasonable losses.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 29.	Article 29.5 – To be deleted. Contractual penalty and indemnity do not seem to be the proper measures to resolve problems with the Annual Schedule. The ROO needs to include a detailed procedure to resolve any issues.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 30.	Neizravna šteta nema jasno značenje u hrvatskom pravu. Ukoliko ostaje propisano da se isključuje odgovornost za neizravnu štetu predlažemo jasno definiranje pojma i konzistentno korištenje ili termina neizravna šteta ili termina indirektna šteta.	Prihvaćeno	Razjašnjeno sukladno komentaru.
Article 31.			
Article 32.	Article 32.2 – According to the standard on the LNG market, the definition of Force Majeure should be defined as an act, event or circumstance or combination of events or circumstances which are beyond the reasonable control of a Party and the effects of which could not have been prevented or mitigated by such Party acting within the standards of a Reasonable and Prudent Operator.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 33.	Viša sila je definiran pojam. Smatramo da se ne bi trebalo nabrajati što ne predstavlja višu silu. Predlažemo brisanje navedenog članka.	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 33.	The legal actions taken only with respect to a Party controlled by a government has to be also excluded from the definition of Force Majeure.	Accepted	Comment is accepted as per comment received above. Since Force Majeure is defined in Article 32 it is not necessary to list events which are not included in Force Majeure and thus the Article 33 is completely deleted.
Article 33.	The following events should be deleted from the catalogue: (i) changes in a Party's market factors, default of payment obligations or other commercial, financial or economic conditions and (ii) failure of the Transmission System Operator adjacent to the Terminal to comply with its obligations towards the Terminal User in relation to the transportation services. Such circumstances should constitute a Force Majeure event once they satisfy the Force Majeure test.	Accepted	Comment is accepted as per comment received above. Since Force Majeure is defined in Article 32 it is not necessary to list events which are not included in Force Majeure and thus the Article 33 is completely deleted.

Article 33.	Changes in regulations should be considered as a Force Majeure, unless legal actions are taken only with respect to a Party controlled by a government. We also note that in the case of changed circumstances, the Parties should be required to renegotiate the TUA, and if they fail to reach an agreement, each of them should be entitled to terminate the TUA.	Accepted	Comment is accepted as per comment received above. Since Force Majeure is defined in Article 32 it is not necessary to list events which are not included in Force Majeure and thus the Article 33 is completely deleted.
Article 34.			
Article 35.	Stavak 2.: Smatramo da je neprihvatljivo da se očekuje plaćanje naknade od strane korisnika za vrijeme za koje se terminal ne može koristiti zbog više sile. Ako je jedna ugovorna strana onemogućena u ispunjenju svojih obveza zbog više sile druga strana bi trebala biti oslobođena svojih obveza.	Prihvaćeno	Ispravljeno na način da se korigirao iznos plaćanja naknade.
Article 35.	It needs to be made clear that in the case of Force Majeure Event, the Parties are not liable and to that extent their obligations are suspended; however, after the expiry of the Force Majeure period the Parties will not be required to make up for the obligations not fulfilled as a result of the Force Majeure.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 35.	This clause needs to specify what percentage of non-available capacity should trigger the termination as a result of the extended Force Majeure.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 35.	The Terminal User should not be required to pay the fees in case the Terminal is not available for any reason.	Accepted	It is specified in paragraph 2 as per comment received.
Article 36.	The cure period and *de minimis* amount need to be introduced into this clause.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 37.	Please note that a liability cap needs to be introduced as well as a limitation of liability for direct and reasonable losses.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 38.	Article 38.1 – The Terminal User should not be required to pay fees for the period of suspension. Article 38.1 – Our preference is to introduce a reference to planned works.	Accepted	It was included in the provisions of ROO related to maintenance as per your comment on Article 67 in ROO.
Article 39.			

Article 40.	Smatramo da nije prihvatljiva točka 10. stavka 2. prema kojoj se može raskinuti ugovor u slučaju kašnjenja s plaćanjem bilo kakve novčane obveze (bez opomene ili ostavljanja naknadnog roka).	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 40.	Article 40.2(5) – This clause needs to be deleted. A breach of the representations and warranties should result in liability in damages and not the termination	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 40.	Article 40.2(7) – Only proceedings instituted in good faith should trigger a termination right.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 40.	Article 40.2(8) – Please also note that a period of 30 days seems to be too short. Please provide for 120 days.	Partially accepted	It was prolonged to 60 days.
Article 41.	Smatramo da nije prihvatljiva točka 6. prema kojoj se može raskinuti ugovor samo u slučaju da odgovornost operatora terminala prelazi određene iznose. Bitno kršenje ugovora može biti i u slučaju da navedeni iznosi nisu postignuti.	Prihvaćen	Ispravljeno sukladno komentaru, korisnik terminala ima pravo raskinuti ugovor o korištenju terminala za UPP u slučaju bilo kakvih bitnih povreda ugovora sukladno stavku 3.
Article 41.	Material changes to the ROO and GTC should allow the Terminal Users to terminate the TUA.	Accepted	This was addressed as per stability clause which was introduced in Article 46 in GTC.
Article 41.	The amount should be reduced to EUR 10 million.	Accepted	Comment is accepted, and Article is aligned accordingly.
Article 42.	Stavak 1.: Smatramo da nije prihvatljivo uključivanje u naknadu štete bilo koju štetu (uključujući i neizravnu štetu) koja nastane. Neizravna šteta bi trebala biti isključena. Stavak 3.: Smatramo kako nije prihvatljiva niti pravična odredba gdje se u istovjetnim situacijama raskida ugovora predviđa u stavku 1. da korisnik terminala odgovara za svu štetu (uključujući i neizravnu štetu) a u stavku 3. predviđa da operator terminala nikad ne odgovara za neizravnu štetu. Nadalje, smatramo da nije prihvatljivo niti dozvoljeno ograničenje izvanugovorne odgovornosti predviđeno ovim stavkom kao niti uračunavanje isplata na ime izvanugovorne odgovornosti u iznos maksimalne odgovornosti. Nejasno je na koje se razdoblje odnosi iznos ograničenja odgovornosti. Ukoliko je riječ o ograničenju za višegodišnje razdoblje treba imati u vidu kako se postoci ugovorenih kapaciteta uplinjavanja mogu mijenjati iz godine u godinu.	Prihvaćeno	Neizravna šteta je isključena, u stavku piše isključujući neizravnu štetu, a ne uključujući kako se navodi. Sukladno komentaru dorađen je u stavak 3.

Article 42.	Stavak 5.: Smatramo kako bi se regulirana tarifa na snazi u trenutku raskida trebala uzeti u obzir samo ako bi se primjenjivala na tog korisnika da je ugovor ostao na snazi.	Prihvaćeno	Ispravljeno sukladno komentaru.
Article 42.	This clause needs to be reciprocal, in particular the liability of the Terminal User also needs to be capped. The clause needs to provide for payment of capped damages – payment of all fees until the end of the term of the TUA is too burdensome.	Accepted	We have aligned this clause as suggested and put the liability cap in the same amounts for both, terminal user and terminal operator.
Article 42.	Article 42.5 – The reference to Article 35.5 needs to be deleted.		
Article 43.			
Article 44.			
Article 45.			
Article 46.			
Article 47.	Article 47.2 – We believe that if there is any conflict or inconsistency between the Croatian version and the English version, the English shall be the governing and prevailing version	Not accepted	According to Croatian legal system when prescribing this in Croatian regulations it needs to be written as proposed.
Article 48.	Nije navedeno u skladu s kojim međunarodnim pravilima se rješava spor. Da li je to omaška ili navedeno znači da se u ugovoru sa svakim korisnikom terminala mogu ugovoriti druga međunarodna pravila po izboru?	Prihvaćeno	Ispravljeno na način da su specificirana ICC pravila arbitraže.
Article 48.	The seat of the arbitration should be Vienna, Austria. We also note that reference to specific arbitration rules should be introduced. Our preference would be to refer to ICC Rules.	Accepted	It is accepted in a way that ICC Rules are introduced while seat of the arbitration and arbitration language will not be specified. We have written that the language and the seat of arbitration will be defined in TUA since other terminal users would prefer Zagreb or some other place.
Article 49.			
Article 50.	Smatramo da bi odgovornost Operatora za štetu i gubitak UPP-a i plina (za iznos koji prelazi dozvoljeni gubitak) dok je pod njegovom kontrolom trebala biti objektivna odgovornost.	Prihvaćeno	Ispravljeno sukladno komentaru.

Article 50.	Article 50.2 – Our preference is to delete a reference to the fault of the Operator and ordinary negligence. The Operator should be responsible for its negligence. Only Force Majeure may release the Operator from liability for damage or loss of LNG and Gas.	Accepted	Article is aligned accordingly.

ANNEX II. GAS ACCOUNTING POLICY			
Article 1.			
Article 2.			
Article 3.			
Article 4.			
Article 5.			
Article 6.			
Article 7.			
Article 8.			
Article 9.			
Article 10.			
Article 11.			
Article 12.			
Article 13.			
Article 14.			
Article 15.			
Article 16.			

Article 17.			
Article 18.			
Article 19.			
Article 20.			
Article 21.			
Article 22.			
Article 23.			
Article 24.			
Article 25.			
Article 26.			
Article 27.	The invoices issued by Operator shall be in compliance with the relevant provisions of the Council Directive 2006/112/EC, otherwise Client is entitled to reject the invoice. In accordance with EU and/or national legislation, any supplies under the contract may be Zero-Rated and/or subject to the reverse charge in accordance with Article 38, 39, 44, 195, 196 or 199a of Council Directive 2006/112/EC (as amended by any subsequent Directives).	Explained	Invoices will be issued according to Croatian laws which are in line with specified Directives.
Article 28.			