

Form for submission of comments on the proposal

Rules of operation of liquefied natural gas terminal

PARTICIPATION FORM OF CONSULTING WITH INTERESTED PUBLIC	
The name of the legal act	<i>Rules of Operation of liquefied natural gas terminal and Annex1 – General Terms and Conditions Annex2 – Gas Accounting Policy</i>
Name of the entity responsible for drafting the proposal	<i>LNG Hrvatska LLC</i>
Date of creation:	12 th December 2017

General remarks

<p>From the examination of the documents subject of our initial comments, it appears to us that the Croatian version of the documents do not represent the original version, but rather a translation of the English version of the documents. It appears to us that the English version of the documentation is the original /starting version of these draft documents. Consequently, 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 (as mentioned in the comment on Article 55 of GTC).</p>	<p>Accepted/ Explained</p>	<p>All provision of the ROO have been amended so that (i) Croatian and English version are aligned; (ii) grammatical and similar mistakes (such as incorrect references to other provisions of the ROO) corrected; and (iii) provisions of the ROO were clarified; where appropriate. All the provisions of the ROO are now clear in our view. The suggestion to provide for English version as the governing cannot be accepted since the ROO represent a bylaw which may be adopted only in Croatian language, as the official language in the Republic of Croatia.</p>
<p>We suggest that the documents are adapted to the Croatian legal system and the translation in the Croatian language is contextually reviewed by a Croatian lawyer to ensure compliance with the Croatian legal system. The wording in the GTC shall be aligned to the wording of the ROO and of the JTUA. In general all the definitions and wording shall be aligned through the documents.</p>	<p>Accepted</p>	<p>The ROO have been amended, the wording and the definitions have been aligned as proposed.</p>
<p>Moreover, we have noticed that there are certain inaccuracies in the translations as well as incorrect cross-references to certain articles. The wording in the GTC is not consistent through the text, especially in the Croatian version (see for example: “nedosljednost” in article 18 vs. “odstupanje” in article 20. We suggest that the text is reviewed and amended in this respect. We have highlighted certain inaccuracies in the comments under the relevant articles.</p>	<p>Accepted</p>	<p>The ROO have been amended, the translation and the cross-references have been aligned as proposed.</p>
<p>Considering European terminals are underutilised and to encourage transparency and maximise terminal utilisation for long term and short term, the ROO needs a clear and efficient process how the service schedule is determined per gas year for existing users and how and by whom unallocated slots / released slots and associated capacities will be marketed</p> <p>See here for an example http://www.fluxys.com/belgium/en/Services/LNGTerminaling/MarketConsultation/~media/1DE1E31442A04909869551FBEFFAF781.ashx</p>	<p>Accepted</p>	<p>The ROO have been amended to provide for a clear and efficient Service Schedule process as proposed. Detailed scheduling procedure can be found in the articles 38-51 of the ROO.</p>
<p>Considering this terminal is planned to be used also by international companies, the regulated terms/methodologies/decisions need to be made available in English for transparency.</p> <p>All services need to be fully defined in English as people need know what is being offered and what they sign up for and all fees and tariffs and services need to be publicly available in English.</p>	<p>Accepted</p>	<p>LNG has provided for all the rules adopted by LNG to be drafted bilingual (in English and Croatian version) for Terminal Users’ convenience. The translation of the rules and bylaws adopted by HERA are translated as well and are available on the following links https://www.hera.hr/en/docs/OG_2017_2597.pdf, https://www.hera.hr/en/docs/OG_2017_2889.pdf.</p>

		All translations will be provided and organised as proposed.
It is also unclear how the long term bookings made during this upcoming final binding phase will be representative for FID, if terminal intends to have annual open seasons thereafter where existing commitments can be fully released and the tariff will go up because the allowed revenue is not achieved and the unrecovered costs are added onto the next year/ regulated period. Tariff method should be take or pay otherwise no revenue certainty is guaranteed for the terminal and the investment is at risk and utilisation might cease as future tariff will be really high.	Accepted/ Explained	The Operator shall proceed with the Annual Open Season only if there will be Available Capacities after Open Season is completed. With regard to the comment on the tariff – it is already drafted according to the principle take-or-pay which ensures sufficient income.
A few other observations: <ul style="list-style-type: none"> - A proper process for annual and 90 day rolling monthly schedules need to be established and managed by the Operator - There is no commitment to lift by the Terminal User and the ROO does not establish an obligation to book transmission capacity - The recovery of the terminal investment is uncertain as costs are recovered on sent out volumes rather than initial bookings, plus all capacities appear up for grabs every year, hence no long term booking uncertainty is established - The terminal offers unclear standard and non-standard services plus there is no bundled package of slot and services which might jeopardise future terminal utilisation 	Accepted/ Explained	<p>Proper process for the annual and monthly schedules which is established and managed by the Operator is stipulated in the ROO in articles 38-51.</p> <p>The obligation to book the transmission capacity is regulated in the Network code of the transmission system and it is aligned with ROO.</p> <p>The tariff is already drafted according to the principle take-or-pay which ensures sufficient income.</p> <p>The ROO have been amended. Now it is expressly stated that the Operator provides the following services: (a) LNG Regasification Services, as standard services which are described in article 14 of the ROO; and (b) Non-standard Services of the Operator which are described in article 16 of the ROO (see Art. 13 of the ROO).</p>
Terminal users have no incentive to release slots/capacities as no release mechanism appears implemented the by Operator.	Not accepted	Terminal Users shall be encouraged to release Unused Capacities through the defined payments for the Unused Capacities.
<p>Smatramo kako bi komentiranje ovako kompleksnih dokumenata o vrlo značajnom projektu RH trebalo trajati znatno dulje i odvijati se u više faza komentiranja. Rok od 2 tjedna za komentiranje zahtjevnih dokumenata nije u skladu s poslovnom praksom, pogotovo kada se radi o ovako kompleksnom projektu s mnoštvom nepoznanica.</p> <p>Također, napominjemo da smo u fazi indikativne neobvezujuće ponude u kojoj smo započeli komentiranje TUA, GTC, ROO tražili da nas se pravovremeno uključi u komentiranje navedenih dokumenata pa čak i u radne verzije kako bi mogli kvalitetno pristupiti komentiranju.</p>	Accepted	Procedura usvajanja Pravila je provedena sukladno zakonskim propisima te će se nastavno na komentare zaprimljene od strane korisnika provesti još jedna javna rasprava s ciljem razjašnjenja svih zaprimljenih komentara i finaliziranja samog dokumenta, dok će se u međuvremenu organizirati radionice sa potencijalnim korisnicima gdje bi se sve eventualne nejasnoće dodatno razjasnile.

<p>Pregledom dokumenata (GTC) naišli smo na dosta nedostataka i neusklađenosti te smatramo kako je potrebno produljiti rok za očitovanje na dostavljene dokumente, prvenstveno mislimo na ROO, JTUA, TUA.</p> <p>Vežano uz komentiranje ROO, finalnu verziju možemo dostaviti tek nakon što budu dostupni podaci o odabiru FSRU-a, stoga očekujemo dodatni krug komentiranja.</p>		
<p>Smatramo kako je cjelokupni rizik na Ponuđaču, obzirom da tarife nisu poznate niti objavljene, a očekuje se obvezujuća ponuda sa strane Ponuđača. Obzirom na navedeno, smatramo kako bi tarifa trebala ostati najpovoljnija i nepromijenjena tijekom cijelog perioda zakupa (unutar OS), bez regulatornog rizika promjene tarife.</p> <p>Također rizik je i obveza na potpisivanje JTUA, obzirom da ne znamo druge korisnike Terminala.</p>	<p>Accepted</p>	<p>U odnosu na tarifu, skrećemo pažnju da je HERA u međuvremenu objavila na svojim stranicama Odluku o zahtjevu za određivanje indikativnih iznosa tarifnih stavki za prihvata i otpremu ukapljenog prirodnog plina energetskog subjekta LNG Hrvatska d.o.o., Zagreb, za razdoblje 2020.-2039. Mogućnost (ne)mijenjanja tarife tijekom cijelog perioda zakupa moguće je sukladno regulatornom računu, kako je propisano Metodologijom. U odnosu na pitanje za druge Korisnike Terminala koji će potpisivati JTUA, oni će biti poznati u momentu potpisivanja JTUA.</p>

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

Article 1.	Article 1.2 – All applicable acts and ordinances on the basis of which the ROO have been issued, shall be listed in this clause to allow the check of the compliance of the ROO with such rules.	Accepted	All applicable acts on the basis of which the ROO have been drafted are listed in Article 1.2
Article 1.	Article 1.4 – 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. The priority of the documentation shall be clarified.	Accepted	Since according to Gas Market Act ROO is bylaw according to which both GTC and TUA are developed and aligned, in terms of any conflicts ROO prevails. In our case GTC is part of ROO as one of the Annexes and TUA is agreement which must comply with laws and regulation of Republic of Croatia.
Article 1.	Suggest table of contents.	Not accepted	This is not standard practice for legal acts in Croatia.
Article 2.	Article 2.2.3 – Separate provisions of the ROO should require the Terminal User to procure that LNG Carrier is compliant with the Terminal technical requirements. However, this definition should refer to any LNG carrier (even such carrier that does not comply with the Terminal's technical requirements) in order to avoid any interpretation problems.	Explained	„LNG Carrier“ is a defined term and LNG services are provided only to LNG Carrier (which complies with the Terminal technical requirements). It was intention to make distinction between any LNG Carrier and compliant one for purposes of these ROO.
Article 2.	Article 2.2.6 – This definition is not used in the ROO	Accepted	Art. 2.2.5 and 2.2.6 are amended accordingly and definitions were deleted since they are not used in the ROO.
Article 2.	Article 2.2.9 – The Allowed Laytime should end at the moment of the ship's departure, not at the moment of the discharge of Cargo.	Accepted	Provision is aligned as proposed.
Article 2.	Article 2.2.36 – Adverse Weather Conditions should refer to safe berth, discharge and leaving of the Terminal. If there are any applicable Port regulations that specify what constitutes Adverse Weather Conditions, they should also be referred to in the definition.	Accepted	(This is now Article 2.2.32 of the ROO). Article 2.2.33 was amended with regard to the first comment. With regard to comment on definition of Adverse Weather Conditions, the provision was amended accordingly.
Article 2.	Article 2.2.43 – This definition is not used in the ROO. We assume that the FSRU Operator will be a subcontractor of the Operator for which the Terminal Operator will be fully responsible, and the Terminal User will have not any contractual relationship with the FSRU Operator.	Explained	(This is now Article 2.2.39) This definition is used in the Gas Accounting Policy which is a part of the ROO and this is a reason why it is defined within definitions..
Article 2.	Article 2.2.44 and 2.2.45 – These definitions are too broad. They should only cover those entities that are engaged in dealings between the Terminal User and the Operator.	Accepted	(These are now Article 2.2.40 and 2.2.41). This provision represents a standard definition and definition is amended according to comment.

Article 2.	Article 2.2.64 –This definition of damages seems to be too wide and used from a common law country contract. It should cover only direct and reasonable damages, but exclude loss of profits.	Accepted	Definition of damages is now provided in Article 2.2.57. The provision is amended accordingly.
Article 2.	Article 2.2.66 – This definition is unclear. The documents should specify in reasonable detail the technical characteristics of the Terminal so that the Terminal Users have certainty in this respect.	Explained	(This is now Article 2.2.60). Please note that Terminal’s Technical Characteristics are not defined in the ROO – they shall be published on Operator’s Internet page and shall be defined in more detail after the FSRU is procured (April, 2018), before that it is not possible to provide more detailed information
Article 2.	Article 2.2.70 – This definition should make it clear what activities/services will be available for the Terminal User and will form a Slot.	Explained	Definition of the “Slot” is now provided in Article 2.2.63. The provision defines a “Slot” as a time period for the arrival of the LNG Carrier. This definition does not include the services to be provided by the Operator.
Article 2.	Article 2.2.79 – This definition is unclear. The first sentence covers also physical storage of LNG.	Explained	Definition of the “Virtual Storage” is now provided in Article 2.2.70. The definition of the “Virtual Storage” is correct. Note that the Virtual Storage is “virtual” since the virtual storage amounts do not necessarily need to correspond to the physical storage amounts for each Terminal User.
Article 2.	Article 2.2.81 – This definition should refer not only to the Terminal's Technological Capacity but also to the Available Capacity. Congestion also arises in situations where some of the capacity is already booked and demand exceeds the available capacity.	Explained	Definition of the “Terminal Congestion” is now provided in Article 2.2.72. The definition covers situations stated in the comment (when there are no Available Capacities).
Article 2.	27. Terminal User – suggest to change to 'a Person or the Authorised Representative of such Person holding a natural gas trader or supplier license who has entered into a TUA and Joint Terminal Use Agreement to whom LNG Regasification Capacities are allocated in accordance with the procedure set forth in the ROO.	Accepted	The provision is amended accordingly.
Article 2.	32. Monthly schedule – needs to be a rolling 90 day schedule updated every month to allow for maximum transparency and short term bookings as D-35 too short to allow for such	Not accepted	The ROO do not define 90-day (or some other) rolling schedule, the Monthly Schedule may be done even earlier than 90 days before, at Terminal User’s convenience. The ROO only define the deadline when the Monthly Schedule must be done at the latest.
Article 2.	54. Invitation – Operator should continuously advertise available slots/capacities, not just as part of annual OS	Accepted	The provision is amended accordingly.

Article 2.	62. Natural Gas Quality Specification – Need to communicate what these are as part of agreement, please attach such to the ROO as Annex 3 as well as the LNG Quality Specifications referred to in GTC	Explained	The term is defined in the bylaw General Conditions On the Gas Supply (Official Gazette 158/13, 74/17) which is publicly available. Document is available in the following link: https://narodne-novine.nn.hr/clanci/sluzbeni/2017_07_74_1831.html and gas quality is mentioned under article 4.
Article 2.	65. Tariff – please provide links to the methodology and explain why is this one different than GTC Art 9 (2)?	Accepted	The translation of the title of the bylaw was adjusted in English. Note that the GTC and ROO both refer to the same bylaw, as is obvious from the Croatian version of the GTC and ROO. Bylaw accessible at Official Gazette (https://www.nn.hr/). Tariff Methodology and Indicative tariff published by HERA can be found on the following links: https://www.hera.hr/en/docs/OG_2017_2597.pdf , https://www.hera.hr/en/docs/OG_2017_2889.pdf .
Article 2.	76. LNG – Gas in a liquid state. Suggest to elaborate definition. Such as ‘means natural gas in a liquid state at or below its point of boiling and at or near atmospheric pressure.	Accepted	The provision is amended accordingly.
Article 2.	82. Request – the form needs to be based on Gas Year and should specify whether the request is for incremental capacities by existing user or new user. Is the form meant to be used every year? How will deviations from the binding phase booking be tracked?	Accepted	The provision is amended accordingly. The form of the request shall be used both for the existing Terminal User (requiring incremental capacities) and the new Terminal User. In case of existing Terminal User who requires incremental capacities, Terminal User shall have a contract (for originally contracted capacities) and annex (for incremental capacities).
Article 2.	U definiciji Godišnjeg postupka raspodjele kapaciteta poziva se čl.24. koji govori prvenstveno o zahtjevu umjesto na sva pravila kojim se uređuje postupak i raspodjela.	Accepted	Članak je ispravljen sukladno komentaru.
Article 2.	17. Annual Open Season – procedure of allocation of Available Capacities conducted in accordance with article 24 of the ROO before the beginning of each new Gas Year. Need additional process for existing Terminal Users’ capacities. This OS procedure should only be applicable for unallocated capacities/slots. All existing Terminal User should undergo an Annual Delivery Program process instead to reconfirm their ACQ and cargo slots only based on already booked capacities. Only afterwards can the terminal seek to market unallocated slots to additional users.	Partially accepted	The provision was corrected accordingly. With regard to the process for existing Terminal Users’ capacities, the Annual Open is conducted in accordance with the principle suggested in the comment, as defined in the ROO (see especially Article 19 of the ROO).

Article 2.	26. LNG Regasification Capacities – Suggest to change definition to 'LNG Regasification Capacity – amount of Gas which the Terminal User is entitled to regasify using the LNG Regasification Service during a defined period of time and scheduled from a particular date ('Slot')	Partially accepted	The provision was corrected accordingly. Regarding the issue of Slot, see above comment of Article 2.2.69.
Article 3.	(3).3. please clarify 'within battery limits'	Accepted	The provision was amended accordingly in order to make it clear.
Article 3.	(3).4 – 4 th line 'incorporated'	Accepted	The provision was corrected accordingly.
Article 4.	This clause should specify in detail which limiting factors may release the Operator from the obligation to provide the 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	The provision was corrected accordingly.
Article 4.	This clause should refer to the Maintenance (defined term).	Accepted	The provision was corrected accordingly.
Article 4.	End of paragraph '...not limited to maintenance, Adverse Weather Conditions, etc. ' replace with ' not limited to Maintenance, Adverse Weather Conditions, etc. as set out in this ROO	Accepted	The provision was corrected accordingly.
Article 5.	Article 5.1 – The Terminal's Technical Characteristics should be described in more detail in a separate annex (such annex should cover, in particular, the minimum LNG quality requirements, the number of hoses and the required LNG carrier dimensions). The values/parameters should be fixed and not indicative.	Explained.	Please note that Terminal's Technical Characteristics are not defined in the ROO – they shall be published on Operator's Internet page and shall be defined in more detail after the FSRU is procured (April, 2018), before that it is not possible to provide more detailed information

Article 5.	Article 5.3 – The Operator should 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 should 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.	Explained.	(This is now article 6 of the ROO) Since obtaining transmission capacity is Terminal User's, not Operator's responsibility. Please note it will be ensured that the Terminal Users who booked regasification capacities will have capacities of transmission system pursuant to applicable rules. Namely, Plinacro's (Transmission System Operator's) Rules for implementation of the binding phase of the Open Season procedure will explicitly regulate that, upon carrying out binding phases of both (Transmission System Operator 's and LNG's) open season procedures, LNG Croatia will be the first one to allocate the LNG regasification capacities. Once that LNG Croatia has allocated regasification capacities, he will provide Transmission System Operator with the results of allocation, and consequently, Transmission System Operator will allocate the capacities of the Transmission System in the corresponding manner. For further information, please refer to Plinacro's Rules for implementation of the binding phase of the Open Season procedure.
Article 5.	Article 5.4 – 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.	Explained.	Since the right to terminate TUA is defined in appropriate rules defined in TUA, ROO, GTC and applicable rules of the obligation law, etc.
Article 5.	Terminal's Technological Capacity - as this is referred to later in the agreement i.e. in article 10/11 and doesn't make sense; please clarify that such is 6/7 Bcm per annum and 2.6 is the only current curtailed number	Explained.	Terminal's Technological Capacity maximum at this point may be 2.6 Bcm per annum, since it is limited by the Transmission System's capacity. After the Transmission System's capacity is increased and depending on the FSRU that will be procured by the Operator, Terminal's Technological Capacity may be up to 6-7 Bcm per annum.
Article 5.	Maximum LNG carrier – please correct as it is not 260,000 m3, but 150,000 m3 as stipulated in articles 14 and 38	Accepted	The provision was corrected accordingly.
Article 6.	The Operator should 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 should guarantee, among other things, that the Terminal Users who have regasification capacities will be allocated the same volumes of transmission capacities.	Explained.	See answer to comment on Article 5.3. of the ROO.
Article 6.	Make additional comments that Terminal User shall be obliged to make suitable arrangements with the TSO and to make the necessary nominations to send out their regasified LNG from the Terminal Delivery Point into the transmission system.	Accepted	Comment accepted. Terminal User's obligation to obtain transmission capacity is defined by other applicable regulation. Therefore, no need to stipulate that in the ROO, however, provision will be corrected accordingly.
Article 7.	n/a		

Article 8.	This clause is unclear. It should be redrafted to clearly state that the December 2019 deadline is a fixed deadline and that the Operator will be liable for non-compliance with such deadline.	Explained	At this point it is not possible to establish a fixed date for the purpose of this provision. Also, questions on the fulfilment of obligations regarding Terminal's construction are regulated in TUA, not ROO.
Article 9.	The Operator should not be released from its obligations towards other Terminal Users in the case of any failure to cause the delivery of the Commissioning Cargo. Commissioning deliveries issues should be regulated in a separate agreement between the Operator and the entity willing to provide such services and should not be covered by the TUA, the GTC and the ROO.	Explained	The issue of Commissioning Cargo was mentioned in the ROO for transparency reasons, but the legal consequences of late Commissioning Cargo (and consequently delay with the COD) are regulated in TUA.
Article 9.	In the case of changes of the deadline due to Force Majeure or other circumstances beyond the control of the Operator, the Terminal Users should be given sufficient time to prepare for the changed deadline of LNG deliveries (e.g. six months), so that they can arrange for LNG supplies and cancel prior arrangements resulting from delays in construction. The Terminal Users should also not be required to pay any fees for such period	Accepted	This issue should not be regulated in the ROO since it is regulated in TUA.
Article 9.	Clarify who will arrange with commissioning cargo – Operator or a Terminal User and by what process – mandatory selection/volunteering etc. ?	Explained	Operator shall arrange the Commissioning Cargo in accordance with the process determined and published by the Operator
Article 10.	See above comment on article 5, also add 'of' after ' (three) months window)	Accepted	From the comment it follows that it refers to Article 12.2. of the ROO. The provision was corrected accordingly.
Article 11.	It should be clear from the ROO that the additional Open Season for the allocation of new unused capacities should not affect the rights of the Terminal Users with respect to capacity that has already been allocated. The Operator shall warrant that it will not allocate additional capacities before the capacities of the Transmission System are increased.	Accepted	It is clearly stated in the Article that it refers to additional Available Capacities, i.e. it does not affect rights of the Terminal Users with respect to capacity that has already been allocated. Also, such additional Available Capacities will be allocated only in case the capacities of the Transmission System are increased, as is expressly stated in the provision.
Article 12.	Only the Terminal Users interested in participating in the commissioning of the Terminal should participate in this procedure. Commissioning issues should not affect the ordinary capacity bookings. Commissioning issues should be regulated in a separate agreement and should not be covered by the TUA, the GTC and the ROO.	Explained	Operator shall arrange the Commissioning Cargo in accordance with the process determined and published by the Operator.
Article 12.	The procedure described in Section 2 should apply to the provision of information regarding the start date for full Terminal operations, after commissioning.	Explained	Since the extent of information given to Terminal Users and the procedure referred to in Article 12 is regulated in detail in TUA the information and procedure described in Section 2 is required before commissioning.
Article 12	The translation in Croatian language does not correspond to the English version.	Accepted	The provision was corrected accordingly.

Article 13.	There is no complete definition of LNG Regasification Services nor Non-Standard Services anywhere in this agreement; potential Users need to know what they get for the tariff and what costs extra; also in the GTC they are combined as ‘Services’ hence might want to add that term	Accepted	The provision was corrected accordingly.
Article 14	‘2. See above comment on max LNG ship size	Accepted	The provision was corrected accordingly.
Article 14	‘4. Please clarify which Terminal User will have the minimum send out obligation of 0.5 bcm/a and who has the ultimate responsibility of securing volumes to achieve the minimum rate and ensure gas is evacuated from terminal	Explained	This issue is regulated by the ROO (see Article 37).
Article 15.	Article not 100% clear and missing word ‘time’ at the end.	Accepted	The Article is clear and refers to provisions of Articles 52 – 58 of the ROO which define in detail conditions of Joint Use of the Terminal.
Article 16.	‘(1) first paragraph - delete ‘of the Operator’; standard services and non-standard services not defined properly and no price list available, see also comment for Art. 13 – clear definition is required as people need to know what is offered and what they sign up for	Partially accepted	First part of the comment not accepted since the defined term is “Non-standard Services of the Operator ”. With regard to the comment on definition standard services and non-standard services, comment accepted, and provision amended accordingly.
Article 16.	‘(1) 2 nd paragraph - delete ‘of the Operator’ and clarify when such provision of non-standard services would be notified by the Operator to the Terminal User – there needs to be a notice period and clarity when the necessity for such services will be assessed – upfront or continuous etc.		Non-standard services shall be provided pursuant to terms defined in the Methodology for the Determination of Fee for Non-standard Services passed by HERA, and the pricelist for the Non-standard Services of the Operator, published on the Operator’s Internet page.
Article 17.	This clause should specify in detail which limiting factors may release the Operator from the obligation to provide the Regasification Services. 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	The provision was corrected accordingly.
Article 17.	This clause should refer to Adverse Weather Conditions.	Accepted	The provision was corrected accordingly.
Article 18.	LNG Regasification Capacities not defined should be combination of Standard Services per Slot	Explained	LNG Regasification Capacities are defined in Article 2.2.24. ROO
Article 19	Clarify that capacities based on Gas Year not Calendar year, hence would start from October 2019 for 20 gas years	Accepted	The provision was corrected accordingly. First period is from 1.1.2020 – 30.9.2020 and then for each Gas Year.

Article 19	<p>Da li se u svakom Godišnjem postupku raspodjele kapaciteta mogu podnijeti zahtjevi za više godina unaprijed (ukoliko ima Dostupnih kapaciteta)?</p> <p>Ako ne, onda rečenicu u članku 19. „...za najduži vremenski period imat će prioritet u Godišnjem postupku zakupa kapaciteta.“ Treba izmijeniti (jer nije riječ o prioritetu u Godišnjem postupku zakupa kapaciteta već samo prioritetu prilikom zahtjeva koji se podnosi na više godina).</p> <p>Ako se prilikom svakog Godišnjeg postupka raspodjele kapaciteta mogu podnijeti zahtjevi za više godina unaprijed odnosno za sve Dostupne kapacitete, to bi trebalo biti navedeno.</p>	Explained	Moguće je u svakom Godišnjem postupku raspodjele kapaciteta podnijeti zahtjeve za više godina unaprijed sukladno Pravilima (v. čl. 19 i 22 Pravila).
Article 20.	<p>Is the intent here for all Users to change their long term bookings every year?? How will you ensure a secured revenue if no long term booking commitment certainty? Item 2. Doesn't make sense. You need 2 processes as per comment in Art. 2 – one annual plan for existing users to determine the annual schedule and 90 day rolling monthly schedule and one annual open season for unallocated slots.</p> <p>Something like Operator establishes the procedure to schedule Terminal User's and Other Terminal Users' Slots by way of determining the Available Monthly Slots (“AMS”) and establishing an annual Indicative Berthing Schedule (“IBS”) and a three Month Rolling Berthing Schedule (“RBS”). The aim is to have an even distribution Slots over each Month of each Contract Year, adjusted as required for Planned Maintenance. Etc.</p>	Explained	Operator shall allocate only Available Capacities in Annual Open Season; each year only Available Capacities are offered to interested parties.
Article 21	See above comments on different process – service schedule for existing users should be done first, before advertising free slots / capacities	Explained	Operator shall allocate only Available Capacities in Annual Open Season; each year only Available Capacities are offered to interested parties
Article 22.	Article 22.1 – It is unclear to us whether the currently organised Open Season will be treated as the Annual Open Season within the meaning of this clause. Please clarify.	Explained	Open Season procedure that will be conducted for the first reservation, allocation and contracting of the LNG Regasification Capacities is an independent procedure conducted before the FID (see amended Article 19 para 2 of the ROO), whereas Article 22 of the ROO defines rules for the Annual Open Season which is a different procedure and will be conducted each year if there is Available Capacities left.
Article 22.	See above comments and clearly define process for Short-term capacity Booking, Available capacities need to be combined with cargo slot otherwise of no use to any short term user and Operator needs to market those	Accepted	The provision was corrected accordingly. The process is now defined, the slots for the Available Capacities shall be allocated in the procedure of Short-term Capacity Booking <u>after</u> the Annual Open Season procedure

Article 23.	See above – paragraph doesn't make sense	Explained	The provision is correct and clear. Please note that the provision regulates Annual Open Season procedure, not the Open Season procedure, which is the independent procedure conducted before the FID that will be conducted for the first reservation, allocation and contracting of the LNG Regasification Capacities is an independent procedure conducted before the FID
Article 24.	See above comments – regas capacities need to be associated with slots (bundles of standard services and slots)	Explained	The provision defines a “Slot” as a time period for the arrival of the LNG Carrier. This definition does not include the services to be provided by the Operator.
Article 24.	U čl. 24. navodi da se kapaciteti raspoređuju prema načelima utvrđenim člankom 20., no kriteriji nisu utvrđeni samo čl. 20. već i čl. 19..	Accepted	The provision was corrected accordingly.
Article 25	Typo ‘natural gas supply and/or trading license’	Accepted	The provision was corrected accordingly.
Article 26.	n/a		
Article 27.	Article 27.(2) 2 the translation in Croatian language does not correspond to the English version	Accepted	The provision was corrected accordingly.
Article 28.	Why are originals required and why can't certified copies be sufficient?	Accepted	The provision was corrected accordingly.
Article 28.	Reasonable term of no more than 3 days appears too short	Accepted	The provision was corrected accordingly (now the provision provides for 3 business days)
Article 29.	n/a		
Article 30.	Messy process; In order to encourage maximum utilisation of the terminal, there needs to be certainty on the date, Duration, volumes of send out capacity and slot timing when such available capacities are advertised	Explained	Operator shall publish/advertise data on the dates, duration and quantities of the Available Capacities on his Internet page, which will further maximum utilization of the Terminal
Article 31.	In order to encourage maximum utilisation of the terminal, there needs to be certainty on the date, Duration , volumes of send out capacity and slot timing when such available capacities are advertised		
Article 31.	2 nd part of paragraph – how can allocation happen before consent?	Accepted	The allocation is based on Terminal User's request who thereby expressed its intent to obtain the capacities. Comment accepted, and the provision was clarified.
Article 32.	n/a		

Article 33.	Why do existing Terminal User who acquire incremental capacity need to resign the TUA? Why is there a penalty for non-signature? What is Operator trying to achieve?	Explained	No need to resign the TUA, Terminal Users shall sign only an annex to TUA. Penalty is foreseen since the Operator needs to ensure that the Terminal Users who commit to obtain the incremental capacities will actually sign the annex to TUA.
Article 34.	The Operator should 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 should guarantee, among other things, that the Terminal Users who have regasification capacities will be allocated the same volumes of transmission capacities.	Explained	Since obtaining transmission capacity is Terminal User's, not Operator's responsibility. Please note it will be ensured that the Terminal Users who booked regasification capacities will have capacities of transmission system pursuant to applicable rules. Namely, Plinacro's (Transmission System Operator's) Rules for implementation of the binding phase of the Open Season procedure will explicitly regulate that, upon carrying out binding phases of both (Transmission System Operator 's and LNG's) open season procedures, LNG Croatia will be the first one to allocate the LNG regasification capacities. Once that LNG Croatia has allocated regasification capacities, he will provide Transmission System Operator with the results of allocation, and consequently, Transmission System Operator will allocate the capacities of the Transmission System in the corresponding manner. For further information, please refer to Plinacro's Rules for implementation of the binding phase of the Open Season procedure.
Article 34.	First and only reference to the Transmission capacity – terminal users should be obligated to have that booked during the upcoming binding phase or annually and this mandatory steps need to be documented in the ROO	Accepted	Comment accepted. Terminal User's obligation to obtain transmission capacity is defined by other applicable regulation. Therefore, no need to stipulate that in the ROO, however, provision will be corrected accordingly.
Article 34.	Why is there a penalty again for non-signature? What is Operator trying to achieve?		The purpose of the penalty is to ensure that the Terminal User signs the agreement pursuant to the ROO, as this is a precondition for the use of the capacities.
Article 35.	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 should also be entitled to offer unused booked capacities on a secondary market by transferring them to other (interested) Terminal Users.	Not accepted	At this moment only the Terminal Users (and not the Operator) are transferring capacities on the Secondary Market pursuant to the ROO. However, including the Operator will be considered in next iterations.
Article 35.	Article 35.8 – It should be clear from the clause that the list of the reasons for refusal is exhaustive.	Accepted	The provision was corrected accordingly.
Article 35.	Typo in (8) a.	Accepted	The provision was corrected accordingly.

Article 35.	Terminal needs to establish Use It Or Lose Principle to release and market unused slots/capacities and operator needs to manage that process Current process is messy as ST capacity bookings are conditional upon other Users' consent and Unused capacity transfer conditional upon Operator consent so there is never any certainty for any Applicant they will get access and eventually interest will stop	Not accepted	Only the Terminal Users are the ones responsible for transferring capacities on the Secondary Market pursuant to the ROO. The Operator shall not take part on the Secondary Market pursuant to the ROO. Unfortunately, that is not possible at the moment, but including the Operator will be considered in next iterations.
Article 35.	The following might be better, e.g. Terminal User shall as soon as practicable but no later than the first day of the Month M notify Terminal Operator of the Subscribed Slots of Month M+2 that it does not intend to utilise. Terminal User shall offer on the Secondary Market any Capacity Service subscribed that Terminal User temporarily or permanently does not need. If Terminal Operator receives a notice from Shipper or Another Shipper that such Shipper or Other Shipper does not intend to use Shipper's or Other Shippers' Subscribed Slot, Terminal Operator shall post a notice on its website that such Slot, has become available for sale. Terminal Operator shall have no obligation to post a notice on its website if it receives a notice from Shipper or Another Shipper less than five (5) Business Days before the date of such Shipper's or Other Shippers' Subscribed Slot.	Not accepted	Only the Terminal Users are the ones responsible for transferring capacities on the Secondary Market pursuant to the ROO. The Operator shall not take part on the Secondary Market pursuant to the ROO. Unfortunately, that is not possible at the moment, but including the Operator will be considered in next iterations.
Article 36.	n/a		
Article 37.	Article 37.1 – It should be clear from the clause that once approved, the Service Schedules should not be amended, except for limited/extraordinary circumstances outside of the Operator's control.	Not accepted	Provision clearly states situations in which service schedules may be amended.
Article 37.	Article 37.1 – It should be an obligation of the Operator to purchase and maintain the LNG Heel.	Not accepted	It is not possible since the Operator has no ownership title over the gas/LNG in the Terminal.
Article 37.	Article 37.2 – This clause should make a reference to the rules of the establishment of the Annual and Monthly Schedules referred to in Articles 38-51.	Accepted	The provision was corrected accordingly.
Article 37.	How does this work with borrow and loan?	Explained	Operator monitors and makes sure that LNG Heel (as a physical state of the LNG at the Terminal) is always present in the Terminal, regardless of the borrow and loan transactions
Article 37.	What if monthly and annual amounts don't comply?	Explained	In such situation Service Schedules should be corrected in accordance with Articles 38 – 51 of the ROO (especially see Article 48 of the ROO)

Article 37.	Ukoliko Operator ima pravo da promijeniti načine rada Terminala i sastaviti Rasporede usluga kako bi osigurao stalni, prikladni i sigurni rad Terminala onda bi i Korisnik trebao imati pravo da ne potpisuje Ugovor o korištenju Terminala ili da odustane od njega ukoliko će kranja odluka o Rasporedu štetiti poslovanju Korisnika Terminala.	Explained	U odredbi je navedeno da se način rada Terminala i sastavljanje Rasporeda usluga mijenja u suradnji s Korisnicima Terminala, kako bi se osigurao stalni, prikladni i sigurni rad Terminala. Skrećemo pažnju da Korisnici imaju pravo na raskid Ugovora pod uvjetima određenim odgovarajućim propisima (sukladno Ugovoru, Pravilima, sukladno pravilima obveznog prava i sl.).
Article 38.	Annual schedule draft published on website only lists monthly amount, hence delete ‘and daily’	Explained	The form provides daily amounts of LNG Regasification as well.
Article 38.	Delete as form doesn’t ask for that information or change form	Explained	The form provides for Requested LNG Carrier Arrival Windows
Article 38.	Suggest for annual schedule to also indicate what was booked in 2018 final binding phase for year in question to track whether that commitment has now changed	Explained	Note that the mentioned information shall be visible on ETSSAS
Article 38.	Also suggest to include next 5 years ACQ to allow terminal outlook	Not accepted	All information made available by the Operator already defined in the ROO. However, note that the Operator shall make available Schedules for the Terminal Use in the future period
Article 38.	Indicate due date of annual schedule on form	Explained	The due date for submission of the Annual Schedule draft is regulated by the ROO (see art. 38/1 ROO).
Article 38.	Signature block needs to read ‘Terminal User and/or Authorised Representative’	Accepted	The provision was corrected accordingly.
Article 38.	Najkasnije 16. srpnja svake Plinske godine, svaki će Korisnik Terminala Operatoru dati predložak plana svog Godišnjeg rasporeda – u kojem trenutku bi trebali Korisnici dati svoj godišnji raspored dok je terminal i plinovod u izgradnji tj. dok projekt nije završen?	Explained	S obzirom na postupak godišnje rezervacije kapaciteta transportnog sustava i ugovaranja dobave UPP-a, definirani rokovi u Pravilima vrijedili bi i za prvi period korištenja od 1.1.2020 – 30.9.2020.
Article 39.	Is 5 days sufficient for that?	Explained	We consider 5 days sufficient for the Operator’s evaluation contemplated by this Article.
Article 40.	(1) And (2) need to be reciprocal and Terminal Operator needs to coordinate alignment in order to prevent commercially sensitive being exchanged between Terminal Users		Operator is coordinating alignment in the scheduling process pursuant to para 1 of this Article and may decide that the Terminal Users coordinate among themselves the Annual Schedule drafts if that is appropriate.
Article 40.	(4) Typo	Accepted	The provision was corrected accordingly.
Article 41.	(1) Why is information from Art 38 excluded?	Explained	In this situation information from Art. 38 clause 2 point 1 is relevant only and shall be determined by the Terminal Users; other information (slots, number of ships, etc.) shall be determined by the Operator pursuant to Art. 41 of the ROO.

Article 41.	(3) Shouldn't this start at first day of Gas year? No clear how this paragraph works in practise, especially as cargoes can be diverted away and/or brought in under ST bookings?	Explained	Not necessarily, the first day will start when the conditions defined in the provision shall be met (when the amount of LNG in the Terminal during the planned Gas Year would reach the LNG Heel) since the Commissioning Cargo is already present in the Terminal and later the physical state of the LNG in the Terminal on the end of the Gas Year does not necessarily need to be zero.
Article 42.	(3) how will second slot work in case of Borrow and loan or it LNG stored in tank?	Explained	As stated in ROO, second and every other slot will be given to the Terminal User who will have highest utilization in next period or to the user who already borrowed more than 50% of his next cargo which should be delivered
Article 43.	Typo 'LNG supp lier	Accepted	The provision was corrected accordingly.
Article 43.	To whom will such evidence be provided? What is the maximum period for borrow and loan? Min 60 days and max 300 days?	Explained	Borrowed UPP will be returned when the next Cargo of the Borrower shall come to the Terminal. Maximum period for borrow and loan should be 1 year since LNG Regasification Services are provided with regard to the period of 1 year.
Article 44.	Clarify if Annual schedules are sent to all users or individual only? Can't be shared with all	Accepted	The provision was corrected accordingly.
Article 44.	Annual Joint schedule can only be published if aggregated data as commercially sensitive information and really only available slots should be published		The Joint Terminal Schedule shall be published on the Operator's internet page without publishing sensitive information, only aggregated data
Article 45.	Will other Terminal User have to agree to every single change? Needs to be add at the end, 'not to be unreasonably withheld', Operator needs to exercise ultimate control	Accepted	Comment accepted and the provision was corrected accordingly. Regarding the Operator's ultimate control, please note that the Operator shall exercise ultimate control, as he is authorized to approve the change. The comment regarding the Terminal Users' obligation not to unreasonably withheld their consent was accepted and the provision was amended accordingly
Article 46.	Monthly schedule must be 90 day rolling monthly schedule for maximum efficiency and terminal utilisation	Explained	ROO do not define 90-day (or some other) rolling schedule, the Monthly Schedule may be done even earlier than 90 days before at Terminal User's convenience. ROO define the deadline when the Monthly Schedule must be done at the latest.
Article 46.	'...proposed Monthly Schedule draft shall not contradict Annual Schedule' What's the point of it then??	Explained	Monthly Schedule provides more flexibility than the Annual Schedule and thereby is beneficial for the Terminal Users, but needs to be aligned with the annual schedule...
Article 46.	1. Change form as column 1 states 'month'	Not accepted	The days in a given month are already stated in the form.

Article 46.	3. And 4. are not on the actual draft form and why is 4. Needed? as all specs should comply with terminal specs	Explained	This information is needed so that the Operator may prepare for taking over the Cargo. This information is provided in the “Cargo information” part of the form
Article 46.	5. No placeholder for such information on the form	Explained	This information is provided in the “Cargo information” part of the form
Article 46.	Suggest for monthly schedule to also indicate what was booked in 2018 final binding phase for month in question to track whether that commitment has now changed	Explained	This information shall be provided in TUA and on ETSSAS
Article 46.	Also suggest to include next 2 months DCQ outlook (90d schedule) to allow for diversion/additions	Explained	This information shall be provided on ETSSAS
Article 46.	Indicate due date of monthly schedule on form	Explained	This information is defined in the ROO and shall be visible on ETSSAS
Article 46.	Signature block needs to read ‘Terminal User and/or Authorised Representative’	Accepted	The provision was corrected accordingly.
Article 47.	1) Why only 10% and Does that increase the DCQ / send out rate for the month?	Explained	The Operator estimated that 10% deviation without Operator’s agreement is acceptable and will not influence on Terminal’s regular operation. Bigger deviations are possible subject is acceptable to Operator’s agreement. Such deviations influence on DCQ / send out rate.
Article 47.	2) Procedures need to allow for DCQ changes within the delivery day and/or day ahead for optimum terminal flexibility and Operator should decide, always seeking all users’ approval is inefficient	Explained	ROO provide that the DCQ may be changed provided that this does not influence does not affect Service Schedules of other Terminal Users. The other Terminal Users’ agreement is needed only in case such change influences on other Terminal Users’ schedules.
Article 47.	(4) Please explain this section and how can Operator suddenly make changes without consent nor prior notice	Accepted	Operator needs to have the right to change Service Schedules if it would influence the security / safe operation of the Terminal, however prior notice will be sent to Terminal Users.
Article 48.	Not very clear process	Not accepted	It is not clear to which part of the provision comment refers to but Monthly scheduling procedure is based on the same principles as Anuall scheduling procedure.
Article 49.	n/a		
Article 50.	n/a		

Article 51.	n/a		
Article 52.	n/a		
Article 53.	n/a		
Article 54.	n/a		
Article 55.	n/a		
Article 56.	n/a		
Article 57.	n/a		
Article 58.	It should be a primary liability and risk of the Operator towards the Terminal User that the borrowed LNG is returned. Only the Operator has the appropriate legal measure to enforce such mechanism, including guarantees provided by the Terminal Users.	Explained	The Operator has no ownership title over the gas / LNG in the Terminal, and therefore cannot assume liability if borrowed LNG is not returned and that's why JTUA stipulates such situation.
Article 59.	Article 59.1 – The ROO should specify in more detail what international standards will have to be complied with by the LNG Carriers.	Not accepted	Please see answer to Article 2.2.70 (now Article 2.2.61).
Article 59.	Article 59.6. - Managing personnel of the LNG Carrier: does it mean the ship management company or the crew matrix?	Accepted	The provision was corrected accordingly.
Article 59.	Article 59.7 – Reference to additional conditions is too broad. The ROO should clearly specify exhaustively such additional conditions.	Accepted	The provision was corrected accordingly.
Article 59.	Article 59.8 – The Operator should enter into a separate terminal use agreement with the LNG Carrier so that it may have direct claims towards such LNG Carriers.	Not accepted	Since the Operator shall not take part in the agreement between the Terminal User and the LNG Carrier's owner or charterer
Article 59.	Please define 'LNG Carrier approval procedure ' and attach form	Explained	"LNG Carrier approval procedure" shall be defined in the Technical Conditions of the Terminal.
Article 60.	In case of DES cargos, it is possible that some suppliers do not want to provide Cargo report from loading and SOF (datasheet) because of confidentiality and/or sensitivity of data.	Explained	The Operator must have the right to have the Cargo Report (for example to check LNG composition). This information shall not be given by the Operator to third parties / other Terminal Users. Terminal User shall have the obligation to ensure delivery of such information to the Operator.

Article 61.	Cargo status: all data should be “estimated” – i.e. estimated cargo volume to be discharged (EDQ)	Accepted	The provision was corrected accordingly.
Article 62.	n/a		
Article 63.	Article 63.1 – Port 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.”	Partially accepted	The term “Port pilot boarding station” was changed in the provision, however not as proposed in the comment (since this provision does not provide for the definition of the “Port pilot boarding station”).
Article 63.	Article 63.2 – The permission should be issued promptly	Accepted	The provision was corrected accordingly.
Article 64.	n/a		
Article 65.	Article 65.3 – We assume that in the scenario in which the LNG Carrier departs from the Terminal without discharging (of fully discharging), the loading hoses will also be disconnected.	Explained	LNG Carriers needs to perform all the actions required for departing from the Terminal (disconnecting loading hoses is also one of those actions)
Article 65.	Article 65.3 – Demurrage reference and excess boil-off compensation on LNG carrier due to delay at terminal is missing.	Explained	These issues are already regulated in other provisions of the ROO (see Articles 68 and 80 of the ROO).
Article 66.	Article 66 Subject to the orders/regulations are being RPO and regulations provided timely prior operation	Explained	The Port Authority shall issue its orders according to bylaw regulating Port Authority rights (not the ROO), therefore this issue may not be regulated in the ROO. The Operator shall issue its orders according to provisions of the ROO and rules of profession.
Article 67.	Article 67.3 – This clause should refer to justified orders, instructions and requirements.	Explained	The conditions for issuance of orders and/or instructions from the Port Authority are regulated in other bylaws, not ROO.
Article 68.	Article 68. – This clause should specify the maximum allowed time for leaving the Terminal.	Explained	This issue is already defined by the provision – LNG Carrier should unmoor: (i) within the Allowed Laytime; or (ii) completion of LNG Discharge; depending on which moment will occur earlier
Article 68.	Penalty cannot be more than demurrage	Explained	The issue of amount of the penalty is regulated in TUA and GTC, not ROO
Article 69.	n/a		
Article 70.	Article 70.2 – This clause should refer to circumstances for which the Operator is not liable, as contractually the Operator may also be liable for circumstances outside its control.	Explained	The provision already refers to circumstances for which the Operator is not liable.

Article 71.	Article 71.2 and 71.3 – Most of the clauses in the ROO should establish a firm obligation of the Operator. Instead of “the Operator seeks”, the clauses should be drafted such that the Operator is required/under a strict obligation, and not some sort of reasonable endeavours type of obligation.	Explained	The Operator’s obligations with regard to (a) loading the amount of LNG specified in LNG Discharge Order (Art. 71.2) and (b) regasifying the Gas quantity (Art. 71.2); are only generally mentioned in these two provisions. Situations when the Operator may be excused of these obligations is defined in detail in other provisions of the ROO and the applicable laws.
Article 71.	Insert ‘and daily’ - Amounts of LNG to be regasified are specified in Annual and Monthly and Daily Schedules compiled in	Not accepted	Daily Schedules are not defined in the ROO, they may be inferred from the Monthly and Annual Schedules which are defined in the ROO.
Article 72.	1. Daily noms should allow for an increase / decrease in DCQ vs. Monthly Schedule and form should have a place holder where such change is indicated	Explained	This information is not provided on the form, but an increase / decrease in DCQ vs. Monthly Schedule is generally allowed pursuant to the ROO. If any deviations exist, they shall be visible when “new” requests are submitted, whereby “new” and “old” requests shall be visible on ETSSAS
Article 72.	2. note annual schedule does not show DCQ’s	Explained	This information is provided on the form.
Article 73.	Article 73 – It is the Operator that is responsible for the quality of the Regasified Gas. The Terminal User is responsible for the quality of the LNG.	Explained	Please note that this is not standard market practice for the type of the terminal as will be the Terminal in this situation.
Article 73.	Article 73.2 – Reference to “materially consistent” should be deleted. The Operator’s obligation should not be subject to any qualifications.	Not accepted	It is not possible for the Operator to guarantee that specification of the LNG or regasified gas delivered at the Delivery Point shall be the same as the content and specification of the LNG delivered to the Terminal.
Article 73.	Article 73.2 – This clause should clearly state that it is the Operator that is responsible towards other Terminal Users that only LNG compatible with the Quality Specification will be accepted to the Terminal. Currently, the clause may 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.	Explained	Please note that this is not standard market practice for the type of the terminal as will be the Terminal in this situation and eventual off-spec LNG should be removed from tanks before delivery of next cargo.
Article 73.	Article 73.3 – This clause should make it clear that the LNG delivered to the Terminal should always comply with the required Quality Specification.	Explained	The issue of off-spec LNG is regulated by Article 74 of the ROO.
Article 74.	Article 74.3 – A cap on liability should be introduced. It is a market standard in LNG trading that the Seller’s liability for off-spec in always limited to a certain agreed cap. As a result, the Terminal Users’ liability towards the Operator should also be limited.	Explained	The risk of delivery of Off-Specification LNG is within Terminal User’s control.
Article 74.	Article 74.(1)4 – What is “prejudice the interests of other Terminal User”?	Accepted	The provision was corrected accordingly.

Article 74.	Article 74.(2)1 – Usually terminal operator would have reasonable endeavours to accept the cargo even if treatment is needed.	Not accepted	At this point, the service of treatment of Off-Specification LNG is not possible to stipulate that the Operator shall have obligation to accept Off-Specification LNG and provide treatment of the Off-Specification LNG to make it conforming to the Natural Gas Quality Specification
Article 75.	Article 75(2): prediction of off-spec where: at the LNG delivery point or at the gas transmission deadline?	Accepted	The provision was corrected accordingly.
Article 76.	n/a		
Article 77.	Article 77.1 “Terminal Users shall ensure that the amount and quality of discharged LNG are determined in accordance with international ISO” □ Contradictions with later clauses and LNG industry convention: the quality of discharged LNG should be determined by Terminal Operator not the terminal user.	Explained	This provision regulates measurements done by the Terminal Users, so the Operator cannot be responsible for such measurements.
Article 77.	Article 77.5 Qr: will need to be further defined as notional vapour displaced.	Not accepted	The formula is correct
Article 77.	Article 77.5: ISO 6976 does not have a 2015 edition, the latest edition is 2016.	Accepted	The provision was corrected accordingly.
Article 78.	Article 78.3. Sampling system to be compliant with ISO 8943.	Accepted	The provision was corrected accordingly.
Article 78.	Article 78(4): The report shall be verified by independent surveyor.	Explained	This issue is regulated by Article 76.2 ROO (“ <i>All documents with LNG parameter measurement results shall be approved by the Surveyor...</i> ”)
Article 78.	(1) Typo ‘witnessed’ and ‘Both parties’	Accepted	The provision was corrected accordingly.
Article 79.	Article 79: The gas chromatograph used for LNG quality determination shall be calibrated with standard gas traceable to international standards and similar in composition and witnessed by the Surveyor and/ or Terminal User or its representative and TSO Operator.	Accepted	The provision was corrected accordingly.
Article 80.	(2) delete ‘the’	Accepted	The provision was corrected accordingly.
Article 81.	(1) What about weekends?	Accepted	The provision was corrected accordingly. The information referred to in this provision shall be provided by the Operator to the Terminal Users continuously through ETSSAS.

Article 82.	It should be made clear in this clause that the fees for 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.	Explained	The fees shall be lower since the fees are paid according to actually regasified quantities of gas, according to the methodology on establishing the tariff items
Article 82.	Please also note that the Terminal User must be sure of the total duration of the planned Maintenance works in every Gas Year. The ROO should specify the maximum number of such days taking into consideration the maintenance cycles of the Terminal.	Explained	Planned Maintenance Works shall be defined in each annual Maintenance Works Schedule. It is not possible at this point, before FSRU is procured, to foresee maximum number of such days of planned Maintenance Works
Article 82.	Article 82.1(3) – The Terminal User should be notified 120 calendar days in advance, and not 90 calendar days.	Not accepted	The Operator considers that 90 days are an appropriate period
Article 82.	Article 82.4 – The liability of the Operator for unplanned Maintenance should cover Damages, and not direct losses only.	Not accepted	Both the Operator and the Terminal Users shall be liable pursuant to the mentioned provision of the ROO
Article 82.	Article 82.6 – This clause should be deleted. All technical requirements should be specified in the ROO before the allocation of capacities.	Explained	The Users shall be informed on the restrictions beforehand – on 1 st July (Art. 82/6 of the ROO) and they will initiate procedure for the Annual Open Season on 15 th July (Arts. 32/2 and 38/1 ROO)
Article 83.	n/a		
Article 84	It should be made clear in this clause that it is the Operator that covers damages/costs incurred by the Terminal Users as a result of the mandatory emptying of tanks. Such costs should be reimbursed to the Operator by the Terminal User that is responsible for the situation in question.	Explained	Terminal Users shall not suffer damages due to mandatory emptying of the tanks since only LNG, which is attributed to the Terminal User whose actions resulted in LNG being removed.
Article 84	Article 84.6 – Proportional liability of all Terminal Users is not acceptable. It is the Operator's risk and the Operator should cover such costs.	Explained	Terminal Users, and not the Operator, are responsible for the LNG quality
Article 84	Article 84.7 – The Operator should 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.	Explained	Damages should be collected against the Terminal User whose actions resulted in situations contemplated by this provision
Article 84	How does that work with borrow and loan?	Explained	The Terminal User, who is the owner of such LNG which is removed from the Terminal, shall bear the risk of the removal of the LNG.
Article 85.	Article 85.2 and 85.3 and 85.4 – The list of situations in which the limitation or suspension is allowed should be exhaustive.	Not accepted	The list of situations is exhaustive.
Article 85.	Article 85.7 – This clause should be reciprocal	Not accepted	The Operator has the obligation to apply its best efforts to restore and continue the LNG Regasification Service as soon as possible (see Article 85.3) and has a general obligation to minimize damages on the basis of the Croatian law.

Article 86.	This knock-for-knock clauses have too broad scope of applicability. We suggest relying on a standard liability for damages concept, and certain liability caps should also be introduced.	Partially accepted	Provision was changed accordingly
Article 87.	This knock-for-knock clauses have too broad scope of applicability. Moreover, there are severe inaccuracies both in Croatian and English version regarding the person that is subject of the indemnification obligation and regarding the person suffering the breach. Furthermore, it is not clear what acts of the Terminal User/Operator lead to such indemnification obligation. The clauses shall be rewritten in accordance with the concept of liability for damages as provided for by the Croatian law (applicable to the GTC, TUA, ROO, JTUA) and certain liability caps should also be introduced.	Partially accepted	Provision was changed accordingly
Article 88.	n/a		
Article 89.	n/a		
Article 90.	n/a		
Article 91.	n/a		
Article 92.	n/a		
Article 93.	n/a		
Article 94.	Material changes to the ROO should allow the Terminal Users to terminate the TUA.	Not accepted	This is not standard practice, especially since the ROO are always changed according to the applicable legislation

Annex No. 1 - General Terms and Conditions

Article 1.	Suggest to insert table of contents and page numbers and name it Annex 1	Partially accepted	Page numbers added. It is not common to insert table of contents in document which is schedule to another document, as this is the case.
Article 2.	Article 2.1 – 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. The priority of the documentation shall be clarified.	Not accepted	The priority of provisions of contract over GTC is already set in Croatian Civil Obligations Act, so there is no need for additional clarification. However, ROO and GTC, as its integral part, are bylaws passed based on the Croatian Gas Market Act, and they must not be circumvented by provisions of TUA. Hence, the GTC and TUA will not have any overlapping/conflict in content.
Article 3.	Since the GTC also regulates the rights and obligations connected with the contracted Services, a reference to GTC should be introduced in this clause through a statement that the GTC is integral part of the TUA. Such statement can be inserted also in Article 2	Accepted	The provision was corrected accordingly.
Article 4.	References to the ROO, the GTC and the TUA should be introduced in this clause.	Not accepted	References are properly inserted.
Article 4.	The LNG Discharge shall be qualified as an obligation and not as a right of the Operator under the TUA.	Accepted	The provision was corrected accordingly.
Article 4.	Moreover, the Operator should be obliged (and not entitled) to refuse to receive LNG that does not satisfy the Quality Specifications, however, such obligation should be limited as long as treatment/blending of such LNG is possible. Please also note that the GTC should provide for a possibility of separate negotiations between the Operator and the Terminal User in case the Off-Spec problem occurs.	Not accepted	The Operator should retain right to decide whether he will receive the Off-Spec LNG.
Article 4.	As a rule, the LNG Regasification Capacities should be transferable. The ROO should specify the detailed conditions for such transfer.	Explained	The transferability of LNG Regasification Capacities is already envisaged in ROO.
Article 4.	Art. 4 5th bullet – another reason why Operator should also handle all capacity movements		
Article 5.	References to the ROO, the GTC and the TUA should be introduced in this clause.	Accepted	The provision was corrected accordingly.
Article 5.	„Korisniku terminala omogućiti ugovorene Usluga u skladu s dodijeljenim Uslugama“ – molimo pojašnjenje	Accepted	Odredba je izmijenjena kako bi bila jasnija.
Article 6.	References to the ROO, the GTC and the TUA should be introduced in this clause.	Accepted	The provision was corrected accordingly.
Article 7.	The obligation to settle invoices should apply only to invoices issued for the services provided in compliance with the ROO, the GTC and the TUA.	Not accepted	Obligation to pay invoices relates to all invoices which may be issued based on or relating to TUA.

Article 7.	The Terminal User should be responsible for arranging the transportation, and not for the transportation itself.	Not accepted	Transportation is Terminal User's responsibility, and he can arrange it either by performing the transportation by himself or by arranging transportation with third party.
Article 7.	Art 7. Please add ' have booked relevant transmission capacity to lift regasification capacities and maintain such transmission capacity going forward	Explained	Obtaining transmission capacity is Terminal User's, not Operator's responsibility. Please note it will be ensured that the Terminal Users who booked regasification capacities will have capacities of transmission system pursuant to applicable rules. Namely, Transmission System Operator's Rules for implementation of the binding phase of the Open Season procedure will explicitly regulate that, upon carrying out binding phases of both (Transmission System Operator 's and LNG's) open season procedures, LNG will be the first one to allocate the LNG regasification capacities. Once that LNG has allocated regasification capacities, he will provide Transmission System Operator with the results of allocation, and consequently, Transmission System Operator will allocate the capacities of the Transmission System in the corresponding manner. For further information, please refer to Plinacro's Rules for implementation of the binding phase of the Open Season procedure.
Article 7.	Art. 7 - Fee and tariff used interchangeably even though it's called Tariff in ROO and not properly defined	Accepted	The provision was corrected accordingly.
Article 7.	Art 7.- LNG Quality Specification is not defined and missing under ROO	Explained	LNG quality after regasification needs to comply with the natural gas quality specification as stipulated in General condition of Gas Supply. Document is available in the following link: https://narodne-novine.nn.hr/clanci/sluzbeni/2017_07_74_1831.html and gas quality is mentioned under article 4.
Article 7.	Art 7. 5 th and 6 th bullets delete ' The Terminal User shall....' as only 'to' needed as per bullets above		Bullets 5 and 6 are in place.
Article 8.	n/a		
Article 9.	It is not clear what are the tariffs and what are the charges for the purpose of the TUA (and GTC). These concepts need to be defined precisely. The GTC should 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.	Explained	Pursuant to the Croatian Gas Market Act, the Methodology and Decision on tariff items are passed by the Croatian Energy Regulatory Agency (CERA), and these acts are applicable to all agreements on use of the terminal (TUA) which are ongoing at the time of entering into force of the respective acts.
Article 9.	Art 9. (1) delete 'and fee for non-standard services' as not necessary	Explained	Reference to fee for non-standard services is necessary.
Article 9.	Again, all Services need to be properly defined and priced up and please maintain consistency in definitions	Accepted	The wording is amended accordingly. The Methodologies and HERA Decision on amount of tariff items are available on HERA's website

	Art. 9 (2) again fee and tariff are used inter-changeably, please correct and provide links to the 2 Methodologies and the HERA Decision for transparency		(https://www.hera.hr/en/docs/OG_2017_2597.pdf , https://www.hera.hr/en/docs/OG_2017_2889.pdf). The Methodology that will determine the fee for Non-standard Services is not yet passed at the moment.
Article 9.	Art. 9 (3) where are ‘tariffs and charges’ listed and what is the fee?	Accepted	Paragraph (3) is deleted.
Article 9.	Art. 9 (5) What does that mean? Is this ToP boked vs. used? Please clarify	Accepted	The wording of paragraph (5) is amended.
Article 10.	The GTC should 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.	Not accepted	Pursuant to the Croatian Gas Market Act, the Methodology and Decision on tariff items are passed by the Croatian Energy Regulatory Agency (CERA), and these acts are applicable to all agreements on use of the terminal (TUA) which are ongoing at the time of entering into force of the respective acts.
Article 10.	In the case of the Parties’ failure to agree on new prices after deregulation, the Terminal User should be entitled to choose if it intends to terminate the TUA or initiates a dispute resolution procedure.	Accepted	Comment accepted, the wording is amended accordingly.
Article 10.	Art. 10 (1) – see above comment – please provide link to methodology and English translations	Explained	Please see HERA’s website (https://www.hera.hr/en/docs/OG_2017_2597.pdf), where all bylaws are published.
Article 10.	„U slučaju da naknada za Usluge pokrivene Ugovorom, u bilo kojem trenutku prestane regulirana od strane HERA-e.“ – molim pojašnjenje oko reguliranosti	Accepted	Komentar se prihvaća, stavak (2) je odgovarajuće izmijenjen kako bi bio jasniji.
Article 11.	Art. 11 – again different description use for terminal fee and no indication of annual ToP true up here	Accepted	Comment accepted, the wording is amended so that it is clearer.
Article 12.	This clause should be amended to make it clear that it is possible to provide the Operator with revolving Credit Support.	Partially accepted	Comment partially accepted – the wording of Articles 13.e), 15 and 17. is amended in order to regulate more clearly the procedure of renewal of Credit Support.
Article 12.	(i) 60 dana nakon isteka Ugovora ili – predlažemo da bude 30 dana jer je plaćanje računa 15 dan od izdavanja.	Not accepted	Komentar se ne može prihvatiti. Prihvaćanjem komentara bi Operatoru ostalo svega 15 dana da odluči o korištenju i koristi sredstvo osiguranja, a to u praksi nije dovoljno zbog interne organizacije i poslovnih procesa Operatora.
Article 13.	Article 13.1 – The reference to rating levels in this article and in all other articles in which it is mentioned should be amended so that this clause refers to BBB+ by S&P/Fitch and Baa1 by Moody’s.	Accepted	Comment accepted, the wording is amended accordingly.
Article 13.	Article 13.1 - We propose to revise this rating level. We suggest that the „investment grade“ level should be sufficient. That level is at BBB- at S&P and Baa3 & Moody’s. Please consider.	Explained	These ratings need to be in place in order to meet the requirements of financial institutions / lenders which will finance the project. In the future the Operator will consider revising the required rating levels.
Article 13.	Article 13.1 - Just for avoidance of doubt, please clarify the amount of	Explained	It means 50% of all annual fees for the entire contract period.

	the guarantee: the guarantee shall cover 50% of the regasification fee. Is it a total monthly fee or the annual fee?		
Article 13.	<p>Article 13.1(b) - We suggest that financial requirements in this Article should be significantly lower:</p> <ul style="list-style-type: none"> - (i) EBITDA multiplier should be reduced from 5 to 1, - (ii) TNW multiplier should be reduced from 15 to 2, - (iii) Net Debt / EBITDA rate should be amended from 2.5 to 10. <p>Furthermore we suggest that meeting 2 out of 3 requirements of Article 13.1. (b) should be sufficient to be entitled for the 50% reduction in the collateral value.</p>	Explained	These conditions need to be in place in order to meet the requirements of financial institutions / lenders which will finance the project. In the future the Operator will consider revising the required conditions.
Article 13.	Za neocijenjena društva koja ispunjavaju sljedeće uvjete, Korisnik terminala morati će dati Osiguranje plaćanja u iznosu koji odgovara 50% ukupnih naknada za ugovorene Usluge ponovnog uplinjavanja plus PDV (ako je PDV primjenjiv):- predlažemo da se doda Korisnik terminala ili Društvo koje je većinski vlasnik Korisnika terminala.	Accepted	Komentar se prihvaća. Odredba je izmijenjena.
Article 13.	<p>Prijedlog instrumente osiguranja plaćanja iz Pravila korištenja sustava skladišta plina:</p> <p>(4) Osim obične zadužnice Operator sukladno bonitetu Korisnika i procjeni rizika naplate može zatražiti, a Korisnik je dužan dostaviti zatraženi slijedeći dodatni instrument osiguranja plaćanja: - bankovnu garanciju, bezuvjetnu, neopozivu, bez prigovora i na prvi poziv, izdanu od banke prihvatljive Operatoru, na iznos koji odgovara 10 (deset) % ili 30 (trideset) % (ovisno o bonitetu Korisnika) od vrijednosti ukupno ugovorene naknade za korištenje sustava skladišta plina za ugovoreno razdoblje, uvećano za PDV</p>	Explained	Komentar o sredstvu osiguranja plaćanja se ne može prihvatiti u ovom trenutku, Operator će ga razmotriti za potrebe eventualnih budućih izmjena OU.
Article 14.	„...u roku od 10 dana od datuma promjene rejtinga..“ predlažemo promijeniti 10 dana u 30 dana zbog dužine izdavanja Osiguranja plaćanja	Accepted	Komentar se prihvaća, odredba je odgovarajuće izmijenjena.
Article 15.	„...kao novčani depozit u eurima...“ Sukladno propisima u Platnom prometu treba izmijeniti/dodati - kao novčani depozit u eurima; plativo u kunama... (za kompanije koje imaju sjedište u RH)	Accepted	Komentar se prihvaća, odredba je odgovarajuće izmijenjena.
Article 16.	<p>Neprihvatljivo – nemamo utjecaj na promjenu kreditnog rejtinga Osiguravatelja.</p> <p>Prihvatljivo u slučaju da Operator snosi trošak izdavanja IO.</p>	Explained	Predmetni uvjet je unesen na temelju zahtjeva koje su financijske institucije koje financiraju projekt postavile prema Operatoru. Operator će u budućnosti razmotriti eventualnu izmjenu predmetnog uvjeta.
Article 17.	Article 17.2 – The Operator should have the right to use the Credit Support, provided that the Operator has set an additional three-Business Day deadline for the fulfilment of certain payment obligations by the	Accepted	Comment accepted, the wording is amended accordingly.

	Terminal User.		
Article 17.	„...jamstvo će se obnoviti ne kasnije od trideset (30) dana prije datuma isteka.“ Predložemo - ne kasnije od petnaest (15) dana prije datuma isteka	Not accepted	Komentar se ne može prihvatiti, predloženi rok od 15 dana je prekratak.
Article 17.	„U slučaju da novo jamstvo nije izdano u prethodnom roku ili ako je izgubljen BBB+ rejting, Operator će imati pravo naplatiti jamstvo i položiti odgovarajuća sredstva kao gotovinsko jamstvo na depozitni račun...“ – inzistiramo da se doda poziv Operatora za uplatom sredstava a tek po proteku roka navedenom na pozivu da se aktivira IO	Explained	Korisnik terminal je upoznat sa rokovima za ispunjenje obveza u odnosu na sredstvo osiguranja, te je obavezan pravovremeno poduzeti potrebne aktivnosti u svrhu obnove sredstva osiguranja.
Article 17.	Čl.17. točka 2 je neprihvatljiva – molim predložiti drugačiji tekst	Accepted	Komentar se prihvaća, odredba stavka (2) je izmijenjena.
Article 18.	Article 18.1 – If the Operator will be provided with the Credit Support, the requirement of providing the Additional Guarantee and payment of additional Liquidated Damages is too excessive. The amount of the Credit Support is, in fact, calculated on the basis of the total fees for the LNG Regasification services and shall be deemed therefore to be sufficient to cover also the discrepancies (if any) under article 20.	Accepted	Comment accepted, the obligation to provide Additional Guarantee is deleted.
Article 18.	Article 18.3 – The 10% penalty fee that has to be paid by the Terminal User to the Operator is a very strong retention factor from making any (good faith) disputes. If the dispute turns out to be invalid, then the Operator will receive default interest anyway, therefore this extra penalty seems to be too strict.	Accepted	Comment accepted, paragraph (3) is deleted.
Article 18.	Article 18.4 – Requirement to cover total damages is excessive. Payment of interest should be a sufficient remedy.	Accepted	Comment accepted, paragraph (4) is deleted.
Article 18.	Article 18.5 – The Operator should have the right to terminate the TUA, provided that it submits an additional request and sets an additional three-Business Day remedy deadline.	Explained	The Terminal User is familiar with the deadlines for provision of new Credit Support and he is obligated to duly and timely undertake actions necessary for provision of new Credit Support. The time frame in which the Operator is without sufficient collateral should be set to minimal possible term.
Article 18.	Article 18.5 – The Terminal User shall be obliged to provide the Operator with a new credit support only in the amount that was already used by the Operator, that means that the original status quo shall be restored, and the Terminal User shall not be obliged to grant the additional guarantee in the original amount, because it is not justified.	Accepted	Comment accepted, the wording of paragraph (5) is amended accordingly.
Article 18.	Neprihvatljivo - Što je u slučaju da je došlo do nedosljednosti od strane	Accepted	Komentar se prihvaća, odredba o obvezi dostave Dodatnog jamstva je

	Operatora? Kada Korisnik ima pravo raskinuti ugovor i tražiti naknadu štete?		brisana. Korisnik terminala ima pravo raskinuti Ugovor i tražiti naknadu štete sukladno odredbama Zakona o obveznim odnosima.
Article 19.	Article 19.2 and 19.4 – The period should be calculated from the moment the Terminal User receives the invoice issued by the Operator.	Explained	The Operator will ensure that the invoices are provided to the Terminal Users via ETSSAS shortly after their issuance.
Article 19.	Čl.19. točka 4 – „je datum označen na računu“ – molim pojašnjenje	Accepted	Odredba je izmijenjena kako bi bila jasnija. Odredbom se htjelo reći da će se datum izdavanja naznačiti na računu.
Article 20.	Article 20.1 – Terminal User should have an option whether provide the guarantee or pay the disputed amount, in which cash such amount should accrue interest.	Accepted	Comment accepted, the obligation to provide Additional Guarantee is deleted.
Article 20.	Točka 4 - koji je razlog ograničenja na 14 mjeseci?	Accepted	Stavak (4) je brisan.
Article 21. Article 22. Article 23.	Article 21.2 – This clause is too broad and is ambiguous. It should be clear the Terminal User covers the costs and expenses only with respect of services of third parties that it will contract for. This knock-for-knock clauses have too broad scope of applicability. Moreover, there are severe inaccuracies both in Croatian and English version regarding the person that is subject of the indemnification obligation and regarding the person suffering the breach. Furthermore, it is not clear what acts/omissions of the Terminal User/Operator will lead to such indemnification obligation. The clauses shall be rewritten in accordance with the concept of liability for damages in accordance with Croatian law (applicable to the GTC, TUA, ROO, JTUA) and introduce the appropriate liability cap. Zahtijevamo da se ova točka definira naknadno kada će biti poznate pojedinosti FSRU-a i Raspored usluga	Accepted	Articles 21., 22. and 23. have been re-drafted in order to be clearer.
Article 24.	This clause shall be rewritten in accordance to the Croatian Procedural Law. Among others, the term of 30 days for informing the other party of such claim shall be shortened to 48 hours considering that the deadlines foreseen by the Croatian Procedural Law for submitting a defence (response to a claim) are very short.	Explained	In practice, each Party will seek to inform the other Party as soon as possible.
Article 25.	Molimo pojašnjenje	Explained	Odredbom se definiraju pojmovi “Podružnica” i “Kontrola” za potrebe razumijevanja i tumačenja odredaba OU.
Article 26.	This knock-for-knock clauses have 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.	Accepted	Comment accepted, the wording of Article 26. will be amended accordingly.
Article 26.	Art. 26 – replace OU with GTC	Accepted	Comment accepted, the wording of Article 26. will be amended accordingly.
Article 26.	“Korisnik terminala ³¹ ili njegove Podružnice su obvezni sukladno	Explained	Točke (i) - (iii) stavka (3) opisuju slučajeve u kojima će Operator biti

	hrvatskim propisima poduzeti takve sanacijske radnje; ili (iii) radnje Korisnika 31 terminala ili njegovih Podružnica su poduzete u suradnji sa osiguravajućim društvom Operatora i bilo kojeg nadležnog tijela.“ – Molim pojašnjenje		obvezan oštetiti Korisnika terminala ili njegove Podružnice za štetu.
Article 27.	The parties should agree the appropriate liability caps; please also note that the insurance policies will also include maximum liability levels.	Explained	The liability caps will be regulated once that the FSRU is selected and agreement on operation and maintenance of FSRU concluded.
Article 27.	Art 27. This is unusual, please explain and article should be linked to and subject to Art. 33 Art 27. Last part of last sentence make no sense		
Article 27.	Molimo ispravan prijevod	Accepted	Wording amended accordingly.
Article 28.	n/a		
Article 29.	Art 29/30. Demurrage rates should be derived from market rates and not randomly determined	Explained	Demurrage rates are set in GTC based on market rates.
Article 29.	Da li su ovdje uključene i posljedica vremenskih uvjeta? Kada kreće računanje prekosojnice?	Accepted	Komentar se prihvaća, odredba čl. 31. st. (2) je izmijenjena tako da regulira da se naknada za prekosojnicu ne plaća ako je prekoračenje Dopuštenog vremena stajanja posljedica Više Sile, Nepovoljnih vremenskih uvjeta ili drugih okolnosti za koje Korisnik Terminala, Brod za prijevoz UPP-a ili Operator nisu odgovorni. Računanje prekosojnice kreće od isteka vremena stojnice (Dopuštenog vremena stajanja), koje je regulirano u ROO.
Article 30.	Demurrage should not be payable if delay results from Force Majeure, Adverse Weather Conditions and other circumstances for which the Terminal User, the LNG Carrier or its master are not liable.	Accepted	Comment accepted, clause is inserted as paragraph (2) of Article 31.
Article 31.	n/a		
Article 32.	Article 32.3 and 32.4 and 32.5 – This clause should be reciprocal. Please also note that there should be a liability cap introduced and limitation of liability to direct and reasonable losses.	Explained	Articles 32.3. and 32.4. regulate specific obligations of the Terminal User. Article 32.5 is reciprocal. The liability caps will be regulated once that the FSRU is selected and agreement on operation and maintenance of FSRU concluded.
Article 32.	Article 32.6 – To be deleted. Contractual penalty and indemnity do not seem to be proper measures to solve problems with the Annual Schedule. The ROO should include detailed procedure to resolve any issues.	Not accepted	Deleting cannot be accepted.
Article 32.	Article 32.7 and 32.8 – Indemnity is not a proper measure. Standard damages regime should be applicable in such circumstances.	Explained	Damages will be determined pursuant to the Civil Obligations Act.
Article 32.	Article 32.9 – The Operator should be liable to the Terminal User if problems with transportation services result from its actions or omissions.	Not accepted	Comment cannot be accepted. Transmission of Gas is sole responsibility of the TSO.

Article 32.	Art 32. (3). Is this in addition to demurrage and why? Art 32 (4) Why is there an additional penalty? Should be included in demurrage. Art 32 (6) unreasonable penalty, why needed?	Explained	Demurrage fee should cover all costs/damages. However, in case the damages incurred to the Operator due to Terminal User's failure to comply with arrival period / failure to unmoor, are greater than the demurrage fee incurred, then the Terminal User will be obligated to compensate additional damages.
Article 32.	Art 32. (7) add after TUA 'including the obligation to have booked relevant transmission capacity to lift regasification capacities and maintain such transmission capacity going forward.	Accepted	Comment accepted, the wording of Article 32 will be amended accordingly. LNG Croatia will be the first one to allocate the LNG regasification capacities. Once that LNG Croatia has allocated regasification capacities, he will provide Transmission System Operator with the results of allocation, and consequently, Transmission System Operator will allocate the capacities of the Transmission System in the corresponding manner, increasing with years.
Article 32.	Točka 1 - neprihvatljivo – može biti 20 dana od usuglašavanja iznosa fakture	Not accepted	Komentar se ne može prihvatiti.
Article 32.	Točka 2 – neprihvatljivo – što u slučaju da se ne možemo dogovoriti?	Explained	Pravo se ne gubi ako se unutar roka podnese zahtjev, pa makar on bio osporen od druge stranke.
Article 32.	Točka 6 – neprihvatljivo	Explained	Usuglašavanje i potpisivanje Godišnjeg rasporeda od strane svih Korisnika je izuzetno važno za funkcioniranje Terminala, te je stoga važno osigurati mehanizam da Korisnici pravovremeno ispunjavaju svoje obveze vezano uz Godišnji raspored.
Article 32.	Točka 8 – molim definiciju nizvodno i na što se to odnosi	Accepted	Komentar je prihvaćen, tekst odredbe je zbog boljeg razumijevanja izmijenjen.
Article 32.	Točka 9 - što u slučaju održavanja transportnog sustava (Plinacro), tko će snositi trošak prekostojnica? Kako će funkcionirati Terminal u slučaju održavanja transportnog sustava? Da li će održavanje biti uključeno u Raspored?	Explained	Održavanje će biti uključeno u Godišnji Raspored, tj. biti će poznato u trenutku kada se usluge ugovaraju.
Article 33.	Article 33.1(a) – A reference to the ROO, the GTC and the TUA should be introduced in this clause. The last phrase shall be deleted as it annuls the exclusion of consequential loss foreseen in the preceding phrase.	Partially accepted	Comment is partially accepted. The wording of last sentence is amended so that it is clearer.
Article 33.	Article 33.1(b)(c) – Items (b) and (c) to be deleted. Parties should not accept such a broad, unclear and unspecified liability.	Explained	Deleting cannot be accepted, new wording will be suggested..
Article 33.	Article 33.2 – It is not clear who are the Representatives.	Accepted	Comment accepted – the wording is amended so that it does not refer to a defined term.
Article 34.	Točka 2 – u roku od 20 dana treba izmijeniti i staviti od dogovora. Šteta se mora utvrditi.	Explained	U slučaju da jedna stranka osporava iznos štete, plaća se samo nesporni dio, a za sporni dio se stranke pokušavaju dogovoriti, a ako ne uspiju, pokreću arbitražni postupak.
Article 35.	Article 35.1 – Force Majeure definition and text should be included in the GTC or the TUA.	Explained	Referring to the definitions provided in the legislation is sufficient and clearer.

Article 35.	Article 35.2 – „servitude, right of way, easement”– to be deleted. Terminal Operator should procure such easements during the project development phase for the whole life of the project.		All of these events are only listed for exemplary purposes, and in order for them to constitute Force Majeure act, they still need to comply with the definition of Force Majeure set out in applicable legislation
Article 35.	Article 35.2 “breakdown of facility and equipment” cannot constitute by itself a Force Majeure event if it is not due to a Force Majeure event		
Article 35.	Article 35.2 – „interruption in the provision of Services as a result of any third party having a legal right to utilize any of the Terminal, including any restrictions on Operator’s ability to provide service under this TUA as a consequence of compliance with any applicable law or regulatory regime pursuant to which Operator is required to offer services at the Terminal to persons other than Terminal User“ – to be deleted. This clause is unclear. Providing services to third parties should not release the Operator from obligation to perform the TUA with the Terminal User.		
Article 35.	Article 35.2 – „as consequence of compliance with the applicable Croatian or European Law or regulatory regime; or as a consequence of compliance with the laws, regulations, decrees, ordinances, orders or rules of the European Union, any EU member state, Switzerland, the United Nations, the United States of America or other jurisdiction applicable to the Parties relating to internal boycotts, trade sanctions, foreign trade controls, export controls, non-proliferation, antiterrorism or similar laws“ – we believe that this clause should generally refer to the laws applicable to the Parties. Reference to certain jurisdictions is too wide.		
Article 35.	„prekid u pružanju Usluga kao rezultat bilo koje treće stranke koja ima pravo koristiti bilo koji dio Terminala, uključujući bilo koja ograničenja na Operatorovu mogućnost da pruža usluge po ovom Ugovoru kao posljedica pridržavanja bilo kojem primjenjivom zakonu ili propisu po kojem je Operator dužan pružiti usluge terminala osobama koje nisu Korisnici terminala;“ – molim pojašnjenje.		
Article 35.	„materijalni dio imovine Operatora, ili zemljište na kojem su smještene takva dobra, je oduzeta, nacionalizirana, izvlaštena, zaplijenjena, u odnosu na nju je određena zabrana raspolaganja ili zaplijenjena od strane bilo kojeg nadležnog tijela“ - ne prihvaćamo bez naknade		
Article 35.	„sudar, brodolom, navigacijske ili pomorske opasnosti“ – ne prihvaćamo		
Article 35.	Art 35 (2) 10th bullet add United Kingdom’ after ‘America’	Accepted	Comment accepted. Amended accordingly.
Article 36.	n/a		
Article 37.	It should be made clear in the language that compliance with obligations resulting from Article 38 does not constitute a condition precedent for a relief of an affected Party under the Force Majeure clause. Imposing such obligations on the FM affected party is customary, but a breach	Accepted	Comment accepted, the wording is amended.

	should result only in damages (if applicable).		
Article 38	Art 38 (3) delete as invasive and non-standard as usually handled by inspectors	Not accepted	Deleting cannot be accepted at this moment, it will be reconsidered in future.
Article 39	The legal actions taken only with respect to a Party controlled by a government should be also excluded from the definition of Force Majeure.	Explained	Such legal actions will constitute Force Majeure if they meet the requirements under the definition of Force Majeure.
Article 39	The following points should be deleted: (a) “In relation to the Terminal User, the lack of gas supply for any reason”, (b) “changes in a Party's market factors, default of payment obligations or other commercial, financial or economic conditions”, (c) “the breakdown or failure of machinery”, (d) “Failure of the Transmission System Operator adjacent to the Terminal, , to comply with its obligations with Terminal User in relation to the transportation services” – those circumstances should constitute Force Majeure event once they fulfill Force Majeure test.	Accepted	The wording of Article 39 is amended, so that it excludes situations when listed events meet the requirements under the definition of Force Majeure.
Article 39	Art 39 3rd bullet - delete anything after ‘Terminal User’s ability ...’ as impossible		
Article 39	Art 39 7th bullet – delete		
Article 39	„U odnosu na Korisnika terminala...“ – molim pojašnjenje jer trenutno nije prihvatljivo.		
Article 39	„Nemogućnost transportnog sustava Operatora kod terminala, da izvršava svoje obaveze prema Korisniku terminala u odnosu na usluge prijenosa.“ – što u slučaju proglašenja Više sile kod Operatora transportnog sustava		
Article 40.	The extended Force Majeure clause should apply both to the Terminal Operator and the Terminal User.	Accepted	Comment accepted. Amended accordingly.
Article 40.	A period of 3 months seems to be too short in case of long-term capacity reservations.	Explained	Operator
Article 40.	This clause should specify what percentage of non-available capacity should trigger the termination as a result of extended Force Majeure.	Explained	Situations of partial impossibility to fulfil obligations will be resolved pursuant to the Civil Obligations Act.
Article 40.	This clause should be reciprocal as the Force Majeure affecting the Terminal User should also qualify for extended Force Majeure.	Accepted	Comment accepted. Amended accordingly.
Article 41.	Article 41.2 – The Terminal User should not be required to pay the fees in case the Terminal is not available for any reason.	Explained	During Force Majeure event, the Operator will be obligated to pay fee to the others and consequently, obligations of the Terminal User should be regulated accordingly.
Article 41.	Article 41.3 – This clause is not needed. The Operator will be relieved from liability for delay in COD resulting from Force Majeure. At the	Accepted	Comment accepted. Amended accordingly.

	same time Terminal Users should not be required to agree for automatic extensions of their commitments under capacity bookings.		
Article 41.	Točka 2 – molimo pojašnjenje	Explained	Odredba znači da će Korisnik nastaviti plaćati naknadu za korištenje terminala u slučaju Više sile, u mjeri dopuštenoj zakonom. To će primjerice biti u slučaju djelomične nemogućnosti ispunjenja obveza.
Article 42.	The cure period and de minimis amount should be introduced in this clause.	Explained	The cure period of 10 days is already envisaged. There is no need for introducing de minimis amount, because the criterion is that the unpaid claim is not covered by the Credit Support.
Article 42.	This clause should specify that only Services to given Terminal User may be suspended.	Accepted	Comment accepted. Amended accordingly.
Article 42.	Art 42. (1) unfair hence remove, why should other terminal users suffer by breach of other terminal user?	Accepted	Comment accepted. Amended accordingly.
Article 43.	The suspension of services shall occur following a certain time (x days) after notification of suspension of services because of breach of payment obligation. There should be a liability cap introduced and limitation of liability to direct and reasonable losses.	Explained	The suspension will occur once that the Terminal User receives notification on suspension.
Article 43.	Art. 43 – what is access Services? and capitalise Gas Day	Accepted	Comment is accepted, the wording is amended in order to be clearer. It refers to services contracted for that Gas Day.
Article 44.	Article 44.1 – The Terminal User should not be required to pay fees for the period of suspension.	Accepted	Comment accepted. Amended accordingly.
Article 44.	Article 44.2 – A period of 10 calendar days seems to be too short – our preference would be to notify the Terminal User at least 30 calendar days in advance.	Explained	The suspension of Services envisaged herein refers to unpredicted circumstances.
Article 44.	Točka 2 - predložimo 60 dana za obavijest Korisnika terminala	Explained	The suspension of Services envisaged herein refers to unpredicted circumstances.
Article 45.	n/a		
Article 46.	Article 46.2(d) – This clause is unclear, in particular with respect to what effective suspension is referred to in the clause. We recommend that the termination by law is replaced with the concept of right to terminate.	Partially accepted	Comment partially accepted, the wording is amended so that it is clearer. Termination by law occurs pursuant to the Civil Obligations Act in case when the debtor does not remedy the breach within the additional period for fulfilment.
Article 46.	Article 46.2(e) – This clause should be deleted. Breach of representations and warranties should result in liability in damages and not termination of the TUA.	Explained	The Operator relies on representations and warranties made by the Terminal User, consequently he may not have interest to stay in the contractual relationship, depending on the gravity of breach.
Article 46.	Article 46.2(f) – This clause should be deleted. Non-compliance with transfer rules should result in termination of the transfer of such capacity and not the termination of the TUA.	Not accepted	Deleting cannot be accepted at this moment.
Article 46.	Article 46.2(h) – The termination shall be linked to repeated non-payment obligation. The concept of insolvency is too broad. Further,	Explained	The provision is standard wording.

	only proceedings instituted in a good faith should trigger a termination right; please also note that a period of 30 days seems to be too short. Please provide for 120 days		
Article 46.	Article 46.2(i) – This clause is too broad. Only material breaches not remedied within certain grace period should allow for termination of the TUA.	Explained	It is not necessary to amend the wording. Pursuant to the Civil Obligations Act, the creditor may not terminate the contract in case of breach of insignificant part of obligations.
Article 46.	„i) u slučaju da Korisnik terminala prekrši bilo koju svoju drugu obvezu temeljem Ugovora.“ – molimo pojašnjenje	Explained	Pored razloga za raskid ugovora koji su izrijekom regulirani u prethodnim točkama, stranke zadržavaju pravo da raskinu ugovor zbog kršenja preostalih ugovornih obveza, sukladno odredbama Zakona o obveznim odnosima.
Article 47.	This clause should mirror Article 46.	Accepted	Comment accepted. Amended accordingly.
Article 48.	This clause should be reciprocal. The clause should provide for payment of capped damages – payment of all fees until the end of the term of the TUA is too burdensome	Explained	Comment cannot be accepted. Construction of Terminal based on this Open Season procedure requires a significant investment by the Operator, and the Operator needs to have assurance, while making such investment, that the funds necessary to complete the construction will be in place, and this will be achieved in the manner that Terminal Users duly fulfil their obligations from TUA.
Article 49.	Tko je operator pomorskog terminala?	Accepted	Komentar prihvaćen, odredba je izmijenjena. Radi se o Operatoru.
Article 50.	Article 50(b) – The Operator should be responsible for the insurance of the LNG cargo stock stored in the Terminal.	Accepted	The provision was amended accordingly.
Article 50.	Točka (b) – molim naznačite INCOTerms	Explained	Trajanje osiguranja i pitanje prijelaza rizika za propast i oštećenje UPP-a i plina će biti regulirano naknadno, kada Operator odabere FSRU i sklopi ugovor o održavanju i upravljanju FSRU-om.
Article 51.	Article 51.2(c) – The Operator should be responsible for the insurance of the LNG cargo stock stored in the Terminal.		LNG Cargo remains property of the Terminal User at all times.
Article 51.	Art 51 (2) typo, replace operator with ‘Terminal User’	Accepted	Comment accepted. Amended accordingly.
Article 52.	Article 52.1 – Deletion of communication by fax should be considered.	Explained	Communication by fax is only one of the available possibilities.
Article 53.	Article 53.3 – Assignment clause is too broad. Only receivables should be assigned to the Lenders. Transfer of the whole project should be regulated by direct agreement between the Lenders and the Terminal User so that the Terminal User has a control as to the ability of the new Operator to perform the TUA.	Accepted	Comment accepted. Amended accordingly.
Article 53.	Art 53 (3) typo ‘any if ‘ needs to say ‘any of’	Accepted	Comment accepted. Amended accordingly.
Article 53.	Točka (3) – molimo pojašnjenje	Explained	Svrha odredbe je da se omogući Operatoru da ustupi potraživanja koja ima temeljem TUA prema Korisnicima terminala, za korist zajmodavaca (osoba koje financiraju izgradnju Terminala).
Article 54.	We believe that the seat of the arbitration should be Vienna, Austria.	Not accepted	Comment cannot be accepted.
Article 54.	Točka (2)– zamijeniti Ništa u ovoj Točki s Ništa u ovom Članku.	Accepted	Komentar prihvaćen i izmijenjen.

Article 55.	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	It is clearly stated that Croatian version is governing and should prevail.
Article 55.	Točka (1) - Ostavljamo mogućnost engleskog prava zbog različitih Charter party-a	Explained	Ne možemo prihvatiti ugovaranje stranog prava kao mjerodavnog, jer je djelatnost upravljanja terminalom za UPP regulirana prisilnim propisima.
Article 55.	Točka (3) - Molimo ispravke u hrvatskom jeziku unutar cijelog dokumenta.	Explained	Engleski prijevod je usklađen sa hrvatskim tekstom.
Article 56.	It is not clear what the “sublegal regulations” are.	Explained	Sublegal regulations refer to the bylaws – acts passed by HERA, competent ministry and other energy entities (e.g. TSO) pursuant to the Croatian Gas Market Act.
Article 56.	This clause should be amended so that the Parties will be required to renegotiate the TUA and if they fail to reach an agreement, each of them should be entitled to terminate the TUA.	Explained	Comment cannot be accepted. Amendments of these acts are mandatory and applicable to all agreements on use of the terminal (TUA) which are ongoing at the time of entering into force of the respective acts.
Article 56.	Dodati: Korisnik terminala ima pravo na Aneks Ugovora Korisnik terminala u slučaju izrazito nepovoljnih uvjeta ima pravo na raskid Ugovora	Explained	Comment cannot be accepted. Amendments of these acts are mandatory and applicable to all agreements on use of the terminal (TUA) which are ongoing at the time of entering into force of the respective acts.
Article 57.	It should be made clear in the clause that it is possible to disclose confidential information to all entities referred to in Article 57.2, e.g. subcontractors, affiliates or advisors.	Accepted	Comment accepted. Amended accordingly.
Article 57.	Art 57 (2) 4th bullet – change period to 3 years as 5 too long and non standard	Accepted	Comment accepted. Amended accordingly.
Article 58.	n/a		
Article 59.	Applicability of this clause should be limited to Parties and their directors, officers, agents and employees only.	Accepted	Comment accepted. Amended accordingly
Article 59.	Kako će se vršiti provjera?	Explained	Provjera će se vršiti uvidom u dokument “Restrictive measures (sanctions) in force” kojeg donosi Europska Komisija i objavljuje na svojoj internet stranici
Article 60.	The definitions of Sanctions Lists and Sanctions Authority shall be reviewed for ensuring the applicability in Croatia and ensure that the compliance with Article 60 does not constitute breach of an obligation/duty under an Act or Regulation (e.g. unreasonable refusal to supply).	Explained	Article 60 does not constitute breach of such an obligation/duty under Gas Market Act.
Article 60.	Art 60 (3) add European Union and United Kingdom	Accepted	Comment accepted. Amended accordingly.

Article 61.	A reasonable belief should not be sufficient for the termination the TUA.	Not accepted	Comment cannot be accepted.
Article 61.	Art 61 and 62 should be reciprocal	Explained	These clauses are reciprocal.
Article 61.	Dodati da vrijedi reciprocitet	Explained	These clauses are reciprocal.
Article 62.	A reasonable belief should not be sufficient for the termination the TUA.	Not accepted	Comment cannot be accepted.
Article 63.	Molimo pojašnjenje	Explained	Odredba se prvenstveno odnosi na Korisnike terminala koji su inozemne pravne osobe, sa sjedištem u državama u kojima sukladno važećem pravnom sustavu potencijalno mogu imati imunitet (zaštitu) od podnošenja tužbe ili pokretanja ovrhe. Ovom odredbom se oni odriču takvog imuniteta, u mjeri dopuštenoj zakonom.
Article 64.	Article 64.2 – Only Force Majeure should relieve the Operator from the liability for damage or loss of LNG and Gas.	Explained	The provision is drafted pursuant to the Civil Obligations Act.
Article 64.	Točka (2) – „...u slučaju obične nepažnje Operatora.“ – molim da se ova točka doradi jer ovaj prijedlog teksta nije prihvatljiv.	Explained	Odredba znači da Operator ne odgovara za štetu ili gubitak plina ili UPP-a do kojeg dođe zbog postupanja ili propusta Operatora poduzetnih s običnom nepažnjom.

Annex No. 2 - Gas Accounting Policy

Article 1.	1. Typo on cover page 'Liquefied' and name it Annex 2	Accepted	Comment accepted, and provision corrected accordingly.
Article 1.	1.5. No mention of such ownership in ROO, please explain	Explained	1.5. During the commissioning of the Terminal, the Operator shall fill the connection pipeline with gas. The ownership of that gas is defined in point 1.5.
Article 2			
Article 3	3.1. please define Expert	Explained	3.1. - Expert - shall witness and verify all devices' certification of accuracy levels measurements, gauging and analysis, calibration/validation of equipment referred to in this document. The Expert shall prepare and sign Quantity and Quality Report on the basis of Cargo quantity data, provided by LNG Carrier's Master or his representative and Cargo quality data provided by the Operator (provided that the sampling system is installed in the Terminal).
Article 3	3.1.1.4 add after Terminal User' or authorised representative'	Accepted	Comment accepted. Amended accordingly.
Article 4	4.2 What about the nominations to the TSO and user's obligation to lift?	Explained	Nominations to the TSO should be given separately according to the provisions in the TSO Network code.
Article 4	4.3. Must allow deviation/upflex/downflex! Currently no change possible	Explained	Allowed deviations are stipulated in article 72 of the ROO.
Article 5	5.3 How can Regasification be 'off' if continuous send out necessary?	Explained	Operator prescribed all hypothetical situations
Article 5	5.8 W – price value from day compensation occurred should be used, not day prior to that	Explained	Due to the standard practice, published day ahead prices are usually used for the calculations.
Article 6	6.3.1 – this exceeds current max regas rate of 300km ³ , why?	Explained	. As we stated, all technical data will be updated after the FSRU procurement.
Article 6	6.3.6.5 How can discharge happen without regas?	Explained	6.3.6.5. Gas Accounting Policy has to predict all hypothetical situations.
Article 7			
Article 8	8.1 contradicts with all other numbers being take on beginning of gas day, why?	Explained	For the balancing calculation purposes, end of the Gas Day should be used and not beginning.