

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, General Terms and Conditions, Gas Accounting Policy</i>
Name of the entity responsible for drafting the proposal	<i>LNG Hrvatska LLC</i>
Date of creation:	March 23 rd , 2018

General remarks on regulations or acts

<p>The ROO terms defined in ROO Article 2 Definitions are not listed alphabetically which does not facilitate the purpose of this Article 2 nor the reading of the ROO.</p>	<p>Not accepted</p>	<p>Please note that all definitions are listed alphabetically in Croatian language, and as a consequence, English translation of those same definitions does not follow English alphabetical order. Also, please note that since the ROO represent a bylaw for which Croatian language, as the official language in the Republic of Croatia, may be governing only, we may not list the definitions in the ROO to align with English alphabetical order since the translation of the ROO in English must correspond to Croatian language.</p>
<p>The ROO provides for information from Operator to Terminal User through ‘announcements on its Internet page’. Could this be made in parallel with direct information to the Terminal User?</p>	<p>Accepted</p>	<p>Information will be provided on the Internet page of the Operator and also in parallel, the Terminal User will be provided with relevant information via ETSSAS.</p>
<p>Da li se aktom propisuje izdavanje sredstva osiguranja koje bi trebao izdati Operator, a vezano za urednog izvršenje posla? Postoji samo način vrednovanja štete.</p>	<p>Pojašnjeno</p>	<p>Skrećemo pažnju da Pravila ne predviđaju navedenu obvezu Operatora.</p>
<p>S obzirom da ovim obrascem nije obuhvaćen Prijedlog Ugovora o zajedničkom korištenju terminala, ovim putem bi htjeli istaknuti kako smatramo da je traženi iznos bankovne garancije koji je potrebno dostaviti temeljem točke 5.1.1. Ugovora, vrlo visok te da će, ako uzmemo u obzir obvezu dostave drugih sredstva osiguranja plaćanja u svrhu korištenja Terminala i transportnog sustava, korisnike sustava dodatno financijski opteretiti.</p>	<p>Pojašnjeno</p>	<p>Skrećemo pažnju da nismo u mogućnosti komentirati ili mijenjati Prijedlog Ugovora o zajedničkom korištenju terminala u sklopu javne rasprave o Pravilima budući da navedeni Ugovor nije dio Pravila. Operator će u svojoj komunikaciji s Korisnicima vezano uz predmetni Ugovor uzeti u obzir komentare Korisnika.</p>

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

Rules of Operation

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.	Not accepted	Please note that it is not standard practice in Croatia to regulate that a certain bylaw supersedes another one in case of conflict. In case any GTC/ROO conflict arises, it would be settled by the general rules of interpretation and application of the legal norms. Please bear in mind that TUA, as a commercial contract between private parties, should be in accordance with the all regulations in force in Croatia (including ROO and GTC).
Article 2.	Article 2.6 – We believe that both 24 and 30 days periods are too short. Our preference is to extend these periods to 60 days.	Accepted	The provision was amended accordingly and was moved to GTC.
Article 2.	Article 2.32 – Our preference is to include the following phrase: <i>“that Operator, acting as a Reasonable and Prudent Operator, determines must be present in the Terminal on a continuous basis”</i> .	Accepted	The provision was amended accordingly.
Article 2.	Article 2.44 – We assume that the FSRU Operator will be a subcontractor of the Operator for which the Operator will be fully responsible, and the Terminal User will not have any contractual relationship with the FSRU Operator.	Explained	That is correct.
Article 2.	Article 2.45 and 2.46 – These definitions are too broad. They should only cover those entities that are engaged in dealings between the Terminal User and the Operator.	Explained	This provision represents a standard definition and definition is amended according to comments from the last public consultation.

Article 2.	Article 2.53 – Definition of Consequential Loss should be redrafted. In the current wording, the definition may be interpreted as too broad because it includes a reference to Damages (direct or indirect). This may lead to a too broad limitation of liability of the Parties.	Accepted	The provision was amended accordingly. Please note that this definition is now provided under Art. 2.2.51 of the ROO.
Article 2.	Article 2.64 – We believe that the definition should refer to the Operator’s obligation to comply with the applicable laws and regulations.	Accepted	The provision was amended accordingly. Please note that the definition of “Reasonable and Prudent Energy Entity” is now provided under Art. 2.2.62 of the ROO.
Article 2.	Article 2.66 – It needs to be made clear in the documentation that any changes in Natural Gas Quality Specification and Terminal’s Technical Characteristics introduced after the allocation of capacities should not be allowed, unless the Terminal Users are allowed to terminate their capacity bookings	Partially accepted	Natural Gas Quality is out of our scope, the Agency is the one that has all the power over the regulations on a national level. Regarding the changes in Technical Characteristics, Terminal Users will be able to terminate the contract in case of significant changes, which issue shall be dealt in TUA, but not the ROO.
Article 2.	Article 2.71 – This definition of damages seems to be too broad. It should cover only direct and reasonable damages, but exclude loss of profits.	Comment not clear, explained	Please note that the definition of “Damages” is now provided in Art. 2.2.69 of the ROO. Please bear in mind that the fact that the <u>definition</u> of term “Damages” includes loss of profit, does not mean that the Terminal Users shall be responsible for loss of profit, as indicated in the comment. Responsibility for loss of profit is expressly excluded by carving out Terminal Users’ responsibility for Consequential Loss (which includes loss of profit) in the GTC (see Art. 32 of the GTC).
Article 2.	Article 2.73 – It needs to be made clear in the documentation that any changes in Natural Gas Quality Specification and Terminal’s Technical Characteristics introduced after the allocation of capacities should not be allowed, unless the Terminal Users are allowed to terminate their capacity bookings.	Partially accepted	Natural Gas Quality is out of our scope, the Agency is the one that has all the power over the regulations on a national level. Regarding the changes in Technical Characteristics, Terminal Users will be able to terminate the contract in case of significant changes, which issue shall be dealt in TUA, but not the ROO.
Article 2.	Article 2.77 – This definition should make it clear what activities/services will be available for the Terminal User and will form a Slot.	Accepted	The provision was amended accordingly. Please note that the definition of the “Slot” is now provided in Article 2.2.76.
Article 2.	Article 2.82 – We assume that this agreement will be negotiated.	Explained	Final version of the TUA is still being composed and it will be sent to all of the Terminal Users for review. Once it is completed, it is not intended to be negotiable.

Article 2.	Article 2.88 – This definition is unclear. Please note that the first sentence covers also the physical storage of LNG.	Accepted	The provision was amended accordingly. Please note that the definition of the “Virtual Storage” is now provided in Article 2.2.86.
Article 2.	Article 2.91 – 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.	Accepted	The provision is amended accordingly.
Article 2.	"Dostupna količinu UPP-a za posudbu"- treba ispraviti raspored usluga u definiciji na način da piše "Raspored usluga".	Prihvaćeno	Odredba odgovarajuće izmijenjena. Skrećemo pažnju da se definicija „Dostupna količina UPP-a za posudbu“ sada nalazi u čl. 2.2.7. Pravila.
Article 2.	"Posljedični gubici" - definicija nije usklađena s hrvatskim pravom.	Prihvaćeno	Odredba odgovarajuće izmijenjena. Skrećemo pažnju da se definicija „Posljedični gubici“ sada nalazi u čl. 2.2.51. Pravila.
Article 3.	n/a		
Article 4.	This clause needs to 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	Provision corrected accordingly. The provision now stipulates that the right to use the Terminal may be limited only in cases expressly stipulated by the ROO and applicable regulations.

Article 5.	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	<p>The Operator does not have any legal grounds to enter into a separate agreement with the TSO because only entities hold a valid gas supply and/ or gas trading license in the Republic of Croatia may conclude an agreement with TSO, and the Operator does not have such licences.</p> <p>Furthermore, 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 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.</p>
Article 5.	No material changes to the Terminal's Technical Characteristics should be introduced after the capacities are allocated. In the event of any changes, the Terminal Users should be entitled to cancel/terminate their reservations.	Accepted	Regarding the changes in Technical Characteristics, Terminal Users will be able to terminate the contract in case of significant changes, which issue shall be dealt in TUA, but not the ROO.
Article 5.	Kako se objavljuju (po kojem postupku) tehnički uvjeti terminala i kada?	Objašnjeno	Tehnički uvjeti terminala kao zaseban dokument će se objaviti na Internetskoj stranici Operatora nakon potpisivanja ugovora o kupnji FSRU-a tj. dobivanjem konkretnih i pouzdanih tehničkih podataka od strane proizvođača.
Article 5.	Slažemo se s komentaram da ne bi trebale biti značajne izmjene Tehničkih uvjeta terminala nakon raspodjele kapaciteta.	Prihvaćeno	Ne očekuju se značajne promjene po pitanju Tehničkih karakteristika terminala nakon potpisivanja Ugovora. Ukoliko do njih dođe, Korisnik će imati pravo raskinuti Ugovor, koje pitanje će biti definirano u Ugovoru.

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	<p>The Operator does not have any legal grounds to enter into a separate agreement with the TSO because only entities hold a valid gas supply and/ or gas trading license in the Republic of Croatia may conclude an agreement with TSO, and the Operator does not have such licences.</p> <p>Furthermore, 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 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.</p>
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.	Accepted	The provision was amended to provide for Operator's obligation to build the Terminal. Please note that questions of conditions and deadlines for construction of the Terminal are regulated in TUA, not ROO
Article 8.	This clause establishes a firm obligation of the Operator. Instead of " <i>the Operator seeks</i> ", the clause needs to be drafted such that the Operator is required/under a strict obligation, and not some sort of reasonable endeavours type of obligation.	Accepted	The provision was amended to provide for Operator's obligation to build the Terminal. Please note that questions of conditions and deadlines for construction of the Terminal are regulated in TUA, not ROO
Article 8.	Zašto je uopće naveden u ROO planirani rok izgradnje Terminala ako je riječ o samo indikativnom roku kao što je navedeno u odgovorima na komentare (str.10.)? Da li je rok naveden u TUA kao krajnji rok za postizanje COD definitivan rok ili je podložan daljnjoj izmjeni?	Prihvaćeno	Odredba odgovarajuće izmijenjena tako da se više ne navodi rok izgradnje.

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.	Accepted	The provision was amended accordingly. Please note that the issue of Commissioning Cargo is now deleted from the ROO, and the legal consequences of late Commissioning Cargo (and consequently delay with the COD), which are Operator's responsibility, 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.	Explained	That situation is regulated in TUA.
Article 9.	Zašto viša sila nije definirana u ROO dok se definira u GTC?	Pojašnjeno	Navedeni pojam je definiran u Općim uvjetima koji su sastavni dio Pravila, stoga je pravno gledajući, pojam definiran kako je predloženo u komentaru. Govoreći s aspekta nomotehnike dokumenata, Operator je nastojao pitanja koja su više komercijalne naravi regulirati u Općim uvjetima, dok je pitanja koja su više tehničke naravi regulirao u Pravilima.
Article 9.	Koje su ostale okolnosti koje su izvan kontrole ili odgovornosti Operatora?	Pojašnjeno	Riječ je o onim okolnostima za koje Operator ne odgovara i koje su izvan njegove kontrole (primjerice, kašnjenje povezanih radova na transportnom sustavu koje bi utjecalo na kašnjenje radova vezano uz Terminal).
Article 9.	Iz članka nije jasno što je neuspjeh dostave Tereta za puštanje u pogon i čija je to odgovornost.	Prihvaćeno	Odredba je izmijenjena na odgovarajući način. Ističemo da je pitanje dostave Tereta za puštanje u pogon sada izbrisano iz Pravila, a pravne posljedice zakašnjenja s puštanjem u pogon (i time kašnjenje s COD-om), što su odgovornosti Operatora, su regulirane u TUA.
Article 10.	n/a		

Article 11.	Is 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.	Accepted	The provision was amended accordingly. The principles of capacity allocation imply that the rights of Terminal Users with already allocated capacities are never affected by the next rounds of unused capacity allocation.
Article 11.	Predlažemo da se u definiciju Tehnološki kapacitet Terminala doda da taj kapacitet ovisi i o tehnološkom kapacitetu transportnog sustava.	Objašnjeno	U članku 10 Pravila je jasno navedeno da je tehnološki kapacitet terminala veći od tehnološkog kapaciteta transportnog sustava i limitiran je njime trenutačno, no u budućnosti to neće biti tako te je stoga nepotrebno navoditi u definicijama Pravila.
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	Please note that Article 12 explains the commissioning <u>management and supervision</u> of the Terminal, not commissioning cargo purchase procedure.
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.	Comment not clear.	Please note that Article 12/2 regulates management and supervision of the Terminal once it is in commercial operation, which comes after commissioning, as noted in the comment.
Article 12.	Gdje je u OS Pravilima naveden rok za puštanje u pogon? Da li se misli na 01.03.2020.?	Objašnjeno	Pravila provedbe obvezujuće faze Open Season postupka i Pravila korištenja terminala za UPP su dva različita dokumenta koji reguliraju različite faze u postojanju terminala za UPP. Rok za puštanje u pogon je naveden u Ugovoru o korištenju terminala: 1.1.2020.
Article 13.	n/a		
Article 14.	Article 14.2 – Please consider reinstating the deleted phrase that allows the Parties to agree to smaller or larger Cargo to be discharged and establish a different maximum Allowed Laytime.	Accepted	The provision was amended accordingly. Please note that according to the ROO, the Parties may agree on a smaller or larger Cargo and may agree on a different maximum Allowed Laytime, as requested in the comment (see Arts. 2.2.66., 14.1.2. and 65)

Article 14.	Article 14.4 – The introduced liability caps seem to be on the low side. Their increase should be considered. The same mechanism should apply to the liability of the Terminal Users.	Explained	Please note that the clause was deleted from ROO and moved to GTC. After commencement of the public consultation with regard to ROO and GTC, the tariff for LNG Regasification Services has been additionally decreased. Consequently, the Operator's revenue will be significantly lower and thus, the Operator cannot accept such steep liability amounts.
Article 14.	Article 14.4 – Operator's daily liability shall be increased to 500,000 EUR/day.	Explained	Please note that the clause was deleted from ROO and moved to GTC. After commencement of the public consultation with regard to ROO and GTC, the tariff for LNG Regasification Services has been additionally decreased. Consequently, the Operator's revenue will be significantly lower and thus, the Operator cannot accept such steep liability amounts.
Article 14.	Točka 1.1. – „i koji dostavlja Teret unutar Vremena dolaska navedenog u odobrenom Rasporedu Usluga“; - molim definirati Vremena (Vremena Dolaska)	Pojašnjeno	U komentaru se traži da se u Pravilima definira pojam “Vrijeme dolaska”, međutim navedeni pojam je već definiran u čl.2.2.88 Pravila.
Article 14.	Točka 2 - Da li se ograničenje odnosi na odgovornost Operatora za sve korisnike i neovisno o broju događaja? Smatramo da su maksimalni iznosi preniski i da bi trebali vrijediti po događaju.	Objašnjeno	Pojašnjavamo da ograničenje odgovornosti je određeno kumulativno za sve postojeće Korisnike, neovisno o broju događaja. Operator mora ograničiti svoju odgovornost do određene mjere budući da u suprotnom neželjeni događaj, koji ne mora biti izazvan krivnjom Operatora, može povući nebrojeno mnogo posljedica i nesagledive troškove. Skrećemo pažnju da je ovo pitanje sada regulirano u OU.
Article 14.	(2) (i) – Smatramo da šteta ne bi trebala biti limitirana na dnevnoj odnosno godišnjoj osnovi	Objašnjeno	Operator mora kumulativno ograničiti svoju odgovornost do određene mjere budući da u suprotnom neželjeni događaj, koji ne mora biti izazvan krivnjom Operatora, može povući nebrojeno mnogo posljedica i nesagledive troškove. Skrećemo pažnju da je ovo pitanje sada regulirano u OU.
Article 15.	n/a		
Article 16.	n/a		

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 corrected accordingly. The provision now stipulates that the right to use the Terminal may be limited only in those cases which are expressly stipulated by the ROO and applicable regulations.
Article 18.	n/a		
Article 19.	U OS Pravilima Open Season Binding Phase Capacity Request Form količine se izražavaju u kWh	Prihvaćeno	Primjedba je prihvaćena. Ujednačene su mjerne jedinice.
Article 20.	Please confirm that Article 20 (2) refers to 'the lowest total minimum Regasification Capabilities' and not the highest	Explained	Confirmed, Article 20 (2) refers to 'the lowest total minimum Regasification Capabilities' and not the highest
Article 21.	n/a		
Article 22.	In article 22 (3), please confirm what is the mechanism intended behind 'iterated' Annual Capacity Booking	Explained	This simply means that the process of Annual Capacity Booking will be done again, regardless of the deadlines set by the ROO. Therefore, the mechanism of 'iterated' Annual Capacity Booking is the same as for the 'initial' Annual Capacity Booking as both refer to the same procedure regulated by Arts. 17 – 35 of the ROO. Also, please note that due to Terminal Users' requests to prolong some of the deadlines for the procedure of allocation of capacities, the deadline for beginning of the Annual Open Season was moved to 15th May.
Article 23.	Što znači da se Zahtjevi i dokumenti neće slati kasnije od 60 dana prije početka korištenja? Ako to znači da ih Operator neće primati, predlažemo preformulirati ovo odredbu i navesti da neće od strane Operatora biti prihvaćeni zahtjevi koji pristignu nakon. U protivnom, predlažemo brisanje jer nema smisla.	Prihvaćeno	Odredba izmijenjena na odgovarajući način.

Article 23.	Što znači da Zahtjevi mogu biti "podneseni pod drugim uvjetima temeljem dogovora"? Koja je svrha uređenja ovog pitanja u ROO ako mogu bilo kad promijeniti uvjeti?	Prihvaćeno	Odredba izmijenjena na odgovarajući način. Sada odredba izrijeком predviđa da Zahtjevi mogu biti podneseni prema uvjetima <u>od onih određenih Pravilima</u> temeljem dogovora između Korisnika Terminala i Operatora. Svrha navedene odredbe je izrijeком propisati da Korisnik Terminala i Operator imaju fleksibilnost da dogovore drugačije uvjete koji se odnose na Zahtjeve od onih predviđenih Pravilima.
Article 23.	Kako se određuje tko je ranije podnio zahtjev za Rezerviranje kratkoročnih kapaciteta (kao kriterij za raspodjelu) - od kad teče rok za podnošenje zahtjeva i na koji način su potencijalni korisnici obaviješteni o trenutku od kad se može podnijeti zahtjev? Što ako više korisnika istovremeno podnese zahtjev a nema dovoljno kapaciteta?	Objašnjeno	Slijedom zaprimanja se daje prednost Korisnicima. Rok za podnošenje zahtjeva teče od poziva od strane Operatora na njegovoj Internetskoj stranici.
Article 24.	n/a		
Article 25.	Article 25 (1) – Terminal Users shall obtain a valid supply and/or gas trading license in the Republic of Croatia no later than the start of the commercial operation of the Terminal.	Accepted	Accepted and the provision was amended accordingly. Please note that this issue is defined in TUA, and the Terminal Users will need to obtain the license in a reasonable period (as defined in TUA) before start of provision of the Services.
Article 26.	Smatramo da je neprecizno određeno koji se to uvjeti moraju ispuniti uz stalne reference na druge dokumente. Nije jasno zašto bi Korisnik davao objašnjenje oko neispunjenja uvjeta i temeljem čega bi Operator imao pravo temeljem diskrecijske ocjene nekome uvažiti objašnjenje a nekome ne.	Objašnjeno	Komentar nije jasan budući da se odredba uopće ne referira na druge dokumente. Skrećemo pažnju da Korisnik Terminala nema obvezu nego <u>pravo</u> obavijestiti Operatora o mogućem neispunjenju uvjeta postavljenih u Pravilima od strane Podnositelja zahtjeva. Da li će Korisnik Terminala imati (poslovni ili kakav drugi) interes iskoristiti navedeno pravo propisano Pravilima i slati predmetnu obavijest Operatoru, ovisi o stavu samog Korisnika Terminala i njegovoj odluci u konkretnoj situaciji. Svrha navedene odredbe je dati mogućnost Korisnicima Terminala da, prema vlastitoj odluci, reagiraju i obavijeste Operatora o mogućem neispunjenju uvjeta postavljenih u Pravilima od strane Podnositelja zahtjeva. Skrećemo pažnju da, iako odredba predviđa pravo (a ne obvezu) Operatora nema pravo temeljem ove odredbe postupati diskriminatorno, već će postupati u jednakim situacijama jednako, i osigurati objektivne, jednake i transparentne uvjete pristupa terminalu, sukladno Zakonu o tržištu plina.

Article 26.	Koja je svrha ove odredbe?	Objašnjeno	Skrećemo pažnju da Korisnik Terminala nema obvezu nego <u>pravo</u> obavijestiti Operatora o mogućem neispunjenju uvjeta postavljenih u Pravilima od strane Podnositelja zahtjeva. Da li će Korisnik Terminala imati (poslovni ili kakav drugi) interes iskoristiti navedeno pravo propisano Pravilima i slati predmetnu obavijest Operatoru, ovisi o stavu samog Korisnika Terminala i njegovoj odluci u konkretnoj situaciji. Svrha navedene odredbe je dati mogućnost Korisnicima Terminala da, prema vlastitoj odluci, reagiraju i obavijeste Operatora o mogućem neispunjenju uvjeta postavljenih u Pravilima od strane Podnositelja zahtjeva. Skrećemo pažnju da, iako odredba predviđa pravo (a ne obvezu) Operatora nema pravo temeljem ove odredbe postupati diskriminatorno, već će postupati u jednakim situacijama jednako, i osigurati objektivne, jednake i transparentne uvjete pristupa terminalu, sukladno Zakonu o tržištu plina.
Article 26.	Ovako formulirana odredba otvara mogućnost diskriminatornom postupanju i nije u skladu sa zakonom o tržištu plina. Predlažemo na jednom mjestu navesti sve uvjete i imati istovjetno postupanje za sve slučajeve njihovog ispunjenja/neispunjenja.	Objašnjeno	Skrećemo pažnju da Korisnik Terminala nema obvezu nego <u>pravo</u> obavijestiti Operatora o mogućem neispunjenju uvjeta postavljenih u Pravilima od strane Podnositelja zahtjeva. Da li će Korisnik Terminala imati (poslovni ili kakav drugi) interes iskoristiti navedeno pravo propisano Pravilima i slati predmetnu obavijest Operatoru, ovisi o stavu samog Korisnika Terminala i njegovoj odluci u konkretnoj situaciji. Svrha navedene odredbe je dati mogućnost Korisnicima Terminala da, prema vlastitoj odluci, reagiraju i obavijeste Operatora o mogućem neispunjenju uvjeta postavljenih u Pravilima od strane Podnositelja zahtjeva. Skrećemo pažnju da, iako odredba predviđa pravo (a ne obvezu) Operatora nema pravo temeljem ove odredbe postupati diskriminatorno, već će postupati u jednakim situacijama jednako, i osigurati objektivne, jednake i transparentne uvjete pristupa terminalu, sukladno Zakonu o tržištu plina.
Article 26.	Can you confirm article 26 is based on reporting to Operator made by Terminal Users and relating to another Terminal User? Article 26 allows Operator to ‘unilaterally terminate’ the TUA, are any safeguards or appeal procedure intended or will it belong to the sole Operator to proceed?	Accepted	The provision corrected accordingly. The provision now expressly refers to both non-compliance of an Applicant <u>or Terminal User</u> . Regarding the question on the safeguards / appeal procedure, please note that Croatian legislation (especially the Gas Market Act) provides for various legal remedies against Operator’s decisions.

Article 27.	n/a		
Article 28.	n/a		
Article 29.	Da li bi trebalo u stavku 1., točka 1. zamijeniti "Mjesečni Raspored" sa formulacijom "Zahtjev za rezervacijom kratkoročnih kapaciteta"? Mjesečni raspored je definiran kao "raspored usluga za mjesec u plinskoj godini". Zašto bi se Zahtjev odbio zbog neodgovarajućeg Mjesečnog rasporeda?	Objašnjeno	Ne, odredba je pravilno napisana. Skrećemo pažnju da bi se zahtjev odbio zbog neodgovarajućeg Mjesečnog rasporeda u slučaju da predloženi Mjesečni raspored uz Zahtjev nije usklađen sa postojećim Zajedničkim rasporedom korištenja terminala.
Article 30.	n/a		
Article 31.	Zašto je previđeno pravo odustanka (odbijanja dodijeljenih kapaciteta) kod Rezerviranja kratkoročnih kapaciteta? Što znači da se "navedeni kapaciteti ne mogu koristiti u mjeri u kojoj ih je Korisnik Terminala zatražio" - zar nije ovo situacija gdje se mogu koristiti u zatraženoj mjeri jer su odobreni a Korisniku Terminala samo ne paše raspored?	Prihvaćeno	Odredba je izmijenjena na odgovarajući način. Riječ je o situaciji u kojoj su Korisnik Terminala dodijeljeni Kapaciteti ponovnog uplinjavanja UPP-a tijekom Rezerviranja kratkoročnih kapaciteta u manjoj mjeri nego je to zatražio budući da ostali Korisnici Terminala nisu dali pristanak za promjenu rasporeda.
Article 32.	Predlažemo produženje roka na 15 dana obzirom da su procedure za potpisivanje ovako velikih ugovora u pojedinim trgovačkim društvima dugotrajne.	Odbijeno	Sam proces ugovaranja traje prilično dugo tako da bi Korisnici trebali biti spremni za potpisivanje. Podrazumijeva se da su sve bitne odluke već prethodno donesene i da je potpisivanje samo konačan čin formalnosti. Odgovor je već priložen u Pravilima provedbe Obvezujuće faze Open Season postupka te će verzija s potrebnim izmjenama također biti poslana Korisnicima odmah po završetku s doradama.
Article 33.	Istovjetna naknada za nepotpisivanje Ugovora predviđena je u članku 34.	Prihvaćeno	Odredba izmijenjena na odgovarajući način, tako da sada samo čl. 34 regulira predmetnu naknadu.
Article 33.	Predlažemo produženje roka na 15 dana obzirom da su procedure za potpisivanje ovako velikih ugovora u pojedinim trgovačkim društvima dugotrajne.	Odbijeno	Sam proces ugovaranja traje prilično dugo tako da bi Korisnici trebali biti spremni za potpisivanje. Podrazumijeva se da su sve bitne odluke već prethodno donesene i da je potpisivanje samo konačan čin formalnosti.

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	<p>The Operator does not have any legal grounds to enter into a separate agreement with the TSO because only entities hold a valid gas supply and/ or gas trading license in the Republic of Croatia may conclude an agreement with TSO, and the Operator does not have such licences.</p> <p>Furthermore, 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 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.</p>
Article 34.	Predlažemo brisati kaznu za nepotpisivanje ugovora u roku kao nepotrebnu, neuobičajenu i previsoku.	Objašnjeno	S obzirom na okolnosti u kojima se LNG Hrvatska nalazi kao Operator terminala za UPP, visoka ulaganja i dugoročni povrati nužno povlače penalizaciju uslijed nepotpisivanja ugovora. Budući da se radi o velikoj odgovornosti, sredstvima i obvezama, Operator mora imati određenu garanciju za ispunjenje obveza od strane Korisnika. Ukoliko kazna za nepotpisivanje ne bi postojala, javila bi se realna mogućnost odustajanja Korisnika od zakupa kapaciteta što bi imalo iznimno velike i teško nadoknadive štetne posljedice za Operatora.
Article 35.	Article 35.11 – It should be clear from the clause that the list of the reasons for refusal in exhaustive.	Explained	Please note that the list of grounds for refusal provided in Art. 35/11 of the ROO does not contain any “other” grounds for refusal, but provides for only 4 grounds. Therefore, it follows from the provision that the list is exhaustive.

Article 35.	Does article 35(6) allow for rejection by Operator or a transfer of LNG regasification capacities to a third party for reasons other than not complying with the mandatory prerequisites to become a terminal user? Should Operator's decision be negative, will the decision need to be motivated with valuable rejections? Can the transferring Terminal user disagree ask for a review?	Explained	Art.35/11 regulates this issue – there are 4 grounds for Operator denying its consent to the transfer, only 1 of which is when the acquirer does not meet the conditions set in legal regulations for Terminal User. Regarding the question on the safeguards / appeal procedure, please note that Croatian legislation (especially the Gas Market Act) provides for legal remedies against Operator's decisions.
Article 35.	Stavkom 1. člankom 35. je propisano da će Korisnik Terminala imati pravo prenijeti neiskorištene kapacitete koji su mu dodijeljeni na Sekundarnom tržištu. Molim Vas za pojašnjenje da li to znači da će korisnicima terminala koji su dobili kapacitet na sekundarnom tržištu bit omogućeno daljnje trgovanje tim istim kapacitetima ili je u stavku 1. omaškom napisano na Sekundarnom tržištu umjesto Primarnom tržištu?	Prihvaćeno	Odredba izmijenjena na odgovarajući način. Odredba je pojašnjena te regulira mogućnost prijenosa Neiskorištenih kapaciteta na Sekundarnom tržištu (a ne Neiskorištenih kapaciteta koji su Korisniku Terminala dodijeljeni na Sekundarnom tržištu).
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.	Partly accepted	The provision is amended accordingly.
Article 37.	Article 37.1 – It should be an obligation of the Operator to purchase and maintain the LNG Heel.	Not accepted	Please note that it is not possible to accept the comment due to the fact that the Operator does not have property over gas.
Article 37.	Stavak 1. - Što znači promijeniti način rada Terminala u kontekstu ove odredbe koja govori o Rasporedima i da li to utječe na Raspored usluga koji je prvobitno odobren od strane Operatora? Ukoliko ova odredba govori samo o tome da se prilikom inicijalnog utvrđivanja Rasporeda usluga Operator konzultira s korisnicima, trebalo bi brisati dio o promjeni načina rada Terminala jer ne pripada ovdje.	Objašnjeno	Promjena načina rada bi upućivala na situacije koje su van kontrole Operatora, ugrožavaju stalni, prikladni i sigurni rad Terminala i koje bi potencijalno utjecale na postojeći Raspored usluga.
Article 37.	Smatramo da održavanje Minimalne operativne razine UOO-a nije adekvatno uređeno. Operator mora propisati o kojoj je količini riječ za svakog korisnika.	Objašnjeno	Određen je iznos Minimalne operativne količine, a održavanje iste će utjecati na svakog Korisnika ovisno o njegovoj količini Tereta u Terminalu. Korisnik koji u danom trenutku ima Teret u Terminalu, on je odgovoran za održavanje Minimalne razine UPP-a.

Article 37.	Stavak 2. - u drugom redu "zatraženi Rasporedi" bi trebali biti zamijenjeni sa "zatraženi rasporedi" jer nije riječ o definiranom pojmu.	Prihvaćeno	Odredba je izmijenjena na odgovarajući način.
Article 37.	Stavak 4. - Kao generalni komentar, smatramo da ne bi trebalo za prijedlog korisnika o rasporedu kapaciteta koristiti termin "Raspored usluga predan od strane Korisnika Terminala Operatoru", "Mjesečni raspored" ili "Godišnji raspored". Korisnici mogu davati samo prijedlog a "Mjesečni raspored" ili "Godišnji raspored" su "rasporedi usluga za godinu/mjesec u plinskoj godini" što može utvrditi samo Operator a ne korisnik. Nadalje, što bi bili "Mjesečni rasporedi dodijeljeni tijekom Rezervacije kratkoročnih kapaciteta" - zar se ne dodjeljuju tijekom Rezervacije kratkoročnih kapaciteta samo kapaciteti a kasnije utvrđuje Mjesečni raspored?	Objašnjeno	Načelno se slažemo, ali skrećemo pažnju da se navedena odredba referira na (odobrene) Mjesečne rasporede koji su izmijenjeni nakon procesa Rezervacije kratkoročnih kapaciteta, radi čega je odredba ispravno napisana
Article 38.	Nije razvidno koje su (i da li postoje) minimalne dnevne i mjesečne količine uplinjavanja. Predlažemo propisati odnosno pojasniti da li Korisnik može slobodno pojedine dane/ mjesece nominirati 0 m3/sat? Odnosno da li je Korisnik dužan ispoštovati samo godišnje najavljene količine koje je naveo u zahtjevu.	Objašnjeno	Skrećemo pažnju da nije na Operatoru da propisuje količine potrebne Korisniku o određenom trenutku. Korisnik potražuje koliko mu je potrebno, no uvijek u skladu s Mjesečnim i Godišnjim rasporedom.
Article 39.	Predlažemo jasnije napisati članak 39.	Komentar nije jasan	Ističemo da komentar nije jasan budući da ne specificira koji dio odredbe korisnik smatra nejasnim. Prema shvaćanju Operatora i drugih korisnika, članak je jasno napisan.
Article 39.	Predlažemo navesti da se rok od 5 dana računa od isteka roka za predaju planova Godišnjeg rasporeda ili na drugi način definirati početak tjeka roka.	Prihvaćeno	Izmijenjeno u skladu s prijedlogom.
Article 39.	Nadalje, prema stavku 2. Operator ispituje da li planovi Godišnjih rasporeda ispunjavaju uvjete iz stavka 1., dok stavak 1. govori o uvjetima koje mora zadovoljiti Zajednički raspored korištenja. Trebalo bi biti jasno da je riječ o <i>planu</i> Zajedničkog rasporeda korištenja koji priprema Operator na temelju na temelju <i>planova</i> Godišnjih rasporeda, te da Operator, ukoliko su ispunjeni uvjeti, utvrđuje i odobrava Godišnje rasporede i Zajednički raspored korištenja Terminala.	Prihvaćeno	Izmijenjeno u skladu s prijedlogom.

Article 39.	Kombinirani Godišnji raspored u stavku 1., točka 2. trebalo bi zamijeniti sa Zajednički raspored korištenja Terminala.	Prihvaćeno	Izmijenjeno u skladu s prijedlogom.
Article 39.	Stavak 1.2. – „jesu li Vremena dolaska Brodova za prijevoz UPP-a međusobno kompatibilna, s obzirom da prema godišnjem Zajedničkom rasporedu korištenja Terminala postoji vremenski period od barem 3 (tri) dana između Vremena dolaska jednog Broda za prijevoz UPP-a i Vremena dolaska sljedećeg Broda“; - molim definirati Vremena (Vremena Dolaska)	Objašnjeno	U komentaru se traži da se u Pravilima definira pojam “Vrijeme dolaska”, međutim navedeni pojam je već definiran u čl.2.2.88 Pravila.
Article 40.	Article 40(1)2: is it to the 'Terminal Users' to coordinate themselves to make their schedules coherent? If yes, could you please confirm this process has been validated pursuant to Croatian and EU competition law?	Explained.	Confirmed. Please note that only if Annual Schedule drafts submitted by any of Terminal Users do not comply with the conditions set forth in article 39 of these ROO, Terminal Users <u>have the right</u> (not an obligation) to eliminate the inconsistencies with requirements of these ROO and/ or coordinate among themselves the Annual Schedule drafts within the given deadline. If they fail to coordinate Annual Schedule drafts, Operator shall correct the Annual Schedule drafts. Such procedure is already used on other similar LNG Terminals and complies with the laws since it is up to the Terminal Users to decide how they wish to correct their Annual Schedule drafts – coordinate corrections among themselves or leave it to the Operator. This is also in accordance with Art. 33 of the GMA (which provides that Operator shall manage the Terminal in a reliable and efficient manner) since such coordination enables efficient coordination and management of the Terminal.
Article 40.	Tko usklađuje Godišnji raspored? Korisnici Terminala ili Operator? Da li je plan Godišnjeg rasporeda jednog od Korisnika Terminala poznat svim Korisnicima Terminala ili samo Operatoru?	Objašnjeno	U prvom koraku, Korisnici Terminala imaju pravo (ne i obvezu) međusobno uskladiti Godišnje rasporede na inicijativu Operatora, u koju svrhu Operator distribuira planove Godišnjih rasporeda svih Korisnika Terminala (čl. 40/1/1 Pravila), ili na vlastitu inicijativu Korisnika Terminala ako će sami Korisnici Terminala donijeti takvu poslovnu odluku, bez da ih Operator na to posebno pozove (čl. 40/2). U drugom koraku, ako Korisnici Terminala ne bi međusobno uskladili planove Godišnjih raspored, Operator ima pravo sam ispraviti/uskladiti planove Godišnjih rasporeda Korisnika Terminala (čl. 40/1/2 i čl. 40/3 Pravila)

Article 40.	Stavak 1.1. – na koji način Operator „predlaže“ da se „uklone nedosljednosti ... i/ili .. da međusobno usklade planove Godišnjih rasporeda“?	Objašnjeno	Zadaća Operatora je ukazati Korisnicima na nedosljednosti i dati prijedlog rješenja oko čega se Korisnici moraju međusobno dogovoriti. Komunikacija između Operatora i Korisnika Terminala se odvija sukladno opće propisanom načinu komunikacije (v. čl. 91 – 93 Pravila).
Article 40.	Da li se pod „nedosljednostima“ podrazumijeva nezadovoljavanje uvjeta (1. i 2.) propisani u članku 39. stavku 1.?	Objašnjeno	Podrazumijevaju se uvjeti iz članka 39.
Article 40.	Stavak 2 – „, U slučaju kada nema nedosljednosti u planovima Godišnjih rasporeda, najkasnije u roku od 3 (tri) kalendarska dana od dana predavanja Godišnjih rasporeda, Korisnici Terminala <u>imaju pravo Operatoru dati međusobno usklađene planove</u> Godišnjeg rasporeda.“ Tko provjerava da li su planovi usklađeni? Korisnici ili Operator? Na koji način Korisnici daju međusobno usklađene planove? Koji je odnos čl. 39. i ovog stavka - tko ima prednost prilikom usuglašavanja Godišnjih rasporeda - korisnici ili Operator? Kao tehnički komentar, "3 kalendarska dana od dana predavanja Godišnjeg rasporeda" trebalo bi zamijeniti sa "3 kalendarska od dana predavanja <i>plana</i> Godišnjeg rasporeda". Ostaje otvoreno na koji način bi korisnici trebali znati kad počinje teći rok od 3 dana (odnosno kad je posljednji korisnik predao plan)? Predlažemo doraditi odredbu na način da se otklone sve istaknute dvojbe.	Prihvaćeno	Izmijenjeno u skladu s prijedlogom. Pojašnjavamo da u prvom koraku, Korisnici Terminala imaju pravo (ne i obvezu) međusobno uskladiti Godišnje rasporede na inicijativu Operatora, u koju svrhu Operator distribuira planove Godišnjih rasporeda svih Korisnika Terminala (čl. 40/1/1 Pravila), ili na vlastitu inicijativu Korisnika Terminala ako će sami Korisnici Terminala donijeti takvu poslovnu odluku, bez da ih Operator na to posebno pozove (čl. 40/2). U drugom koraku, ako Korisnici Terminala ne bi međusobno uskladili planove Godišnjih raspored, Operator ima pravo sam ispraviti/uskladiti planove Godišnjih rasporeda Korisnika Terminala (čl. 40/1/2 i čl. 40/3 Pravila). Procedura iz čl. 39 se primjenjuje ako, prema procjeni Operatora, planovi Godišnjeg rasporeda ispunjavaju prethodne uvjete iz st. 1. čl. 39. Korisnici Terminala znaju kada su predali svoj plan Godišnjeg rasporeda pa sukladno tome znati kada ističe rok od 3 kalendarska dana iz čl. 39 st. 2 Pravila.
Article 40.	Stavak 3. - Planovi Godišnjih rasporeda ne mogu biti ispravljani i odobreni u skladu sa Zajedničkim rasporedom korištenja Terminala jer je on rezultat prihvaćenih planova Godišnjeg rasporeda.	Prihvaćeno	Izmijenjeno u skladu s prijedlogom.
Article 41.	In the merging process of Article 41.1 , how will Operator resolve with schedules conflicts?	Accepted	Article 41 was amended to address the comment.

Article 41.	Article 40(1)2: is it to the 'Terminal Users' to coordinate themselves to make their schedules coherent? If yes, could you please confirm this process has been validated pursuant to Croatian and EU competition law?	Explained	Confirmed. Please note that only if Annual Schedule drafts submitted by any of Terminal Users do not comply with the conditions set forth in article 39 of these ROO, Terminal Users <u>have the right</u> (not an obligation) to eliminate the inconsistencies with requirements of these ROO and/ or coordinate among themselves the Annual Schedule drafts within the given deadline. If they fail to coordinate Annual Schedule drafts, Operator shall correct the Annual Schedule drafts. Such procedure is already used on other similar LNG Terminals and complies with the laws since it is up to the Terminal Users to decide how they wish to correct their Annual Schedule drafts – coordinate corrections among themselves or leave it to the Operator. This is also in accordance with Art. 33 of the GMA (which provides that Operator shall manage the Terminal in a reliable and efficient manner) since such coordination enables efficient coordination and management of the Terminal.
Article 42.	Ukoliko Korisnik pozajmi više od ½ UPP-a na način koji nije u skladu sa Terminima u planovima Godišnjeg rasporeda, tada će taj Korisnik biti odgovaran da naruči i doveze brod (UPP), tj. postat će nositelj sljedećeg Termina za svrhu vraćanja Pozajmljene količine UPP. Kada će Operator obavijestiti takvog Korisnika i da li će Korisnik imati dovoljno vremena reagirati? Predlažemo propisati obvezu Operatora da upozori Korisnika i prije nego Korisnik potroši spomenutu ½ tereta kako ne bi nehotice došao u bezizlaznu situaciju.	Pojašnjeno	Nije sasvim jasna situacija na koju se referira komentar, budući da svako odstupanje od Godišnjeg rasporeda koje premašuje vrijednost od 10 % mora biti odobreno od strane Operatora i ostalih Korisnika Terminala, sukladno Pravilima (čl. 47 Pravila). Korisnik Terminala ne može nehotice doći u situaciju da mora naručiti i dovesti Brod za prijevoz UPP-a na kojeg nije računao budući da će sve obveze glede dostave Tereta i Rasporeda usluga biti vidljive iz Zajedničkog rasporeda koji se objavljuje na internetskim stranicama Operatora najkasnije u roku od 3 tjedna prije početka plinske godine i koji raspored postaje obvezujuć za Korisnike Terminala od trenutka njegovog objavljivanja (čl. 44/4 Pravila).
Article 43.	n/a		

Article 44.	Could you confirm that article 44(3) would apply only to 'formal' refusals to make it coherent with article 44(2) which would apply when there is no return and no refusal formally stated.	Accepted	The comment is correct. According to Article 44, paragraph 2 of the ROO, only in cases when the Terminal User formally, expressly states his refusal to accept the Annual Schedule, it shall be taken by the Operator that the Terminal User does not agree with the Annual Schedule and the further process of establishment of the Annual Schedule will go on without that Terminal User. As opposed to such situation, Art. 44/2 of the ROO contemplates different situation - in cases when the Terminal User is silent (i.e. fails to return a signed Annual Schedule within the specified period of time) such silence shall be considered as Terminal User's acceptance of the Annual Schedule approved by Operator.
Article 44.	Article 44(2)/(3): The rule adopted elsewhere in the ROO is to understand the absence of response as a refusal, why is it differentiated here?	Explained	The answer to the question depends on the situation and it is something that cannot be generalised throughout the documents nor the ROO. In the situation of establishment of the Annual Schedule, Operator decided to take the approach that silence means acceptance, which approach is completely in line with the law and facilitates an efficient process of Annual Schedule establishment.
Article 44.	Penalties are mentioned. Please indicate where the amount of such penalties would be stated.	Explained	Please note that the amount of the penalties is defined in Art. 31/6 GTC.
Article 44.	Stavak 1. – predložemo sljedeću izmjenu „Korisnici Terminala moraju vratiti potpisane Operatoru, u evidencijske svrhe, najkasnije u roku od 3 (tri) kalendarska dana 7 (sedam) kalendarska dana elektronskim (e-mailom) putem, a u pisanom obliku u roku od 14 (četnaest) dana od njihovog slanja“	Prihvaćeno	Odredba je izmijenjena kako je predloženo.
Article 44.	Stavak 2. i 3. - Kako će Operator razlikovati situacije „Ako Korisnik Terminala ne bi vratio potpisani Godišnji raspored“ i „Ako bi Korisnik Terminala odbio potpisati Godišnji raspored“ obrazložene u točkama 2 i 3 nakon vremenskog razdoblja za dostavu potpisanog Godišnjeg rasporeda?	Objašnjeno	Ukoliko Korisnik ne vrati potpisani Godišnji raspored, tj. ukoliko ga Operator ne zaprimi, podrazumijeva se da se Korisnik slaže s Godišnjim rasporedom (u ovom slučaju šutnja podrazumijeva pristanak). S druge strane, za iskazivanje neslaganja s Godišnjim rasporedom, Korisnik Terminala je dužan poslati potpisanu obavijest o neslaganju s Godišnjim rasporedom i tada se taj Korisnik više neće uzimati u obzir kod sastavljanja rasporeda.

Article 44.	Nije jasna razlika između stavka 2. i 3. – u stavku 2. je opisan slučaj u kojem Korisnik Terminala ne vraća potpisani Godišnji raspored, a u stavku 3. slučaj u kojem Korisnik Terminala odbija potpisati Godišnji raspored. S obzirom da je rezultat radnje Korisnika Terminala iz stavka 2. i 3. različit, molim Vas za dodatno pojašnjenje što se smatra odbijanjem potpisa (da li to podrazumijeva pisanu Obavijest)?	Objašnjeno	Ukoliko Korisnik ne vrati potpisani Godišnji raspored, tj. ukoliko ga Operator ne zaprimi, podrazumijeva se da se Korisnik slaže s Godišnjim rasporedom (u ovom slučaju šutnja podrazumijeva pristanak). S druge strane, za iskazivanje neslaganja s Godišnjim rasporedom, Korisnik Terminala je dužan poslati potpisanu obavijest o neslaganju s Godišnjim rasporedom i tada se taj Korisnik više neće uzimati u obzir kod sastavljanja rasporeda.
Article 45.	Predložemo izmjenu „Unutar 5 (pet) radnih dana od primitka takvih prijedloga, Operator <u>mora ogovoriti i</u> može odobriti takve prijedloge ako su ispunjeni sljedeći kumulativno određeni uvjeti“	Prihvaćeno	Odredba je izmijenjena kako je predloženo.
Article 46.	Točka 2. predložemo 2 dana zamijeniti s 3 dana	Nije prihvaćeno	Skrećemo pažnju da nije moguće prihvatiti komentar. Vremenski okvir od 48 sati se ne može produžiti jer je navedeni termin uobičajena praksa na sličnim Terminalima za UPP.
Article 47.	Stavak 2. Na koji način Korisnik Terminala saznaje da je njegovo odstupanje utjecalo na Raspored usluga ostalih Korisnika Terminala tj. na koji način je informiran ako dođe do odstupanja nakon odobrenog Mjesečnog rasporeda za Korisnike Terminala?	Objašnjeno	S obzirom da Korisnik svakodnevno nominira, a odstupa od svog odobrenog rasporeda, Operator će odbiti nominaciju i o tome obavijestiti Korisnika; na taj način će Korisnik biti informiran.
Article 47.	Stavak 3. Molimo pojašnjenje na koji način se postiže dogovor za odstupanje od mjesečnih količina UPP-a za dostavu u Terminal kao i za ponovno uplinjavanje	Objašnjeno	Korisnik Terminala koji unaprijed planira veće odstupanje treba pozvati Operatora na dogovor o takvoj mogućnosti.
Article 48.	n/a		
Article 49.	n/a		
Article 50.	n/a		
Article 51.	n/a		

Article 52.	Članak 52. – 58. - Kao generalni komentar, nije jasno opisana uloga i odgovornost Operatora za osiguranje provedbe zajedničkog korištenja terminala i njegova odgovornost za neadekvatno utvrđivanje Rasporeda usluga.	Objašnjeno	Skrećemo pažnju da Operator ima obvezu voditi računa da Kapaciteti ponovnog uplinjavanja UPP-a budu iskorišteni što je učinkovitije moguće (čl. 56 Pravila). Navedeno se postiže na način da Operator odobrava i kontrolira Zajedničko korištenje, Rasporede usluga, pruža Usluge Zajedničkim Korisnicima, a sve s ciljem da Kapaciteti ponovnog uplinjavanja UPP-a budu iskorišteni što je učinkovitije moguće.
Article 53.	Can a Terminal User be a lender against his will if he is regasifying below the maximum regas rate?	Explained	Please note that each Terminal User agrees with the terms of JTUA, which means that Terminal User will loan LNG automatically, pursuant to conditions set in JTUA (i.e. without signing a particular contract and without Terminal User making a business decision each time he will loan LNG). This does not happen against Terminal User's will as Terminal User will sign JTUA which will define the terms of the LNG loan.
Article 53.	Stavak 1. Predlažemo doraditi prijevod članka i prihvatiti manju izmjenu: Sukladno proceduri utvrđenoj u Pravilima i uvjetima navedenima u Ugovoru o zajedničkom korištenju Terminala, kako bi se osiguralo zajedničko korištenje Terminala, UPP koji su Korisnik Terminala ili Korisnici Terminala dostavili u Terminal može biti dodijeljen -ustupljen jednom od Zajedničkih korisnika, prema proceduri navedenoj dolje u ovom članku, bez obzira na to od kojeg Zajedničkog korisnika se dostavljeni UPP ponovno uplinjava.	Prihvaćeno	Odredba izmijenjena na odgovarajući način.

Article 53.	<p>Stavak 2. Predlažemo brisati "po stopi manjoj od maksimalne stope ponovnog uplinjavanja Terminala" kao nepotrebnu. Tehnički uvjeti uplinjavanja trebali bi biti navedeni drugdje i podrazumijeva se da se svako uplinjavanje vrši po predviđenim pravilima, uključujući i poštivanje maksimalne stope.</p> <p>Ovaj stavak navodi da se dio Tereta "automatski pozajmljuje Preuzimatelju UPP-a, bez posebnog sporazuma, s obzirom na Raspored usluga", što predlažemo izmijeniti na način da se "automatski pozajmljuje Preuzimatelju UPP-a, bez posebnog sporazuma, s obzirom na Zajednički raspored korištenja Terminala utvrđen od strane Operatora".</p>	Prihvaćeno	Odredba izmijenjena na odgovarajući način.
Article 53.	Stavak 3. Da li se pod Dostupna količina UPP-a misli na "Dostupnu količinu UPP-a za posudbu"?	Prihvaćeno	Odredba izmijenjena na odgovarajući način.
Article 53.	Povratna količina trebala bi biti definirana kao "količina UPP-a koju je Preuzimatelj UPP-a dužan vratiti Ustupitelju UPP-a, a koja odgovara Pozajmljenoj količini UPP-a"	Prihvaćeno	Odredba izmijenjena na odgovarajući način.
Article 53.	S obzirom na navedeno, nije prihvatljivo utvrđenje iz ovog stavka da se "Povratna količina UPP-a smatra se UPP-om vraćenim od strane Preuzimatelja UPP-a Ustupitelju UPP-a" neovisno o tome je li stvarno vraćena.	Prihvaćeno	Odredba izmijenjena na odgovarajući način.
Article 53.	Stavak 4. Predlažemo da se briše da se dodjeljuju jednake Dostupne količine UPP-a.	Not accepted	Skrećemo pažnju da ne možemo prihvatiti brisanje budući da Operator mora jednako tretirati Korisnike i dodijeliti jednaku Dostupnu količinu Korisnicima u navedenoj situaciji.
Article 54.	n/a		

Article 55.	Predlažemo izmijeniti hrvatski tekst na način da se Zajednički Korisnici "imaju pravo usuglasiti se <i>oko uvjeta</i> Zajedničkog korištenja terminala" umjesto "imaju pravo složiti se s uvjetima". Što znači da se ne mogu kršiti <i>interesi</i> drugih korisnika prilikom dogovora? Interes je širok pojam koji je podložan interpretaciji.	Prihvaćeno	Odredba izmijenjena na odgovarajući način, tako da sada predviđa da Zajednički Korisnici imaju pravo dogovoriti drugačije uvjete Zajedničkog korištenja Terminala od uvjeta predviđenih u obrascu Ugovora o zajedničkom korištenju Terminala. Pojam „interesi“ zamijenjen s „pravima“ Korisnika Terminala.
Article 56.	Predlažem pojasniti što znači da će Operator razmotriti uvjete provedbe sporazuma. Ako su se korisnici usuglasili i ako nije protivno Pravilima zašto se samo razmatraju uvjeti provedbe sporazuma?	Prihvaćeno	Odredba izmijenjena na odgovarajući način. Skrećemo pažnju da dogovor Zajedničkih Korisnika mora u svrhu odobravanja ispunjavati uvjete iz čl. 55 Pravila: (i) omogućavati efikasnije Zajedničko korištenje Terminala; (ii) takav dogovor Zajedničkih Korisnika mora biti u skladu s procedurom uspostavljenom u Ugovoru o zajedničkom korištenju Terminala; te (iii) ne smije biti protivan Pravilima niti kršiti prava ostalih Korisnika Terminala.
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	Please note that 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 the provision stipulates such situation. Also, please note that the guarantees may be activated by the Operator only upon Terminal Users' request and strictly under JTUA conditions.
Article 58.	Could you please explain this article further?	Explained	Please note that 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 the provision stipulates such situation. Also, please note that the guarantees may be activated by the Operator only upon Terminal Users' request and strictly under JTUA conditions.
Article 58.	Koje su Operatorove dužnosti predviđene Pravilima zbog kojih bi mogao biti odgovoran? Osiguranje pravednog i učinkovitog korištenja Terminala mora biti odgovornost Operatora a to ne proizlazi iz ovih odredbi.	Pojašnjeno	Skrećemo pažnju da je navedeno pitanje regulirano u čl. 56 Pravila, koji predviđa da Operator mora voditi računa da Kapaciteti ponovnog uplinjavanja UPP-a budu iskorišteni što je učinkovitije moguće.

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.	Explained	It all depends on the FSRU procurement when we will be in position to present all the details regarding Carrier and FSRU compliance.
Article 59.	Article 59.7 – Reference to additional conditions is too broad. The ROO should clearly specify exhaustively such additional conditions.	Accepted	Please note that these conditions will be defined in the Terminal's Technical Characteristics. These conditions 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, and compliance of the FSRU and LNG Carrier is also one of this information.
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	Please note that the Operator shall not take part in the agreement between the Terminal User and the LNG Carrier's owner or charterer, and therefore will not have direct claims towards such LNG Carriers
Article 59.	What does „standards Of the Republic of Croatia means"? Normally we refer to OCIMF, SIGITO etc... Can we just please refer to the international standards?	Accepted	We can refer to international standards.
Article 60.	Reference is made twice to cargo quantity certificate. One shall be quality certificate.	Accepted	Provision was amended accordingly.
Article 60.	Cargo safety Data Sheet: Only provided once for LNG. Providing SOF from load port is an unusual request.	Not accepted	That is standard practice.
Article 61.	n/a		
Article 62.	n/a		
Article 63.	Article 63.2 – The permission should be issued promptly.	Not accepted	The Port Authority and competent authorities shall issue their permissions within the time period according to bylaw regulating Port Authority rights (not the ROO), therefore this issue may not be regulated in the ROO.
Article 63.	Article 63(2): what is the meaning of 'without hesitation' in the context of article 63?	Explained	Please note that “without hesitation” is a standard legal term in Croatian laws / regulations and means that Operator may not hesitate but should will act “as soon as possible”.

Article 64.	n/a		
Article 65.	n/a		
Article 66.	n/a		
Article 67.	Article 67.3 – This clause should refer to justified orders, instructions and requirements.	Not accepted	Please note that the conditions for issuance of orders and/or instructions from the Port Authority are regulated in other bylaws, not ROO.
Article 68.	n/a		
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	Comment not clear. Please note that Art. 70/1/2 ROO refers to circumstances outside of Operator's control, as expressly stated in the provision.
Article 70.	What is the rationale behind Article 70(1) and the Operator not being liable to the Terminal User for any losses Or damages incurred by fault of the Operator stopping LNG Discharge...?	Explained	Please note that the rationale behind the Art. 70/1 ROO, is that Operator is not responsible for any direct or indirect losses if Operator has stopped LNG Discharge or did not start LNG Discharge when Operator <u>had the right</u> to do so based on the ROO since in such situations there is no wrongdoing on Operator's part. Such situations are all listed and regulated in the ROO (see for example Arts. 74/1 and 85 of the ROO).
Article 70.	Is Article 70(2) force majeure?		Please note that the Art. 70/1/2 ROO, is that Operator is not responsible for any direct or indirect losses if LNG Discharge was delayed or went by with interruptions because of the circumstances outside of Operator's control. This may include Force Majeure but may also include other situations when there is no Operator's fault (for example, Terminal User himself caused LNG Discharge to be delayed).
Article 70.	Navesti na temelju kojih članaka se smije zaustaviti/odgoditi Pretovar UPP-a	Prihvaćeno	Odredba izmijenjena na odgovarajući način

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	Comment not clear. Please note that both of the provisions referred to in the comment provide for Operator’s obligation, i.e. that “ <i>the Operator shall ...</i> ”.
Article 72.	n/a		
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 this type of the Terminal that the Operator is responsible for the quality of the Regasified Gas.
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 will 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	Please note that the issue of off-spec LNG is regulated by Article 74 of the ROO.
Article 74.	Article 74.3 – The Operator should not only have a right, but also an obligation to stop LNG discharge in the case of the Off-Spec LNG.		Please note that the Operator should act as a Reasonable and Prudent Operator, and therefore will deny Off-Spec LNG if such LNG would influence LNG in the Terminal or the Terminal. The reason why ROO foresee Operator’s right to reject Off-Spec LNG since it may be possible for the Operator in the future to provide the service of treatment of Off-Specification LNG (please note that such service is being reviewed by the Operator but is currently not tendered).

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.	Not accepted	Please note that since the risk of delivery of Off-Specification LNG is within Terminal User’s control, comment may not be accepted.
Article 74.	Our preference is to reinstate the deleted language as it provides detailed guidelines with respect to the Off-Spec LNG situations.	Explained	Please note that the exact characteristics (and not just guidelines) for Off-Spec LNG will be published by Operator (see Arts. 2/2/39 and 2/2/65 ROO). Therefore, Terminal Users shall have clear information regarding which LNG represents Off-Spec LNG
Article 75.	n/a		
Article 76.	n/a		
Article 77.	Article 77 (1) mentions Croatian legal acts applicable to rules regulating sampling procedure and its frequency. Can you please specify which acts are those?	Explained	Please note that this issue is regulated by the Bylaw on the Technical and Measure Requirements with Regard to Measuring Equipment (Official Gazette no. 21/2016).
Article 78.	n/a		
Article 79.	n/a		
Article 80.	n/a		
Article 81.	n/a		
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	Please note that this issue is not regulated in the ROO but in another bylaw (“METHODOLOGY FOR THE DETERMINATION OF THE TARIFF ITEMS FOR THE UNLOADING AND SEND OUT OF LIQUEFIED NATURAL GAS“ adopted by HERA, available here: https://www.hera.hr/).

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	Comment not clear. Please note that Art. 82 ROO expressly regulates this issue: <i>“Operator shall have the right to perform Maintenance works not introduced into the Maintenance works schedule, provided their total duration together with planned annual Maintenance works does not exceed 7 (seven) calendar days, having notified Terminal Users not less than 90 (ninety) calendar days in advance of commencement of such Maintenance works.”</i>
Article 82.	Article 82.1(3) – The Terminal User should be notified 120 calendar days in advance, and not 90 calendar days.	Not accepted	Please note that the Operator considers that term of 90 days represents an appropriate period, especially since such period is also implemented on other similar LNG terminals.
Article 82.	Article 82.2(4) – Our preference is to reinstate the deleted wording.	Explained	Please note that the position of the Terminal Users and Operator regarding the damages is regulated in GTC (please see Arts. 22 and 23), as GTC deals with issue of damages.
Article 82.	Article 82.2(4) – The liability of the Operator for unplanned Maintenance should cover Damages, and not direct losses only.	Explained	Please note that the Operator may be liable for damages caused (which includes damages for unplanned Maintenance) pursuant to the GTC. Please see Arts. 22 and 23 GTC which deal with issue of damages. As a general rule, liability for Consequential Loss is excluded for both Operator and Terminal Users.
Article 82.	Article 82.2(6) – This clause should be deleted. All technical requirements should be specified in the ROO before the allocation of capacities.	Explained	Please note that 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 82.	Stavak 4. Kako su regulirani nepredviđeni radovi, trajanje i tko snosi odgovornost za nemogućnost korištenja Terminala.	Pojašnjeno	Skrećemo pažnju da je maksimalno trajanje neplaniranih radova zajedno s planiranim radovima 7 dana (čl. 82/1/3 Pravila). Navedene neplanirane i planirane radove izvodi Operator. U slučaju da je riječ o radovima nužnim nužno za sprječavanje nesreće na Terminalu ili na Brodu za prijevoz UPP-a i/ili sprječavanje opasnosti za osobe, okoliš i/ili vlasništvo (čl. 85 Pravila), tada će Operator imati pravo ograničiti ili suspendirati pružanje Usluge prihvata i otpreme UPP-a Korisnicima Terminala bez prethodne najave, ali u mjeri u kojoj je to prikladno obzirom na situaciju, Operator će nastojati Korisnicima Terminala dati rok da usklade svoj opseg korištenja Usluga s ograničenjem ili prekidom pružanja Usluge prihvata i otpreme UPP-a. Odgovornost za troškove za izvođenje navedenih radova snosi Operator. Ako je potrebu izvođenja predmetnih radova uzrokovao primjerice koji od Korisnika Terminala, tada se primjenjuju pravila o odgovornosti za štetu koja su regulirana u OU.
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	Please note that Terminal Users shall not suffer damages due to mandatory emptying of the tanks since only LNG, which is attributed only to the Terminal User whose actions resulted in LNG being removed, pursuant to this Article.
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	Please note that 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.	Article 84(2): what shall the Operator do with the sale's proceeds?	Accepted	The provision amended accordingly. Now it is expressly provided that Operator shall, on the basis of an open sale procedure, sell to the best bidder the quantity of gas that is being sold for the benefit of Terminal User, applying mutatis mutandis the rules for open sale procedure from article 86 of these ROO. This means that Operator will use the proceeds of the sale of LNG or natural gas to settle its possible existing claims towards Terminal User and transfer the remaining funds to Terminal User. Please note that for this purpose, a new article 86 was drafted to address the issue of open sale procedure.
Article 84.	Smatramo da nije opravdana prodaja u slučaju da se kvaliteta plina samo približava najnižoj Specifikaciji kvalitete prirodnog plina.	Objašnjeno	Pojašnjavamo da će Operator u toj situaciji objektivno sagledati činjenice u takvim situacijama, ali njegova dužnost je da kao savjestan i pravedan Operator pravovremeno postupi u zajedničkom interesu svih Korisnika i osiguranja sigurnog rada Terminala.
Article 84.	Nije obuhvaćena situacija kad je Operator odgovoran za smanjenje kvalitete plina na način da ne odgovara Specifikaciji kvalitete ili kad do promjene dođe uslijed promjene propisa.	Objašnjeno	Operator ne može u ovakvoj situaciji biti odgovoran za kvalitetu plina budući da ni u jednom trenutku on nije u vlasništvu nad plinom.
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.	Explained	Please note that the list of situations provided in Arts. 85/2, 85/3, 85/4 is exhaustive since it refers to situations expressly stated in the applicable laws and contracts.
Article 85.	Article 85.7 – This clause should be reciprocal.	Explained	Comment not clear. Please note that Operator's reciprocal obligation (to apply its best efforts) is provided in Art. 85/3 ROO, and has a general obligation to minimize damages on the basis of the Croatian law.
Article 85.	Predlažemo revidirati ovaj članak na način da se, prema mogućnosti, mora ostaviti rok Korisniku za usklađenje ograničenja ili prekida korištenja Terminala.	Prihvaćeno	Skrećemo pažnju da je sada predviđeno da, u mjeri u kojoj je to prikladno prema procjeni Operatora, Operator će nastojati Korisnicima Terminala dati rok da usklade svoj opseg korištenja Usluga s ograničenjem ili prekidom pružanja Usluge prihvata i otpreme UPP-a. Ističemo da nije moguće unaprijed predvidjeti da će Korisnici uvijek imati određeni rok, budući da je moguće da do ograničenja rada Terminala dođe iz hitnih i nepredviđenih situacija.

Article 85.	U stavku 4. grešku treba zamijeniti krivnjom	Prihvaćeno	Odredba izmijenjena na odgovarajući način.
Article 85.	Stavak 6. je nejasan - nakon prekida korištenja Terminala o kakvim prekida Operator izvještava ubuduće Korisnika?	Prihvaćeno	Odredba izmijenjena na odgovarajući način.
Article 86.	This knock-for-knock clauses have too broad scope of applicability. Our preference would be to rely on a standard liability for damages concept, and certain liability caps should also be introduced.	Explained	Comment not clear. This issue is not regulated in Art. 87 ROO. As expressly stated in Art. 87 ROO, issues related to liability for damages is regulated in GTC, not the ROO.
Article 86.	Što znači iz perspektive hrvatskog prava da će Operator braniti Osiguranu Stranku Korisnika Terminala od svih šteta?	Objašnjeno	Navedeno znači da će Operator poduzimati potrebne radnje radi uklanjanja zahtjeva za naknadu štete od Osigurane Stranke Korisnika Terminala, sukladno uvjetima iz OU.
Article 86.	Predlažemo izmijeniti i navesti općenitu formulaciju da će biti dužan naknaditi Korisniku Terminala svu štetu koju mu prouzroči ili brisati ovu odredbu.	Objašnjeno	Komentar nije jasan, budući da je u Pravilima izrijekom navedeno da sva pitanja vezano uz naknadu štete regulirana u OU.
Article 87.	This knock-for-knock clauses have too broad scope of applicability. Our preference would be to rely on a standard liability for damages concept, and certain liability caps should also be introduced	Explained	Comment not clear. This issue is not regulated in Art. 87 ROO. As expressly stated in Art. 87 ROO, issues related to liability for damages is regulated in GTC, not the ROO.
Article 88.			
Article 89.			
Article 90.			
Article 91.			
Article 92.			
Article 93.			

Article 94.	Material changes to the ROO should allow the Terminal Users to terminate the TUA.	Not accepted	Please note it is not possible to accept the comment as this is not standard practice. ROO is a bylaw, and as such is applicable to both Operator and Terminal Users. Also, please note that ROO may be changed only according to the applicable legislation, which means after public debate, in which Terminal Users influence the text of the ROO.
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General Terms and Conditions

Article 1.	n/a		
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.	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 stipulation. 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, ROO and TUA will not have any overlapping/conflict in content.
Article 3.	n/a		
Article 4.	References to the ROO, the GTC and the TUA should be introduced in this clause.	Accepted	The wording will be amended accordingly.
Article 4.	The Operator should be entitled to refuse to receive LNG that does not satisfy the Quality Specifications, however, such right 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 needs to retain the right to decide whether he will accept the Off-Spec LNG, and under which conditions.
Article 5.	n/a		
Article 6.	n/a		
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 8.	n/a		

Article 9.	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	This is not standard practice. The tariffs for LNG Regasification Services, as well as tariffs for other regulated services (such as TSO's services), are determined by the regulator (Agency) in the manner which is envisaged under the Gas Market Act. Such tariffs are mandatory for all users of regulated services.
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	This is not standard practice. The tariffs for LNG Regasification Services, as well as tariffs for other regulated services (such as TSO's services), are determined by the regulator (Agency) in the manner which is envisaged under the Gas Market Act. Such tariffs are mandatory for all users of regulated services.
Article 10.	In the case of the Parties' failure to agree on new prices after deregulation, the Terminal User should be entitled to choose whether it intends to terminate the TUA or initiate a dispute resolution procedure.	Not accepted	Construction of the Terminal based on this Open Season procedure requires a significant investment by the Operator, and the Operator relies that the TUA will be fulfilled entirely and with due care by both parties, without right to termination in this situation. In order to assure a fair and market based remuneration, the GTC envisages that arbitral tribunal will determine the fee.
Article 11.	Article 11.1 – Our preference is to reinstate the deleted wording.	Not accepted	The deleted (previous) wording is not applicable, because the usage of the Terminal, i.e. payment of fees, should commence on the 1st day of calendar month.
Article 12.	Nigdje se ne spominje izdavanje sredstva osiguranja plaćanja od strane Operatera za uredno izvršenje posla.	Not accepted	Davanje sredstva osiguranja plaćanja od strane Operatora Korisnicima Terminala nije uobičajeno u djelatnosti upravljanja terminalima za UPP. Operator odgovara za uredno izvršenje posla temeljem Zakona o tržištu plina, te za svoje obveze jamči svojom cjelokupnom imovinom.
Article 13.	The proposed Credit Support wording would discriminate the long-term terminal capacity holders. It weakens the competitiveness of long-term bookers as the GTC rules require a very expensive financial security construction from them (companies with no or not better than BBB- credit rating are obliged to provide a 50-100% bank guarantee for their total capacity booking), in comparison to the market players who only book capacity on the short term in order to benefit from market fluctuations.	Not accepted	The Credit Support scheme envisaged under the GTC needs 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.	We suggest setting the same bank guarantee requirement both for long-term and short-term users, which should be the guarantee amount of maximum one-year fee for every user.	Not accepted	The Credit Support scheme envisaged under the GTC needs 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.	Based on our prior experience, requesting bank guarantee for the entire period and for the total capacity booking fee is not a standard market practice in case of such infrastructure development projects.	Not accepted	The Credit Support scheme envisaged under the GTC needs 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.	Can Terminal user have the choice of providing either a Corporate guarantee or a credit Support under sub-clause 13 (l) (b)? And be limited in amount, the same as for (l) (c)?	Not accepted	The Credit Support scheme envisaged under the GTC needs 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 bankovnu garanciju definirano da treba biti izdana od strane ocijenjene OECD institucije s kreditnim rejtingom barem BBB+ od S&P/ Fitch ili Baa1 od Moody's, čemu ne udovoljava nijedna hrvatska banka. U tom slučaju bi bilo potrebno izdati kontra garanciju od neke inozemne banke što za posljedicu ima i veće troškove. Predlažemo smanjenje rejtinga banke koja može izdati garanciju.	Prihvaćeno	Rejting je smanjen na BBB S&P/Fitch, tj. Baa2 Moody's.
Article 14.	n/a		
Article 15.	Sukladno ovom članku Operator može omogućiti, djelujući razumno, dostavu bilo kojeg drugog sredstva osiguranja. Pravila i kriteriji za prihvrat drugih sredstava osiguranja trebali bi biti unaprijed poznati svim korisnicima a ne podložni individualnim dogovorima. Kako se namjerava osigurati transparentnost i jednaki tretman korisnika prilikom odlučivanja o tome da netko može dostaviti drugo sredstvo osiguranja?	Accepted.	The wording will be amended accordingly.
Article 16.	n/a		
Article 17.	n/a		
Article 18.	Article 18.2 – 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.	Accepted	Pursuant to the Civil Obligations Act, the creditor is obligated to grant to the debtor additional (reasonable) term for fulfilment, and upon

			expiry of such term, the contract is terminated by law. We will supplement the provision of Article 18.2 accordingly.
Article 19.	Article 19.2 and 19.4 – The period should be calculated from the moment of receipt by the Terminal User of the invoice issued by the Operator.	Not accepted	It is standard practice that the maturity of invoice is calculated from the date of issuance.
Article 19.	<p>Prijedlog teksta:</p> <p>(1) Operator će u roku od prvih tri (3) dana svakog mjeseca Korisniku terminala izdati i dostaviti račun za Usluge pružene u prethodnom kalendarskom mjesecu.</p> <p>U slučaju da račun nije ispravan, Korisnik terminala će Operatoru vratiti original računa na ispravak, a Operator je dužan ispravan račun ponovo dostaviti Korisniku terminala u roku od 3 (tri) dana.</p> <p>2) Korisnik terminala će platiti račune koje je izdao Operator u roku trideset (30) kalendarskih dana od datuma na koji je Operator izdao račun.</p> <p>U slučaju da dospjeće novčane obveze pada na neradni dan, ista će se podmiriti sljedeći radni dan. Za potrebe ovog članka ugovorne strane suglasno utvrđuju da se radnim danom smatra svaki dan osim subote, nedjelje i blagdana utvrđenih zakonskim propisima u Republici Hrvatskoj.</p> <p>Korisnik terminala je dužan platiti samo stvarno pružene Usluge.</p>	Djelomično se prihvaća	<p>1) It is standard practice that the maturity of invoice is calculated from the date of issuance.</p> <p>2) Ne možemo prihvatiti komentar u odnosu na prijedlog dopune teksta: “(1) Operator će u roku od prvih tri (3) dana svakog mjeseca Korisniku terminala izdati i dostaviti račun za Usluge pružene u prethodnom kalendarskom mjesecu”, jer se Operator ne može obvezati na to s obzirom da djeluje u suradnju s FSRU Operatorom.</p> <p>Ne možemo prihvatiti komentar u odnosu na prijedlog dopune teksta: “(2) Korisnik terminala će platiti račune koje je izdao Operator u roku trideset (30) kalendarskih dana od datuma na koji je Operator izdao račun”, jer je predloženi rok predugačak.</p> <p>Djelomično se prihvaća komentar u odnosu na prijedlog dopune teksta: “U slučaju da račun nije ispravan, Korisnik terminala će Operatoru vratiti original računa na ispravak, a Operator je dužan ispravan račun ponovo dostaviti Korisniku terminala u roku od 3 (tri) dana”, uz izmjenu na način da se mora raditi o očitijoj grešci u računanju, te je ova izmjena unesena u članak 19. stavak (2) OU.</p> <p>Ne možemo prihvatiti komentar u odnosu na prijedlog dopune teksta: “U slučaju da dospjeće novčane obveze pada na neradni dan, ista će se podmiriti sljedeći radni dan. Za potrebe ovog članka ugovorne strane suglasno utvrđuju da se radnim danom smatra svaki dan osim subote, nedjelje i blagdana utvrđenih zakonskim propisima u Republici Hrvatskoj”, jer je pitanje neradnih dana već regulirano u Ugovoru o korištenju Terminala.</p> <p>Ne prihvaća se komentar u odnosu na prijedlog dopune teksta: “Korisnik terminala je dužan platiti samo stvarno pružene Usluge”, jer bi takva dopuna teksta bila protivna odredbama važeće Metodologije</p>

			utvrđivanja iznosa tarifnih stavki za prihvat i otpremu ukapljenog prirodnog plina. Molimo Vas da obratite pažnju na čl. 29. predmetne Metodologije.
Article 20.	(2) Nije napisan broj Članka	Prihvaća se	Komentar se prihvaća – dodan je broj članka.
Article 20.	(3) IZBRISATI	Ne prihvaća se	Odredba je sukladna Zakonu o obveznim odnosima. Subjekt za kojeg bude arbitražnom odlukom utvrđena obveza plaćanja mora platiti zakonske zatezne kamate od dospijeća obveze.
Article 21	<p>Prijedlog teksta:</p> <p>(2) Korisnik terminala bit će pojedinačno odgovoran za, te će platiti i podmiriti, sve troškove i izdatke (uključujući sve carine i/ili troškove uvoza, trošarine, porez na prijevoz ili bilo koje poreze) povezane s UPP-om, tegljačima, lučkim naknadama, sidrenjem i uslugama pilota, troškovima agenta i svim drugim sličnim troškovima koji su povezani s Brodom za prijevoz UPP-a Korisnika terminala, UPP-om Korisnika terminala i/ili vezivanjem broda za prijevoz UPP-a Korisnika terminala na Terminal.</p> <p>(3) Isplate svih iznosa koji dospiju i koji se moraju platiti Stranci sukladno ovim OU biti će izvršene na bankovni račun ili račune koji su naznačeni od i u skladu sa uputama te Stranke.</p> <p>(3) Potrebno je definirati izdavanje računa na temelju kojeg će se izvršiti plaćanje te odgođeni rok plaćanja kako bi se faktura knjižila i verificirala.</p>	Djelomično se prihvaća	<p>U odnosu na prijedlog teksta stavaka (2) i (3) komentar se prihvaća</p> <p>U odnosu na prijedlog teksta stavka (3): Korisnik terminala će plaćati direktno trećima</p>
Article 22.	Some limitations should be brought to the exclusion of liability: eg in the event of negligence or willful misconduct	Comment is not clear	The provision already envisages that the exclusion of liability does not apply in case of gross negligence or intent of the person seeking indemnification.
Article 23.	Some limitations should be brought to the exclusion of liability: eg in the event of negligence or willful misconduct	Comment is not clear	The provision already envisages that the exclusion of liability does not apply in case of gross negligence or intent of the person seeking indemnification

Article 24.	We believe that the indemnity is too broad. Our preference is to apply standard principles of liability under applicable contract law.	Not accepted	The current provision is a standard fault-based indemnity clause for third party claims, which is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 24.	Our preference is to reinstate the deleted wording, as it provides for the required procedural details related to the indemnities granted.	Not accepted	The current provision is a standard fault-based indemnity clause for third party claims, which is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 25.	n/a		
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.	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 26.	Article 26(2): caps should be set for the benefit of Terminal User – see caps set for operator in article 14(2) ROO	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 26.	Article 26(4)(i) 'prior written consent' should be replaced by 'at the request of'	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 26.	Article 26(5): should be limited to performance only (and non-performance should be excluded)	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 26.	Article 26(5): 'shall not relieve' unless the performance or non-performance makes things worse	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 26.	Article 26(2): caps should be set for the benefit of Terminal User – see caps set for operator in article 14(2) ROO	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 26.	Article 26(4)(i) 'prior written consent' should be replaced by 'at the request of'	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.

Article 26.	Article 26(5): should be limited to performance only (and non-performance should be excluded)	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 26.	Article 26(5): 'shall not relieve' unless the performance or non-performance makes things worse	Not accepted	The current provision is drafted in the manner so that it is aligned with the FSRU Delivery Contract and the Operation and Maintenance Contract.
Article 27.	The parties should agree the appropriate liability caps; please also note that the insurance policies will also include maximum liability level.	Not accepted	Both parties' liability under this indemnity should be uncapped. Each party decides how much insurance it needs to manage this liability.
Article 27.	As mentioned above, caps should be set also for the Terminal User	Not accepted	Both parties' liability under this indemnity should be uncapped. Each party decides how much insurance it needs to manage this liability.
Article 28.	Our preference is to reinstate the deleted wording.	Not accepted	The existing language is in our opinion clearer and works better with the rest of the GTC.
Article 28.	We suggest increasing the demurrage payment for LNG Carriers over 110,000 m3 to €65,000	Not accepted	The respective demurrage rate for this size of LNGC/Reloading Vessel is market based, and is aligned with the demurrage rate under the Operation and Maintenance Contract for FSRU.
Article 29.	Demurrage should not be payable if a 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.	Explained	This situation is already covered by Article 65 of ROO.
Article 29.	Demurrage should be exonerated if generated because of any act or omission of Operator	Accepted	Comment is accepted. The Allowed Laytime for these purposes of reverse demurrage will be extended by acts or omissions of Operator and not, as at present, acts or omissions of Terminal User. Please see Article 65 of ROO.
Article 30.	n/a		
Article 31.	Article 31 – Our preference is to reinstate the following wording: “A Party shall indemnify for any direct losses incurred by the other Party in the event that any unplanned maintenance services are required due to the fault of such Party, except in the event the unplanned maintenance service is required due to a Force Majeure event.”.	Not accepted	The Terminal User’s obligation to pay the fee during Maintenance works will be dealt with in the Tariff Methodology. The indemnity clause was deleted in order for the GTC to be aligned with the Operation and Maintenance Contract for the FSRU.

Article 31.	Article 31.3 and 31.4 – 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.	Not accepted	The provisions need to be aligned with the Operation and Maintenance Contract for FSRU.
Article 31.	Article 31.5 – To be deleted. Contractual penalty and indemnity do not seem to be the proper measures to resolve problems with the Annual Schedule. The ROO should include detailed procedure to resolve any issues.	Partially accepted	The provision will be amended so that it states that the contractual penalty is paid only in case that the Terminal User notifies the Operator that he refuses to sign the Annual Schedule.
Article 31.	Article 31.7 – The Operator should be liable towards the Terminal User if problems with transportation services result from its actions or omissions.	Not accepted	Each of the operators: LNG and TSO have separate responsibilities which are envisaged under the Gas Market Act. Transmission of gas is sole responsibility of the TSO.
Article 31.	Article 31(5): level of LDs must be discussed and decreased	Not accepted	The LDs will be payable only in case that the Terminal User notifies the Operator that he refuses to sign the Annual Schedule, in which case the procedure of making the Annual Schedule will be re-done without such Terminal User.
Article 32.	Article 32.1(a) – A reference to the ROO, the GTC and the TUA needs to be introduced into this clause.	Accepted	Comment is accepted – the wording will be amended accordingly.
Article 32.	Article 32.1(b)(c) – Items (b) and (c) to be deleted. The Parties should not accept such broad and unspecified liability and, in particular, liability for consequential damages needs to be excluded in line with market price.	Not accepted	These provisions cannot be deleted, as they are back to back with the Operation and Maintenance Contract for FSRU and FSRU Delivery Contract. They provide support to the mutual waivers of consequential loss.
Article 32.	Obeštećene stranke Korisnika terminala/Operatora nisu definirani pojmovi.	Prihvaćeno	Komentar se prihvaća – tekst definicije u Pravilima će biti izmijenjen tako da umjesto “Osigurana stranka” glasi: “Obeštećena Stranka”
Article 33.	n/a		
Article 34.	Article 35.1 and 35.2 – The definition of Force Majeure should not include a limitation to Croatia and the shipyard where the FSRU is dry-docked and a port or other facility at which the FSRU is moored or to which or from which the FSRU transits. Force Majeure needs to be applied in such a way so that it applies to any jurisdiction as long as there is a link to a Party.	Accepted	Comment is accepted – we will amend the wording accordingly.
Article 34.	Add 'change of law' in the FM events	Accepted	Comment is accepted – we will amend the wording accordingly.

Article 34.	Stavak 1. Zašto je viša sila ograničena na područje RH i brodogradilište gdje je FSRU na suhom vezu?	Prihvaćeno	Komentar se prihvaća – odredbu ćemo izmijeniti na način da se briše dio koji ograničava višu silu na područje RH i brodogradilište gdje je FSRU na suhom vezu. Odredbe o višj sili su izmijenjene u odnosu na prethodnu verziju OU iz razloga što ih je bilo potrebno uskladiti sa obvezama koje Operator preuzima prema trećima Ugovorom o upravljanju i održavanju terminala.
Article 34.	Zašto se odustalo od ranijeg pozivanja na ZOO i Zakon o energiji?	Prihvaćeno	Komentar se prihvaća – definiciju u ROO ćemo izmijeniti tako da se odnosi na standard pažnje kojeg moraju osigurati energetske subjekti (a ne samo operator).
Article 34.	Definicije Razumnog i Savjesnog Operatora koja se spominje u ovom članku nema a nije jasno ni po kojoj osnovi bi se korisnik terminala trebao pridržavati standarda Savjesnog Operatora (definiranog u ROO).	Prihvaćeno	Komentar se prihvaća – definiciju u ROO ćemo izmijeniti tako da se odnosi na standard pažnje kojeg moraju osigurati energetske subjekti (a ne samo operator).
Article 34.	Smatramo da bi viša sila trebala biti usklađena s odredbama ZOO i Zakona o energiji.	Not accepted	Komentar se ne prihvaća. Odredbe o višoj sili su u OU uređene opširnije od uređenja više sile/nemogućnosti ispunjenja po ZOO i Zakonu o energiji, što nije zabranjeno. Takve odredbe OU ne isključuju primjenu odredaba o učincima nemogućnosti ispunjenja predviđenih ZOO-om i Zakonom o energiji.
Article 34.	Ova definicija je neprikladna zbog i) ograničenja mjesta na kojem može nastati viša sila, ii) postavljanja standarda da mora biti događaju izvan razumne kontrole, iii) propisivanja standarda Razumnog i Savjesnog Operatora.	Djelomično prihvaćeno	Komentar se djelomično prihvaća u odnosu na točke i) i iii), te će u odnosu na ove točke tekst odredbe biti izmijenjen. U odnosu na točku ii), upućujemo na obrazloženje pod gornjoj točkom 5).
Article 35.	The legal actions taken only with respect to a Party controlled by a government should be also excluded from the definition of Force Majeure. A list of event that do not constitute Force Majeure should also cover legal actions taken by a government of Croatia with respect to Terminal User if they are addressed in principle to this entity only. The following events should be deleted from the catalogue: (i) changes in a Party's market factors, default of payment obligations or other commercial, financial or economic conditions, (ii) the breakdown or failure of machinery, and (iii) failure of the Transmission System Operator adjacent to the Terminal to comply with its obligations towards the Terminal User in relation to the transportation services.	Not accepted	The events listed in the provision are only listed for exemplary purposes, i.e. that it is not a closed list of events which do not constitute Force Majeure event. The question whether a certain event will be deemed as Force Majeure event will be dealt with on case by case basis, depending on the circumstances. Comment is not accepted, because these events are parties' commercial risk. It cannot be claimed that these events are beyond reasonable control of the Affected party to avoid, prevent or overcome.

	Such circumstances should constitute a Force Majeure event once they satisfy the Force Majeure test.		
Article 35.	Article 35(1)(g), replace 'for any reason' with 'unless caused by an event of Force Majeure'	Not accepted	Comment is not accepted, because these events are Terminal User's commercial risk.
Article 35.	Stavak 1. Nejasno je na što se odnosi da nije Događaj više sile u odnosu na Korisnika terminala "manjak opskrbe plina". Molimo pojašnjenje tko ima manjak opskrbe i kakav je odnos s pitanjem više sile.	Objašnjeno	Odredba se odnosi na situaciju kada Korisnik Terminala ne može pribaviti UPP ili prodati uplinjen UPP, u kojem slučaju se ne može pozivati na odredbe o Događaju Više sile (osim ako sama takva nemogućnost nije izazvana višom silom). Odredbu ćemo izmijeniti kako bi bila jasnija.
Article 36.	n/a		
Article 37.	Article 37(2): replace 'Terminal User shall continue to pay the fees' with 'shall not' as it does not make sense to pay for a suspended service, whatever the reason of the suspension. The same way Operator may suspend the services if Terminal User does not pay	Not accepted	Comment cannot be accepted because provision has to be aligned with the Operation and Maintenance Contract for FSRU.
Article 37.	Article 37(3): Duration of the extended Event of Force Majeure to be discussed	Accepted	Duration of the extended Event of Force Majeure is 3 months.
Article 38.	The cure period and de minimis amount should be introduced in this clause.	Not accepted	The cure period of 10 Business 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 39.	Please note that there should be a liability cap introduced and limitation of liability to direct and reasonable losses.	Accepted	It will be defined in TUA.
Article 40.	Article 40.1 – The Terminal User should not be required to pay fees for the period of suspension.	Explained	The liability for fees during the suspension will be regulated in the Tariff Methodology.
Article 40.	Article 40.1 – Our preference is to reinstate a reference to planned works.	Not accepted	Comment cannot be accepted – Operator needs to have right to suspend services even in case of unplanned maintenance works, depending on the scope and nature of works that need to be carried out.
Article 40.	Article 40.2 – 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.	Partially accepted	Comment is partially accepted – the respective part of provision is deleted as un-necessary, because this subject matter is regulated in ROO in more detail.

Article 40.	A compensation mechanism needs to be set up to compensate Terminal User in the event of a suspension of the services and Maintenance Works need to be framed precisely	Explained	The Maintenance Works will be announced in advance, so no compensation is needed. Regarding the duration of Maintenance Works, please see Article 82.1 (3) of ROO.
Article 40.	Nije navedeno da Korisnik terminala ne mora plaćati naknade za vrijeme prekida pružanja Usluga.	Objašnjeno	Ovo pitanje će biti regulirano u Metodologiji utvrđivanja iznosa tarifnih stavki za prihvati i otpremu ukapljenog prirodnog plina.
Article 41.	n/a		
Article 42.	Article 42.2(e) – This clause should be deleted. Breach of representations and warranties should result in liability in damages and not the termination of the TUA. Our preference is also to reinstate a reference to materiality.	Not accepted	We cannot accept the comment. It is a standard provision that has been contracted in a reciprocal manner - so it is possible for both parties to terminate the contract if the other party breaches the representations and warranties given under TUA. The provision gives the parties the right to terminate the contract in these circumstances, which will in practice be assessed and applied depending on the severity and type of breach of the given representations and warranties.
Article 42.	Article 42.2(f) – This clause needs to be deleted. Non-compliance with the transfer rules should result in the termination of the transfer of such capacity and not the termination of the TUA.	Accepted	Comment is accepted, the respective part of the clause will be deleted.
Article 42.	Article 42.2(h) – Only proceedings instituted in 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.	Not accepted	Comment cannot be accepted. If the provision of Article 42.2 (h) would refer only to proceedings instituted in good faith, it would be uncertain for application in practice and could trigger potential disputes as to when is the proceeding instituted in good faith. It is important that the criteria remain as clear and objective, as possible. It is our understanding that comment regarding extension of period from 30 to 120 days relates to point (i) and not point (h). This comment cannot be accepted since, in our experience, the period of 30 days should be sufficient to renew insurance.
Article 42.	Article 42.2(i) – This clause is too broad. Only material breaches that are not remedied should allow for the termination of the TUA.	Accepted	It is our understanding that this comment relates to paragraph (2) point (j) and not point (i). Comment is accepted, the wording will be amended.
Article 42.	Predlažemo brisati točku e).	Not accepted	Komentar ne možemo prihvatiti. Radi se o standardnoj odredbi, koja je ugovorena na recipročan način – tako da je omogućeno objem strankama da raskinuti ugovor ako druga stranka krši dane izjave i jamstva iz Ugovora o korištenju Terminala. Odredba daje strankama pravo da raskinu ugovor u danim okolnostima, što će se u praksi

			procjenjivati i primjenjivati ovisno o težini i vrsti kršenja danih izjava i jamstava.
Article 43.	Our preference is to shorten the cumulative period to 30 days and reduce the amount to EUR 10 million.	Not accepted	Comment cannot be accepted because provision has to be aligned with the Operation and Maintenance Contract for FSRU.
Article 44.	This clause should be reciprocal, in particular the liability of the Terminal User also needs to be capped. The clause needs to provide for payment of capped damages – payment of all fees until the end of the term of the TUA is too burdensome.	Not accepted	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 44.	Article 44(7) – The reference to Article 37(5) needs to be deleted.	Not accepted	Comment cannot be accepted, because the provision is balanced and does not favor any party. The provision states that, in case the TUA is terminated because FSRU became a loss or is missing, the parties will have no mutual claims arising from such termination, except in case any of the parties is liable for FSRU becoming a loss or is missing, in which case such party will be liable for damages.
Article 44.	Article 44(3) refers to Article 43, paragraph 2 but there is no paragraph 2 in Article 43	Accepted	Comment is accepted – the provision will be amended accordingly.
Article 44.	U stavku 1. nije izričito isključen Posljedični gubitak (odgovornost Korisnika terminala) za razliku od stavka 3. (odgovornost Operatora). Predlažemo uskladiti način na koji se navodi Posljedični gubitak, a imajući u vidu čl. 32. a) prema kojem je isključena odgovornost za Posljedični gubitak osim ako nije navedeno drugačije.	Accepted	Odredba je usklađena.
Article 44.	U stavku 3. nejasno je na što se odnosi "izvanugovorno (uključujući nepažnju)" odgovornost u vezi s raskidom ugovora. Nejasno je kakav je odnos stavka 3. i 5.	Prihvaćeno	Komentar se prihvaća – radi se o izvanugovornoj odgovornosti. Odredbu ćemo odgovarajuće izmijeniti kako bi bila jasnija. Prihvaćamo da se obriše upućivanje na stavak (5).
Article 45.	n/a		
Article 46.	n/a		
Article 47.	Article 47.2(a) – A reference to LNG Carrier should also be introduced into this clause.	Accepted	Comment is accepted, we will amend the wording accordingly.

Article 48.	Article 48.1 – The deletion of communication by fax should be considered.	Accepted	Comment is accepted, we will amend the wording accordingly.
Article 49.	Terminal User should be able to assign freely to an Affiliate	Not accepted	Prior written consent of the other contracting party is required.
Article 50.	(1) We believe that the seat of the arbitration should be Vienna, Austria.	Not accepted	Comments under 1) and 2) cannot be accepted. It is standard practice that the seat of arbitration/jurisdiction is agreed in the country where the operator/service provider has registered seat.
Article 50.	(2) Article 50 (1) Seat of arbitration should not be in Croatia: London, Paris or Rome should replace Zagreb	Not accepted	Comments under 1) and 2) cannot be accepted. It is standard practice that the seat of arbitration/jurisdiction is agreed in the country where the operator/service provider has registered seat.
Article 51.	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	Comment cannot be accepted, because the ROO and GTC, as its constituent part, is sublegal legislation (bylaw), which needs to be drafted in Croatian language as this is official language in Croatia. In order to assure that the translation is accurate, the Operator will provide official translation by the court interpreter.
Article 52.	Reference to legal regulations is sufficient. Reference to “sublegal regulations” should be deleted.	Not accepted	Comment cannot be accepted. Significant number of bylaws regulating energy market is passed by the regulator (Agency), based on its authority envisaged under the legislation. Abidance to such bylaws is mandatory. The Agency may abolish the energy permit to energy subjects which do not perform their energy activity in line with the legislation and bylaws (Article 18 of the Act on Regulation of Energy Activities). The Gas Market Act envisages strict penalties for energy subjects that do not abide to the bylaws (Articles 105 and 106 of the Gas Market Act).
Article 52.	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.	Not accepted	Comment cannot be accepted due to the reasons explained under point above.
Article 52.	Odredba o promijenjenim okolnostima nije adekvatna iz 2 razloga: 1. svaka promjena podzakonskih akata nije promjena koja se mora primijeniti na Ugovor, 2. trebalo bi biti jasno da Korisnik terminala ima pravo na raskid ugovora u slučaju značajnih izmjena uvjeta ugovora, pogotovo imajući u vidu da Operator može donošenjem	Djelomično o prihvaćeno	Komentar se prihvaća djelomično. Tekst odredbe će biti izmijenjen na način da se njime jasno navede da se odnosi na propise koji utječu na TUA. U odnosu na drugo pitanje – pitanje raskida TUA uslijed izmjene ROO i GTC, komentar se ne može prihvatiti iz razloga što su ROO, i GTC, kao njihov sastavni dio podzakonski propisi koji su obvezujući za

	podzakonskih aktata (Pravila korištenja terminala za UPP) jednostrano utjecati na sadržaj ugovornog odnosa.		Korisnike i Operatora. Korisnici mogu utjecati na sadržaj izmjena putem postupka javne rasprave.
Article 53.	n/a		
Article 54.	Article 54.1 – This wording is too general. We should only refer to the applicable anti-corruption laws and applicable Sanctions Laws. We also believe that a Party should be liable for a breach of the given laws as long as they apply to such Party.	Not accepted	The existing wording is aligned with the FSRU Delivery Contract and Operation and Maintenance Contract for FSRU. Alignment needs to be maintained because the FSRU Operator is a contractor for the purposes of the GTC. Therefore the Operator is liable under this clause of the GTC for FSRU Operator's compliance with Article 54 of GTC.
Article 55.	Our preference is to amend this wording so that it reads: “Each Party represents and warrants (...)”. We understand that this representation relates to compliance with Sanctions Laws applicable to a given Party and not the other Party.	Accepted	Comment is accepted – the wording will be amended accordingly.
Article 56.	n/a		
Article 57.	n/a		
Article 58.	Article 58.2 – Our preference is to delete a reference to the fault of the Operator and ordinary negligence. The Operator should be responsible for its negligence. Only Force Majeure may release the Operator from liability for damage or loss of LNG and Gas.	Partially accepted	We accept to delete reference to the ordinary negligence of the Operator.
Article 58.	Article 58.3 – Liability may not at the moment of the LNG entering the FSRU tanks but at the moment of passing through the Unloading Point.	Accepted	Comment is accepted, the wording will be amended accordingly.
Article 58.	Article 58(2): exemption for liability of Operator should be limited: 'in case of damage or loss of LNG due to Internal Use within the Internal Use Limit, and in case where there is no fault of Operator. Operator's liability for damages or loss of LNG and gas, which arises or occurs, due to Operator's ordinary negligence, is excluded' should be removed.	Partially accepted	We accept to delete reference to the ordinary negligence of the Operator.
Article 59.	Article 59.2 – In such case, the Terminal User needs to be entitled to terminate the TUA.	Not accepted	Comment cannot be accepted. ROO is a bylaw, whereas both the Operator and Terminal User are obligated to abide to it (Articles 12, 93, 105, 106 of the Gas Market Act).
Article 60.	n/a		

Article 61.	n/a		
Article 62.	n/a		
Article 63.	n/a		
Article 64.	Stavak 2 - Ne slažemo se s pojašnjenjem da je nacrt ove odredbe rađen prema Zakonu o obveznim odnosima. Smatramo da bi odgovornost Operatora za štetu i gubitak UPP-a i plina dok je pod njegovom kontrolom trebala biti objektivna odgovornost. U svakom slučaju nije prihvatljivo isključenje odgovornosti za običnu nepažnju.	Djelomično prihvaćeno	Pretpostavljamo da se komentar odnosi na članak 58. stavak (2). Obrisati ćemo isključenje odgovornosti Operatora za običnu nepažnju u tom stavku.

Gas Accounting Policy

6.3	Nejasno je definirano računanje dozvoljenih gubitaka. Predlažemo detaljnije objasniti kako će se dozvoljeni gubici računati. Uz navedeno, različite su mjerne jedinice u tablici a i kapaciteti protoka (satni) ne odgovaraju činjeničnom stanju jer je trenutno predviđeno da će maksimalni satni protok biti 300.000 m3/sat što proizlazi iz Plinacrovog prihvatnog kapaciteta. Također bi trebalo navesti jasno vidljivo da ti gubici ne smiju preći xx%.	Objašnjeno	Svi navedeni parametri direktno ovise o odabiru FSRU broda, tj. o njegovim tehničkim karakteristikama. Prilikom definiranja tehničkih karakteristika uzet ćemo ove komentare u obzir te shodno tome propisati računanje Dozvoljenih gubitaka odnosno definirati maksimalne gubitke na način da ne prelaze propisani postotak.
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