

REZULTATI SAVJETOVANJA SA ZAINTERESIRANOM JAVNOSTI PROVEDENOG

OD 13. STUDENOG DO 27. STUDENOG 2020.

Prijedlog Pravila o izmjenama i dopunama Pravila korištenja terminala za ukapljeni prirodni plin

Članak Pravila	Podnositelj primjedbe	Primjedba (Pravila korištenja terminala za ukapljeni prirodni plin)	Odgovor	Obrazloženje
Article 2	MFGK Croatia	MFGK suggests to apply the definition of General Terms and Conditions for Gas Supply as follows: „ <i>General Terms and Conditions for Gas Supply – means General Terms and Conditions for Gas Supply issued by the Agency</i> “.	Explained	Please note that this term is defined by the Gas Market Act (GMA) and CERA’s practice is to refuse to approve such amendments to the ROO which are already regulated by other laws. Therefore, this definition was not included in the amendments of the ROO.
Article 2	MFGK Croatia	MFGK suggests to apply the definition of Methodology for determining the price of non-standard services as follows: „ <i>Methodology for determining the price of non-standard services – means methodology for determining the price of non-standard services for gas transport, gas distribution, gas storage, LNG regasification and gas supply adopted by the Agency</i> “.	Explained	Please note that this term is defined by the GMA and CERA’s practice is to refuse to approve such amendments to the ROO which are already regulated by other laws. Therefore, this definition was not included in the amendments of the ROO.
Čl. 2.	Anoniman	<p>Predlažemo dodati tekst označeno podebljano, kurzivom i podcrtano u sljedeće točke:</p> <p>Točka 11. „Izvještaj o kvaliteti i količini UPP-a pretovarenog u terminal za UPP – dokument koji potvrđuje <i>kvalitetu i</i> količinu UPP-a pretovarenu s broda za prijevoz UPP-a u terminal za UPP, izračunat u skladu s postupkom i uvjetima propisanim u ovim Pravilima.“</p> <p>Točka 15. „Korisnik terminala za UPP – trgovac plinom ili opskrbljivač plinom koji može biti zastupan od strane osobe ovlaštene za zastupanje</p>	<p>Pojašnjeno</p> <p>Pojašnjeno</p>	<p>- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila</p> <p>- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala</p>

		<p>pravne osobe temeljem pravnog posla, punomoći ili zakona, a koji je sklopio ugovor o korištenju terminala za UPP s operatorom terminala za UPP i ugovor o zajedničkom korištenju terminala za UPP s operatorom terminala za UPP <u>i sa svim korisnicima terminala za UPP.</u></p> <p>Točka 75. „Valjano odobren teret – odobreni teret koji udovoljava specifikaciji kvalitete UPP-a i čiji istovar s broda za prijevoz UPP-a na plutajuću jedinicu za prihvat, skladištenje i uplinjavanje UPP-a ne može biti veći od najveće dopuštene granice sigurnog utovara, umanjeno za količinu UPP-a u teretnim spremnicima u trenutku <u>početka</u> pretovara te uvećano za UPP uplinjen tijekom obavljanja pretovara UPP-a s broda za prijevoz UPP-a na plutajuću jedinicu za prihvat, skladištenje i uplinjavanje UPP-a.“</p>	Pojašnjeno	<p>za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila</p> <p>- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila</p>
Čl. 12	Anoniman	<p>Predlažemo da se u članku 12. Pravila ubaci novi stavak 1. koji bi glasio:</p> <p><i>(1) Operator terminala za UPP će u godišnjem postupku ugovaranja usluge prihvata i otpreme UPP-a ponuditi 90% tehničkog kapaciteta terminala za UPP.</i></p> <p>Dosadašnji stavci 1-10, bi postali 2-11.</p> <p>Smatramo kako bi se na ovaj način potencijalnim korisnicima terminala za UPP omogućila veća fleksibilnost ugovaranja te likvidnije tržište plina u RH. Navedeni princip se koristi i u razvijenim plinskim tržištima Europe (npr. Francuska) u kojima postoji infrastruktura LNG terminala.</p>	Pojašnjeno	<p>- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila</p>
12.(5) (item 5.)	MET Croatia	<p>We agree with the intention, but additionally requested LNG regasification capacity should not be limiting for existing users with booking of at least</p>	Partially accepted, explained	<p>Comment partially accepted; the provision shall be amended as follows:</p>

		<p>one Standard cargo lot already, so we propose the underlined part to be added:</p> <p>5. the amount of the requested LNG regasification capacity for each gas year, expressed in kWh, which may not be less than the amount of one Standard cargo lot, <u>except for the case when an existing user is intending to increase its capacity booking such that the aggregate total regasification capacity would achieve an integer number by definition of a Standard Cargo Lot (i.e. no partial Standard Cargo Lot)</u></p>		<p>“5. the amount of the requested LNG regasification capacity for each gas year, expressed in kWh, which may not be less than the amount of one Standard cargo lot, <u>except in case when an existing Terminal User intends to book additional LNG Regasification Capacity during the term of the Terminal Use Agreement the already contracted Service Period.</u>”</p>
Article 12/5/5	MFGK Croatia	<p>Please clarify, if in the future Terminal will use for conversion the conversion factors determined by the Rules of Operation and the documentum of Terminal Technical Characteristics, or new factors will be applied based on historical measurements. Since Terminal Users have to nominate their ADP using Terminal approximate conversion factors, the nominated value and the real value differ.</p>	Explained	<p>As already explained, for the first year of Terminal Use, the average conversion factor in Croatia of 9,6 for NCV is used for planning ADP. For future ADP planning average conversion factor used in the past year will be applied.</p>
Article 12/8	MFGK Croatia	<p>The Croatian version has language discrepancy. We propose to use the word “važeći” instead of “valjani”.</p>	Accepted	<p>Provision amended accordingly.</p>
Čl. 18.	Anoniman	<p>Predlažemo da se postojeći stavci 1. i 2. brišu te da se ubaci novi stavak 1. koji bi glasio:</p> <p><i>(1) Operator terminala za UPP će u kratkoročnom postupku ugovaranja usluge prihvata i otpreme UPP-a ponuditi 10% tehničkog kapaciteta terminala za UPP.</i></p> <p>Dosadašnji stavci 3-7 bi postali 2-6.</p> <p>Smatramo kako bi se na ovaj način potencijalnim korisnicima terminala za UPP omogućila veća fleksibilnost ugovaranja te likvidnije tržište plina u RH. Navedeni princip se koristi i u razvijenim plinskim tržištima Europe (npr. Francuska) u kojima</p>	Pojašnjeno	<p>- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila</p>

		postoji infrastruktura LNG terminala.		
Article 22/2	MFGK Croatia	Please clarify what kind of obligations are the subject of the transfer.	Explained	Please note that all obligations arising from TUA related to the transferred capacity are transferred to the acquiror pursuant to the agreement on transfer of the LNG regasification capacity. For example, if the regasification capacity is only partially transferred, then the following pertaining obligations shall be also transferred: the obligation to use the capacity, the obligation to deliver payment security instrument, etc.
Article 22/5	MFGK Croatia	Not clear, if Once the transfer process of regas capacity is done, has the Transferor the right to decrease the amount of its credit support provided to the Terminal with the amount which has been transferred to the Acquirer? The regas capacity covered by the credit support will be lower than originally. What terms/conditions shall be applied regarding to the JTUA and providing the bank guarantee under the JTUA?	Accepted Explained	Provision amended accordingly. Please note that the amount and conditions of use of JTUA bank guarantee (for example in case of transfer of regasification capacities, etc.) are primarily agreed upon by the Terminal users themselves in JTUA agreement, so the answer depends on the agreement of the Terminal Users. The amount and activation of the JTUA bank guarantee in case the Terminal Users do not reach an agreement regarding are defined by Art. 42 of the ROO.
Article 23/2	MFGK Croatia	The wording „ <i>the transmission system operator</i> “ shall be amended as follows: „ <i>the Terminal User</i> “.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
24.(1)	MET Croatia	We should allow Terminal Users to trade with slots in accordance with their regasification capacity based on the ADP. We propose the underlined part to be added: (1) The Terminal Users trading in the LNG regasification capacities, the right to use the	Explained	Please note that slot trading is not the subject of this public debate, so the Operator will consider this comment during the public debate for the next amendments of the ROO. The issue of slot trading requires more detailed new provisions that need to go through a public debate.

		contracted LNG regasification capacity or LNG (<u>in-tank molecule or Arrival Window</u>), shall submit a completed and mutually signed form of the transfer contract to the Operator no later than five days prior to the transfer, and if they fail to do so, the Operator may deny the approval for the mentioned trading.		
24.(7) (item 4.)	MET Croatia	To be added the underlined part: 4. if the acquirer, <u>three days after the notification from the Operator referred to in (4) of this Article, at the same time as the delivery of the LNG regasification capacity transfer contract, or any later reasonable deadline defined by the Operator,</u> fails to provide the Operator with the means of securing payment for the LNG regasification capacity to be transferred, in accordance with the provisions of the General Terms and Conditions of Use of the LNG Terminal.	Accepted	Provision amended accordingly.
Čl. 26.	Anoniman	Predlažemo da se rok za dostavu popunjenog obrasca plana godišnjeg rasporeda usluga za narednu plinsku godinu definira prije roka za godišnji zakup kapaciteta kod operatora transportnog sustava za narednu plinsku godinu.	Pojašnjeno	- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila
31.(6)	MET Croatia	To be replaced with the right word, see underlined: (6) The Terminal User that shall ensure the arrival of the first LNG Carrier in a gas year shall ensure that the LNG Carrier berths at the Terminal no later than one day prior to the LNG amount in the Terminal reaching the LNG Heel required for the operation of the Terminal, whereby cargo <u>reloading unloading</u> can be started as soon as possible, in accordance with the technical conditions of the Terminal. For the later LNG Carriers, during the gas year, the Arrival Window determined from the Approved Annual Service Schedule and Approved Monthly Service Schedule shall apply.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Article 31/10	MFGK Croatia	Please clarify what happens if the Terminal User who is a Borrower at the same time does not have slot to return the gas by the end of gas year, and does	Explained	Please note that Service Schedules shall be drafted by the Operator so that the situation referred to in the comment will not occur (i.e. that a Terminal User has no Slot, no

		not have a contract for the upcoming gas year. According to our reading borrow and lending mechanism should be closed by the end of the gas year and borrowed LNG amount could not be shifted to the following gas year.		TUA for next year and is obliged to return the loanable amount of LNG)
38.(6) (item 1.)	MET Croatia	<p>This is very disadvantageous for the users, we ask for returning to the previous version. This clause does not differentiate whether this is the fault of the User or not (maybe it is due to bad weather which the User shall not be liable for). Possible solutions:</p> <p>a) delete the insertion and keep the original or keep the insertion but we exclude the case of adverse weather and FM (Art. 49. (2).) in which case user is not liable for heel</p> <p>1. in the event of any delay in the arrival of the LNG Carrier that exceeds the arrival window by at least 5 days in accordance with the approved monthly service schedule except in the case of delay which is caused by Article 49.(2) and/or</p>	Explained	Please note that the issue of Force Majeure is regulated by Art. 32 of the GTC and this provision would apply in the referred situation. Please note that the suggested amendment regarding the delay in arrival of the LNG Carrier may not be accepted since such delay would hinder proper functioning of the Terminal taking into consideration of the amount of the existing high capacity booking.
Article 38/6/1	MFGK Croatia	MFGK's suggestion is to define the „arrival“ in Article 2: Arrival – the vessel is arrived to the PBS. The deletion of the 5 day deadline has negative impact on the Terminal Users and may cause contradiction in terms of supplier contracts which have been concluded already, therefore MFGK do not accept this change.	Explained	<p>Please note that this particular provision is not the subject of this public debate, so the Operator will consider this comment during the public debate for the next amendments of the ROO.</p> <p>Please note that the suggested amendment regarding the delay in arrival of the LNG Carrier may not be accepted since such delay would hinder proper functioning of the Terminal taking into consideration of the amount of the existing high capacity booking.</p>
Article 39/1/2	MFGK Croatia	The wording „temporarily borrowed by the LNG Lender“ shall be amended to „temporarily lent by the LNG Lender“.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.

42.(6)	MET Croatia	<p>We propose 30 days, see underlined:</p> <p>(6) The Joint Terminal Users, i.e. the Joint Terminal User that does not agree with the decision of the other Joint Terminal Users, shall submit to the Operator the bank guarantee referred to in paragraph 5 of this Article no later than 15 days after receiving the request by the Operator, and no later than 15 days before the start of the next gas year except for the first year of use of the Terminal after the commissioning of the LNG terminal, when the Joint Terminal Users, i.e. the Joint Terminal User, are obliged to submit a bank guarantee no later than 15 <u>30</u> days before the LNG terminal starts operating.</p>	Not accepted	Please note it is not possible to provide for such deadline to delivery of JTUA bank guarantee since this deadline has already passed.
Article 42/7	MFGK Croatia	We suggest to delete the word „and“ after the text „valid for the entire period of the gas year“.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Čl. 44.	Anoniman	Predlažemo da se u stavku 4. točka 2. tekst „izvještaj neovisnog revizora“ zamijeni sa „izvještaj neovisnog nadzornika“.	Prihvaćeno	<p>Odredba izmijenjena na odgovarajući način, tako da stavak 4. Točka 2. Glasi:</p> <p>“2. CTMS – izvještaj neovisnog nadzornika”</p>
44.(4)	MET Croatia	<p>Use the following industry standard definitions for the listed loading documents.</p> <p>Amend as follows: “The following shall be submitted to the Operator in addition to the registration request for the LNG Carrier:</p> <p>1. Bill of Lading; 2. Cargo Manifest; 3. Certificate of Origin; 5. Certificate of Quantity; 6. Certificate of Quality;</p>	Accepted	<p>Provision amended accordingly so to read:</p> <p>“1. Bill of Lading; 2. CTMS – Survey Report; 3. Cargo Manifest; 4. Cargo Origin Certificate; 5. Cargo Quantity Certificate; 6. Cargo Quality Certificate; 7. Cargo Safety Data Sheet; 8. Time Log / Port Timesheet; 9. Master’s Receipt of Documents.”</p>

		<p>7. CTMS (Certificate of Custody Measurement System);</p> <p>8. Time Log / Port Timesheet;</p> <p>9. Master's Receipt of Documents.“</p>		
Article 44/4/2	MFGK Croatia	Please clarify what „Surveyor Report“ means. The Croatian version states: “independent auditor report” or “Cro izvještaj neovisnog revizora”, this expression should be clarified and appropriately translated.	Explained	Please note that this is Custody Transfer Measurement System Report from independent surveyer.
Article 44/4/6	MFGK Croatia	Typo, word „quantity“ shall be changed to „quality“.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Čl. 45.	Anoniman	U članku 45. predlažemo izmjenu stavka 2. na način da se podaci o procijenjenom vremenu dolaska umjesto svakih šest sati ažuriraju svakih 12 sati. ili alternativno predlažemo izmjenu stavka 2. na način da se podaci o procijenjenom vremenu dolaska umjesto svakih šest sati, ažuriraju samo ukoliko je došlo do promjene procijenjenog vremena dolaska za više od 1 sat u odnosu na zadnju najavu.	Pojašnjeno	Navedene odredbe su u skladu sa hrvatskim integriranim pomorskim informacijskim sustavom (CIMIS).
45.(1)-(2)	MET Croatia	<p>Below notices should arrive prior to estimated arrival time (ETA) and not window:</p> <p>(1) The Terminal User or their agent shall ensure that the captain and/or commander of the LNG Carrier or their agent regularly update the estimated arrival <u>window time</u> of the LNG Carrier to the Terminal and that the updated data are delivered to the Operator, the port and the competent port authority at least within the following deadlines:</p> <p>- 96 hours prior to the estimated arrival <u>window time</u> of the LNG Carrier to the pilot boarding station, whereby the notification shall contain information on</p>	Accepted	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.

		<p>the condition of the cargo, the estimated cargo temperature, the LNG pressure in the tank, the amount of cargo for discharge to the floating storage and regasification unit and in particular any current or expected operational deficiencies on the LNG Carrier that has or may have an impact on the entry of the LNG Carrier into the port and/or the berthing of the LNG Carrier and/or the stay of the LNG Carrier at the port and/or LNG discharge,</p> <ul style="list-style-type: none"> - 72 hours prior to the estimated arrival <u>window time</u> of the LNG Carrier to the pilot boarding station; - 48 hours prior to the estimated arrival <u>window time</u> of the LNG Carrier to the pilot boarding station; - 24 hours prior to the estimated arrival <u>window time</u> of the LNG Carrier to the pilot boarding station. <p>(2) From the moment when the arrival <u>window time</u> of the LNG Carrier to the pilot boarding station has been estimated to be within 24 hours, the estimated arrival window of the LNG Carrier to the pilot boarding station shall be updated every six hours.</p>		
Čl. 49.	Anoniman	<p>Predlažemo da dopušteno vrijeme stajanja za standardnu količinu tereta iznosi 48 uzastopnih sati umjesto 30 uzastopnih sati koliko je trenutno navedeno izmjenama i dopunama Pravila korištenja terminala za ukapljeni prirodni plin u poglavlju Uvjeti korištenja terminala za UPP, Vrijeme stajanja broda za prijevoz UPP-a članak 49. Predloženo dopušteno vrijeme stajanja od 48 sati je svjetska praksa.</p>	Pojašnjeno	- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila
Čl. 49.	Anoniman	<p>Stavak 1. Predlažemo da dopušteno vrijeme stajanja za standardnu količinu tereta iznosi 48 uzastopnih sati umjesto 30 uzastopnih sati kako je trenutno navedeno u Pravilima o izmjenama i dopunama Pravila korištenja terminala za ukapljeni prirodni plin. Predloženo dopušteno vrijeme stajanja od 48 sati je svjetska praksa i smatramo kako bi se ista trebala primjenjivati na terminalu za UPP na otoku Krku. Dopušteno vrijeme stajanja bitno utječe na</p>	Pojašnjeno	- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila

		<p>troškove dobavljača koji se u konačnici prenose na kupca odnosno korisnika terminala te je isto nužno prilagoditi svjetskoj praksi.</p> <p>Stavak 3., točka 1. Predlažemo jasnije definirati o kakvoj obavijesti se radi i na koju količinu se misli.</p> <p>Stavak 4., točke 1. i 2. „Stvarno vrijeme stajanja će početi kako slijedi:... po nastupu ranijeg od sljedećih događaja:“ Predlažemo da se između dva događaja koji se navode umjesto izraza „i“ koristi izraz „ili“, budući da se izraz „i“ upotrebljava kada se hoće naznačiti da nešto mora biti kumulativno ispunjeno, a u ovom slučaju treba biti ispunjen jedan od dva navedena uvjeta.</p> <p>Stavak 4., točka 2. Predlažemo da se iz teksta izbriše „šest sati“ te da se u nastavku teksta izmijeni u „- nakon što je dostavljena <i>i prihvaćena</i> potvrda o spremnosti ili“ Navedeno se predlaže kako bi se izbjeglo plaćanje troška prekostojnice koji je kupac dužan platiti dobavljaču, a s obzirom na to da kupac nije odgovoran za dolazak broda za prijevoz UPP-a prije vremena dolaska.</p>	<p>Pojašnjeno</p> <p>Pojašnjeno</p> <p>Pojašnjeno</p>	<p>- skrećemo pažnju da se navedena odredba izrijekom referira na situaciju iz stavka 1 ovog članka (dakle riječ je o obavijesti operatora terminala za UPP upućenu operatoru transportnog sustava o točnoj količini plina kada se pretovaruje teret koji ne predstavlja standardnu količinu tereta)</p> <p>- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila</p> <p>- obzirom da navedena izmjena Pravila nije predmet javne rasprave, navedeni komentar će operator terminala za UPP razmotriti na javnoj raspravi u okviru sljedećih izmjena Pravila</p>
Article 49/3/1	MFGK Croatia	<p>MFGK suggests more proper wording, for definate the deadline: „(...) the 5th day of the previous month before the month of deliver (...)“.</p>	Explained	Please note that this issue/deadline is regulated by Art. 27.a of the Methodology on Determining of the Tariff Items for LNG regasification pursuant to which Art. 49/3/1 was drafted
49.(3) (item 2.)	MET Croatia	<p>Not proper translation: 2. in the case referred to in paragraph 2, item 1 of this Article, reimburse the costs to the user of the LNG</p>	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for

		terminal incurred due to the extension of the permitted downtime <u>allowed laytime</u> in an appropriate manner by applying the provisions of Annex I to these Rules.		informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
49.(2) (item 2.), 69.(4) (item 1.), 74.(2) (item 10.), etc.	MET Croatia	The phrase “Force Majeure Event” occurs 30 times in the ROO and Annex I, but it has no definition. Please clarify.	Explained	Please note that the Force Majeure event is already regulated by the Energy Act and may not be defined as such by the ROO as per CERA’s position.
Čl. 56.	Anoniman	Predložemo da se u stavku 10. riječ „renominacija“ zamijeni s riječi „renominaciju“.	Prihvaćeno	Odredba odgovarajuće izmijenjena
Article 56/3/2	MFGK Croatia	Typo, word „of“ shall be changed to „on“ after the text „in case the user does not have the contracted capacity“ .	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Article 57/5	MFGK Croatia	The abbreviaton „i.e.“ shall be changed to „or“.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Article 61/4	MFGK Croatia	From the text „ISO standardsTerminal“ „Terminal“ shall be deleted.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
61.(7)	MET Croatia	In line with Croatian version, please keep GHV at 25°C/0°C:	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that

		- lower <u>higher</u> heating value measured at a pressure of 1.01325 bar and a temperature of 15 <u>25°C/15 0°C</u> .		the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Article 61/7	MFGK Croatia	„lower calorific value at a pressure of 1.01325 bar, a temperature of 15 ° C / 15 ° C“: The English version does not match with Croatian: “gornja ogrjevna vrijednost na tlaku 1,01325 bar, temperaturi 25° C/0° C.” Please confirm which version is correct. Furthermore, referring the changes in that point, please clarify your intention with the modification, as the statement is missing and wording is duplicated.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Article 67/9	MFGK Croatia	From the text „Terminal tankTerminal“ „Terminal“ shall be deleted.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.
Article 69/2	MFGK Croatia	We suggest to change „reasonable time“ to „immediately, not later than 30 minutes after rendering a decision on limitation or suspension“, since such a decision can impact on Terminal Users other contractual obligations.	Explained	Please note that the “reasonable time” period depends on circumstances of each particular case and may amount to for example few hours (in case of urgent matters) to several days (in matters not urgent).
Article 73/3	MFGK Croatia	The text „through the Operator’s information and/or by e-mail“ suggested to be modified as follows: „through the Operator’s information system and/or by e-mail“.	Explained	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account.

Članak Pravila	Podnositelj primjedbe	Primjedba (Prilog I. Opći uvjeti korištenja terminala za ukapljeni prirodni plin)	Odgovor	Obrazloženje
12.a (2)	MET Croatia	<p>As a general practice the Trade Instrument and payment currency in case there is a claim under the Trade Instrument shall be the same. In case the Beneficiary insist to keep the below structure (Trade Instrument amount in EUR but claim and payment in HRK) we need to get the pre-approval of the specified final SBLC / BG draft from our banks – but not sure that they can accept it because it differs from the international applicable rules. We would insist to have both Trade Instrument amount and claim payment in EUR, our proposal is the following:</p> <p>(2) The amount indicated in the payment security provided by the Terminal user to the Operator on the basis of the Terminal Use Agreement and / or the Joint Terminal Use Agreement (where applicable) shall be expressed in euro., unless the Terminal user shall have its registered office in the Republic of Croatia, in which case it shall be denominated in euro, payable in kuna equivalent according to the middle exchange rate of the Croatian National Bank valid on the day of payment.</p>	Not accepted	The Croatian mandatory legislation (Foreign Exchange Act and Decision on payments and collections in foreign means of payment in the country, adopted by the Croatian National Bank) regulate that the payments between residents (i.e. Croatian entities) can be made in foreign currency only in exceptional cases, whereas the payment of fee for use of the LNG terminal is not included in such exceptional cases. Consequently, payment of obligations from TUA must be made in HRK currency.
Čl. 16.	Anoniman	<p>Stavak 4. Predlažemo dodati točku 3. „drugo odgovarajuće sredstvo osiguranja plaćanja prihvatljivo operatoru terminala za UPP.“</p> <p>Stavak 5. Smatramo da je rok za dostavu sredstva osiguranja plaćanja za plinsku godinu 2020/2021 neprovediv. Prema Općim uvjetima korištenja terminala za ukapljeni prirodni plin taj rok je 15 dana</p>	<p>Pojašnjeno</p> <p>Djelomično prihvaćeno</p>	Stavak 4. Razmotrit ćemo komentar i uzeti ga u obzir pri idućim izmjenama Pravila korištenja terminala za UPP. Kako bi se mogla prihvatiti izmjena predložena u komentaru, bilo bi potrebno učiniti dodatne intervencije u tekst odredaba Općih uvjeta (reguliranje uvjeta u kojima je dozvoljeno dati takvo drugo sredstvo osiguranja plaćanja i parametri u pogledu takvog drugog sredstva osiguranja plaćanja), a što nije moguće u sklopu

		<p>prije početka plinske godine. Kako je datum početka rada terminala planiran za 1.1.2021. rok za dostavu sredstva osiguranja plaćanja bi bio 17.12.2020. S obzirom da sredstvo osiguranja plaćanja iznosi 50% ukupnih naknada za korištenje terminala za UPP, a iznos istih će biti poznat tek nakon objave tarifnih stavki za prihvata i otpremu. Odluku o iznosu tarifnih stavki za transport plina za sve godine regulacijskog razdoblja Hrvatska energetska regulatorna agencija dužna je objaviti najmanje deset dana prije početka regulacijskog razdoblja te je shodno navedenom rok za dostavu sredstva osiguranja plaćanja nije moguće ispoštovati. Predlažemo uskladiti rok s objavom tarifnih stavki, odnosno da rok za dostavu sredstva osiguranja plaćanja za plinsku godinu 2020/2021 bude vezan s objavom tarifnih stavki.</p> <p>Stavak 6. Predlažemo dodati tekst označen Italic-Bold.</p> <p>„Smatra se da je korisnik terminala za UPP dostavio sredstvo osiguranja plaćanja kad operator terminala za UPP na adresi sjedišta zaprimi izvornik korporativnog jamstva, bankarske garancije, <i>drugog odgovarajućeg sredstva osiguranja plaćanja prihvatljivog operatoru terminala za UPP</i>, odnosno kad su novčana sredstva proknjižena na depozitnom računu te je operatoru terminala za UPP omogućeno raspolaganje tim sredstvima.“</p> <p>Stavak 8. Predlažemo da se u stavku 8. riječ „ogovorene“ zamijeni s riječi „ugovorene“</p>		<p>izmjena Pravila korištenja terminala za UPP koja su predmet ovog javnog savjetovanja.</p> <p>Stavak 5. Prihvaća se primjedba. Rok dostave sredstva osiguranja plaćanja za prvu godinu rada terminala će biti produžen do 21.12.2020., što će biti regulirano novim stavkom (8) članka 16. Općih uvjeta.</p> <p>Stavak 6. Upućujemo na pojašnjenje uz stavak 4.</p> <p>Stavak 8. Prihvaća se primjedba.</p>
16. (4) (item 2.)	MET Croatia	<p>2. an unconditional and irrevocable bank guarantee payable “on first demand” and “without objection” from a bank acceptable to the Operator, with its contents acceptable to the Operator, issued for the period of validity of at least 60 days after the expiry of the next gas year, which the Terminal User shall renew in accordance with Article 19 of these General Terms and Conditions, so that the Operator during the</p>	Explained	<p>The remark refers only to English version of the GTC. The Croatian version of the GTC is accurate and does not contain writing error.</p> <p>Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended</p>

		entire credit support period payment holds valid credit support pursuant to these General Terms and Conditions.		Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.
Article 16/4/2	MFGK Croatia	Please clarify your intention with adding the word “ <i>payment</i> ”. This Paragraph should be harmonized with Croatian version.	Explained	<p>The remark refers only to English version of the GTC. The Croatian version of the GTC is accurate and does not contain writing error.</p> <p>Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.</p>
Čl. 16.	Anoniman	Stavak 2. Predlažemo dodati točku 3. „drugo odgovarajuće sredstvo osiguranja plaćanja prihvatljivo operatoru terminala za UPP.“	Explained	Razmotrit ćemo komentar i uzeti ga u obzir pri idućim izmjenama Pravila korištenja terminala za UPP. Kako bi se mogla prihvatiti izmjena predložena u komentaru, bilo bi potrebno učiniti dodatne intervencije u tekst odredaba Općih uvjeta (reguliranje uvjeta u kojima je dozvoljeno dati drugo sredstvo osiguranja plaćanja i parametri u pogledu takvog drugog sredstva osiguranja plaćanja), a što nije moguće u sklopu izmjena Pravila korištenja terminala za UPP koja su predmet ovog javnog savjetovanja.
17.(1)	MET Croatia	(1) For services contracted during Short-Term Capacity Booking, the credit support shall be for one hundred per cent (100%) of the total fees for use of the Terminal for the contracted short term capacity gas year , plus VAT if VAT is applicable.	Explained	<p>The remark refers only to English version of the GTC. The Croatian version of the GTC is accurate and does not contain writing error.</p> <p>Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.</p>

Article 17/1	MFGK Croatia	MFGK suggests to delete “gas year” in the text.	Explained	<p>The remark refers only to English version of the GTC. The Croatian version of the GTC is accurate and does not contain writing error.</p> <p>Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.</p>
Article 18	MFGK Croatia	Some items of this article refer to booking and some to allocation. It is not clear whether this was intention or omission.	Explained	The remark is not clear, since Article 18 of GTC does not refer to booking nor to allocation. In addition, Article 18 of the GTC is not subject matter of this public consultation, so we cannot make any amendments to it.
Article 21 and 22	MFGK Croatia	<p>The proposed wording of this Article and Article 22 is at the general level and in both translations not clear.</p> <p>The language of both articles should be adjusted to correspond with legal purpose of the respective articles.</p> <p>In addition, definitions of the capitalised terms should be more precise.</p>	Explained	<p>The purpose of introducing amendments to Articles 21 and 22 was to draft the respective provisions more clearly so that they are understandable and easier to apply for both parties, i.e. for the Operator and the Terminal User.</p> <p>The definitions are provided in Article 2 of the Rules.</p> <p>The remark is general and does not address any specific parts or aspects of the respective provisions which are not clear or which contain inadequate language in the opinion of MFGK Croatia. Consequently, we cannot provide more specific explanation than the one given herein.</p>
21.(1)	MET Croatia	<p>The definition used is kind of its own because it also includes Terminal User itself... whereas it shall be Terminal User and Affiliates and subcontractor etc...</p> <p>(1) The Operator shall not claim from the Terminal User’s Indemnified Party shall not be liable towards the Operator and Operator’s Indemnified Party for compensation of any damages suffered from each and occurring as a result of:</p>	Accepted	We accept the proposed amendment; the wording will be amended accordingly.

21.(1) (item 3.)	MET Croatia	3. any environmental damage or environmental pollution (including fines imposed by a competent authority, including damages for control, prevention of further pollution, removal, remediation, restoration and clean-up of all pollution or contamination) resulting from fire, cratering, seepage, leakage or any other uncontrolled or unlawful flow of liquids, gas, water or other substances, which damage or pollution originates from any of the property of Operator's Indemnified Parties, including spills or leaks of fuel, lubricants, oils, sealants, paints, solvents, ballasts, bilge, garbage or sewerage, unless except if such damage was directly caused by any Terminal User's Indemnified Party acting with intent, gross or ordinary negligence.	Partially accepted Explained	We accept the proposed amendment to delete reference to "ordinary" and "gross" negligence. We do not accept the proposed amendment with regard to supplementing the word "directly", because it is not necessary. The remaining proposed amendments refer to the English version of the GTC, which is drafted only for informative purposes. The wording of the Croatian version of the GTC, which is the only applicable version, is accurate. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.
21.(2)	MET Croatia	(2) If any third party or Operator's Indemnified Party makes a claim for damages or raises action against Terminal User's Indemnified Party for the purpose of compensation of damages resulting from an event referred to in paragraph (1) of this Article, the The Operator shall oblige to hold the Terminal User's Indemnified Party harmless from any third party's such a claims, damages, costs, fees or any other charges to be incurred by the Terminal User's Indemnified Party as result of any event as listed in section (1) of Article 21 hereinabove. and reimburse it for any damages the third party might collect, under the condition that the damages were not caused by the Terminal User's Indemnified Party acting with intent, gross negligence or ordinary negligence.	Not accepted	Although it could be construed from your comment that the intention of the proposed amendments is not to substantially change the meaning of the provision, we are of opinion that initial wording proposed by LNG Croatia d.o.o. is more clear because it states that there will be no obligation of the Operator to hold harmless in case of the fault of Terminal User's Indemnified Party.
22.(1)	MET Croatia	The Operator's Indemnified Party shall not be liable towards the Terminal and Terminal's Indemnified Party for any damages suffered from each and occurring as a result of: The Terminal User shall not claim from the Operator's Indemnified Party compensation of any damages occurring as a result of:	Accepted	We accept the proposed amendment; the wording will be amended accordingly.
21.(3) last line	MET Croatia	Please clarify intention of "negligence".	Explained	Negligence includes ordinary negligence and gross negligence. Ordinary negligence (<i>culpa levis</i>) is failure to act with care and diligence which would be used by

				particularly prudent Terminal User / Operator. Gross negligence (<i>culpa lata</i>) is when a Terminal User / Operator has not used in his behavior the care and diligence that any average Terminal User / Operator would use.
22.(1) (item 3)	MET Croatia	3. any environmental damage or environmental pollution (including fines imposed by a competent authority, including damages for control, prevention of further pollution, removal, remediation, restoration and clean-up of all pollution or contamination) resulting from fire, cratering, seepage, leakage or any other uncontrolled or unlawful flow of liquids, gas, water or other substances, which damage or pollution originates from any of the property of Terminal User's Indemnified Parties, including spills or leaks of fuel, lubricants, oils, sealants, paints, solvents, ballasts, bilge, garbage or sewerage, unless except such damage was caused by any Operator's Indemnified Party acting with intent or gross negligence or ordinary negligence .	Accepted	We accept the proposed amendment to delete reference to "ordinary" and "gross" negligence.
22.(1) last para	MET Croatia	Please clarify intention of "negligence".	Explained	Negligence includes ordinary negligence and gross negligence. Ordinary negligence (<i>culpa levis</i>) is failure to act with care and diligence which would be used by particularly prudent Terminal User / Operator. Gross negligence (<i>culpa lata</i>) is when a Terminal User/Operator has not used in his behavior the care and diligence that any average Terminal User / Operator would use.
22.(2)	MET Croatia	(2) The Terminal shall hold the Operator User's Indemnified Party harmless from any third party's claims, damages, costs, fees or any other charges to be incurred by the Operator User's Indemnified Party as result of any event as listed in section (1) of Article 22 hereinabove If any third party or Terminal User's Indemnified Party makes a claim for damages or raises action against Operator's Indemnified Party for the purpose	Not accepted	Although it could be construed from your comment that the intention of the proposed amendments is not to substantially change the meaning of the provision, we are of opinion that initial wording proposed by LNG Croatia d.o.o. is more clear because it states that there will be no obligation of the Terminal User to hold harmless in case of the fault of Operator's Indemnified Party.

		of compensation of damages resulting from an event referred to in paragraph (1) of this Article, the Terminal User obliges to hold the Operator's Indemnified Party harmless from such a claim, and reimburse it for any damages the third party might collect, under the condition that the damages were not caused by the Operator's Indemnified Party acting with intent, gross negligence or ordinary negligence.		
22.a	MET Croatia	This is in contradiction with Article 22. assessment of intention is needed.	Explained	Article 22 regulates liability for damages which occur at property and persons of Terminal User's Indemnified Party, whereas Article 22.a regulates situation when damage occurs at property and persons of third persons due to the fault of one of the parties. Both provisions (Article 22 and 22.a) include concept of liability in which party which caused the damage due to its intent or negligence is liable to the other party. Hence, the provisions are not in contradiction. We adjusted the wording in Article 22.a in order to make this more clear.
Article 22.a (i)	MFGK Croatia	The wording of „ <i>personal injury</i> “ in the Croatian translation should be „ <i>zahtjeva za naknadu štete</i> “ instead of „ <i>šteta</i> “.	Not accepted	The word „štetu“ (damage) in point (i) is used correctly.
Article 22.a	MFGK Croatia	The wording of „ <i>damages claimed</i> “ in the Croatian translation should be „ <i>tjelesna ozljeda</i> “ instead of „ <i>osobna ozljeda</i> “ as this is the concept used under the Obligations Act.	Accepted	We accept the remark, the wording will be amended accordingly so that it reads „tjelesna ozljeda“.
23.(4)	MET Croatia	Delete paragraph.	Not accepted	The respective provision equally protects the Terminal User and the Operator. It states that the consent will not be unreasonably withheld or delayed.
Čl. 24.	Anoniman	U članku 38. Prijedloga izmjena i dopuna pravila korištenja terminala za ukapljeni prirodni plin navodi se izmjena za članak 24. stavak 1. Smatramo da bi se ta izmjena trebala odnositi na članak 24. stavak 2.	Accepted	We accept the remark, the wording will be amended accordingly.
24.(3)	MET Croatia	No indemnification shall be to the Operator if wished to be covered.	Explained	The remark is not clear. In addition, Article 24(3) of the GTC is not subject matter of this public consultation, so we cannot amend it.
24.(4)	MET Croatia	Indemnification if any shall be excluded if such event is attributable to Operator	Explained	Please note that Article 24(4) of GTC is not subject matter of this public consultation, so we cannot amend it.

				We will consider your remark in future amendments of the GTC.
27	MET Croatia	<p>If, due to any act or omission of the Terminal User, the LNG Carrier or the LNG Carrier's master/commander, the discharge of Cargo is not completed within the Allowed Laytime, the Terminal User shall pay to the Operator compensation for demurrage as follows:</p> <ul style="list-style-type: none"> – a fee for LNG Carriers with a gross capacity of up to 60,000 m3 in the amount of EUR 23,000 per day pro rata, in respect of the excess time and/or Confirmed Reload; – a fee for LNG Carriers with a gross capacity between 60,000 m3 and 110,000 m3 in the amount of EUR 39,000 per day pro rata, in respect of the excess time and/or Confirmed Reload; – a fee for LNG Carriers with a gross capacity of over 110,000 m3 in the amount of EUR 56,000 per day pro rata, in respect of the excess time and/or Confirmed Reload; and – reasonably documented Boil-Off costs paid by the Operator to any other Terminal User as a result of the delay. 	Explained	Please note that Article 27 of GTC is not subject matter of this public consultation, so we cannot amend it. We will consider your remark in future amendments of the GTC.
Article 30	MFGK Croatia	<p>The proposed language „<i>indirect damages</i>“ is not in line with wording under Croatian Obligations Act. Croatian Obligations Act does not use terms „direct“, or „indirect“ damages. Croatian law states that the damages may consist of:</p> <ul style="list-style-type: none"> - Compensation for ordinary damage, i.e., reduction in one’s property (“<i>damnum emergens</i>” or “<i>obična šteta</i>”); - Compensation for loss of earnings (“<i>lucrum cessans</i>” or “<i>izmakla korist</i>”); 	Not accepted	<p>Although Croatian Civil Obligations Act does not use terms „direct“ and „indirect“ damages, such terms are known and recognized in legal theory and practice.</p> <p>Direct and indirect damage differ in legal theory, which states that direct damage is a direct consequence of a harmful event, and indirect damage is a loss that occurs as a further consequence of a harmful event because it did not occur by the harmful event itself, but by another event which was created by and enabled by the harmful event.</p>

		<ul style="list-style-type: none"> - Compensation for violation of privacy rights (non-pecuniary damage or “neimovinska šteta”). <p>Croatian jurisprudence sometimes refers to “indirect” or “consequential” damages, however it lacks consistency as to what constitutes indirect or consequential damages. We would suggest that the wording is aligned with Croatian Obligations Act.</p>		
35.(1)(i)-(ii)	MET Croatia	<p>As per previous version, user shall have a cure period, so such change would be disadvantageous for user, alternatively we can put “and” i/o “or” then fine, underlined to be added:</p> <p>(1) The Operator may suspend the provision of all services which are the subject-matter of these General Terms and Conditions, if the Terminal User:</p> <p>(i) fails to settle any two issued invoices on account of the fee for use of the Terminal pursuant to Article 9 of these General Terms and Conditions <u>and does not remedy it for a period of 30 days</u> or</p> <p>(ii) has remained in default of its payment obligations for an extended period of time <u>of 30 days</u> or</p>	Partially accepted	<p>The word “successive” was deleted in order to prevent possible misuse by the Terminal Users (e.g. by settling every other invoice and in such manner avoiding application of Article 35 of GTC.)</p> <p>We agree to add a cure period of 10 business days from the due date of the second (later) invoice. In order for all the deadlines in this Article to be aligned, we amended also the deadline in paragraph (2) accordingly.</p>
Article 35	MFGK Croatia	This provision should take into account also the existing security instrument for due unpaid invoices and other obligations and in a more balanced way regulate possible suspension of services.	Not accepted	Article 35 regulates situations of severe breach of obligations, which bring into question Terminal User’s future diligent fulfilment of obligations, in which it is justified to use the suspension of provision of services as sanction. The security instrument is used to settle due unpaid claims, but does not change the fact that the Terminal User is in severe breach of its obligations.
Article 35/1/(i)	MFGK Croatia	The modification of this section with leaving the 30 days deadline sets up more strict conditions without any proper deadline for Terminal User, therefore we suggest to keep the original wording.	Partially accepted	We agree to add a cure period of 10 business days from the due date of the second invoice.
Article 35/1/(ii)	MFGK Croatia	Please clarify the difference to the point (i) and what extended period means. Furthermore, this provision is unclear as both (i) payment obligations and (ii) extended period of time are not defined terms, which might lead to various interpretations.	Explained	The remark refers only to English version of the GTC. Default of payment obligations for an extended period of time referred to in paragraph (1) is prolonged breach which is defined in paragraph (2).

				<p>The Croatian version of the GTC is accurate and does not contain writing error. Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.</p>
Article 35/2	MFGK Croatia	<p>Does prolonged breach of payment correspond to “default of payment obligations for an extended period of time”. In case yes, please align the language. What is the protocol if the submitted letter has not been received?</p>	Explained	<p>The remark refers only to English version of the GTC. Default of payment obligations for an extended period of time referred to in paragraph (1) is prolonged breach which is defined in paragraph (2).</p> <p>The Croatian version of the GTC is accurate and does not contain writing error. Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.</p> <p>The Operator must submit the letter in the manner as envisaged by the GTC, and the Terminal User must ensure that the letter is duly received, i.e. must not avoid delivery.</p>
35.(2)	MET Croatia	<p>This paragraph is vaguely worded and gives immediate trigger. Alternatively, the text in brackets shall be deleted</p> <p>(2) A prolonged breach of payment obligations referred to in paragraph 1 of this Article by the Terminal User shall be deemed to exist if a debt (except the debt based on the invoice on account of the fee for use of the Terminal as laid down in paragraph 1(i) of this Article) has not been paid within 10 business days from the date on which the claim was</p>	Not accepted	<p>We agreed to add in paragraph (1) point (i) a cure period of 10 business days from the due date of the second unpaid invoice containing fee for use of the terminal, so this amendment is not necessary.</p>

		submitted through registered mail, courier service or system for transmitting authenticated messages, and without the Terminal User paying this amount or reporting any discrepancy pursuant to these General Terms and Conditions.		
Article 35/2	MFGK Croatia	Does prolonged breach of payment correspond to “default of payment obligations for an extended period of time”. In case yes, please align the language.	Explained	<p>The remark refers only to English version of the GTC. Default of payment obligations for an extended period of time referred to in paragraph (1) is prolonged breach which is defined in paragraph (2).</p> <p>The Croatian version of the GTC is accurate and does not contain writing error. Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.</p>
Article 36/3 and 36/5	MFGK Croatia	What is the protocol if the submitted letter has not been received?	Explained	Comment is not clear, since neither Article 36/3 nor 36/5 mention submission of a letter.
Article 36/3	MFGK Croatia	We propose amend the wording of „The Terminal User shall bear all damages incurred by (...)“ as follows: „The Terminal User shall bear actual damages incurred by (...)“or in Croatian “stvarna šteta“.	Explained	<p>Please see explanation given with regard to your comment of Article 30. of GTC. Although Croatian Civil Obligations Act does not use terms „direct“ and „indirect“ damages, such terms are known and recognized in legal theory and practice.</p> <p>Liability for indirect damages is excluded based on Article 30. of GTC.</p>
36.(3)	MET Croatia	<p>Underlined needs to be added:</p> <p>(3) The Terminal User shall bear all <u>reasonable, documented, direct</u> damages incurred by the Operator as a consequence of a termination and continuation of service provision pursuant to these General Terms and Conditions, whereby the Terminal User shall be liable to the Operator for damages suffered up to the maximum amount of EUR 10,000,000.00 (ten million euros) in total per event.</p>	Not accepted	The Operator will be obligated to prove 1) that the damages incurred and 2) the amount of incurred damages pursuant to the Croatian Civil Obligations Act, which regulates all aspects and questions relating to reimbursement of damages which are not regulated in the provisions of GTC. Consequently, the proposed amendment is redundant.

<p>36.(5)</p>	<p>MET Croatia</p>	<p>Needs to be added, if someone is not affected (e.g. did not plan to use its capacity) should not be part of the basis:</p> <p>(5) In the case from paragraph 4 of this Article, the Operator shall be liable to Terminal Users for the amount of actually incurred damages, up to the maximum amount of EUR 10,000,000.00 (ten million euros) in total per event toward all Terminal Users who have suffered damages, subject to the limitation of liability provided for in Article 25, paragraphs (2) and (3) of these General Conditions. In the case from this Article, the maximum amount of Operator’s liability for damages per event toward each individual Terminal User shall be calculated as follows: the LNG Regasification Capacity of a particular Terminal User contracted for the calendar year in which the damages occurred / total LNG Regasification Capacity contracted by <u>the affected</u> Terminal Users for the calendar year in which the damages occurred * EUR 10,000,000.00.</p>	<p>Not accepted</p>	<p>We cannot accept the remark, since the manner of allocation of maximum liability of the Operator towards the individual Terminal Users is aligned/harmonized throughout all the situations of Operator’s liability in the GTC.</p>
<p>40.(4)</p>	<p>MET Croatia</p>	<p>4. if in any calendar year during the term of the Terminal Use Agreement the total liability of the Operator toward all Terminal Users for failing to provide services exceeds EUR 10,000,000.00 (ten million euros), and if toward each any individual Terminal User it exceeds the proportionate share of the maximum relevant amount established according to the contracted LNG Regasification Capacity of such Terminal User in such calendar year in relation to the contracted LNG Regasification Capacity of all Terminal Users in the relevant calendar year.</p>	<p>Explained</p>	<p>The remark refers only to English version of the GTC.</p> <p>The Croatian version of the GTC is accurate and does not contain writing error. Please note that only the Croatian version of GTC is applicable, and that the provided English translation of GTC is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English language by official court interpreter, in which translation your remark will be taken into account.</p>
	<p>MFGK Croatia</p>	<p>Croatian law does not recognise concept of indirect damage. We propose to foresee damage compensation for ordinary damage (Cro “stvarna šteta”). Alternatively, as proposed under Item 4 “any losses, liabilities and costs”.</p>	<p>Explained</p>	<p>Please see explanation given with regard to your comment of Article 30. of GTC. Although Croatian Civil Obligations Act does not use terms „direct“ and „indirect“ damages, such terms are known and recognized in legal theory and practice.</p>

	MFGK Croatia	We propose to use Croatian law concepts regarding the wording „excluding any indirect damages“.	Explained	Please see explanation given with regard to your comment of Article 30. of GTC. Although Croatian Civil Obligations Act does not use terms „direct“ and „indirect“ damages, such terms are known and recognized in legal theory and practice.
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Članak Pravila	Podnositelj primjedbe	Primjedba (Prilog II. Politika raspodjele prirodnog plina)	Odgovor	Obrazloženje
Article 7/2	MFGK Croatia	The „E“ shall be defined as follows: „E – is the regasified natural gas quantity expressed as energy (kWh)“.	Explained	Nije u raspravi, međutim, u hrvatskoj verziji je ispravno navedeno – prirodni plin. Bit će korigirano u novom prijevodu. Generički odgovor na pogreške u prijevodu i tekst koji nije u raspravi.
Article 11/1 and Article 11/2	MFGK Croatia	Please clarify what the purpose of the accounting of virtual stored gas is?	Explained	By using “Virtual storage”, customers can use regasification service without actually bringing LNG to terminal. So, by accounting that service Operator track their real usage of terminal regasification service during year (by nominations) and volumes of LNG they bring to the terminal.
Article 11/2	MFGK Croatia	The definition of NG_i^G shall be amended as follows: „ NG_i^G - is the Terminal User's Unallowable Loss per Gas Year“.	Accepted	Ispraviti tekst I u hrvatskoj verziji: umjesto po plinskom danu staviti po plinskoj godini.
Article 15/1	MFGK Croatia	According to the former version of ROO any Gas loss occurs during Maintenance period, it shall be compensated for Terminal Users. The modification has negative impacts on Terminal Users gas balance since the new wording suggests to add such a gas	Not accepted	According to Metodology for determination of the tariff items for the unloading and send out of LNG, Operator do not have rights to collect funds to buy or compensate gas to Terminal users during Maintenance period. Therefore, all gas loss which happens on the terminal

		<p>loss to the Total Gas loss, of each Terminal User. They will suffer increased gas loss because of the maintenance without any indemnification. MFGK suggests to keep the original wording.</p>		<p>during Maintenance period is added to the annual Total Gas loss. Based on received comments during public consultation held in 2018. Operator simplified Natural gas allocation policy by removing majority of formulas and calculations from final version, but this provision was missed to be changed accordingly.</p>
15.(1)	MET Croatia	<p>Original version to be kept when Terminal Users were compensated such as:</p> <p>(1) The Total Gas Loss at the Terminal <u>shall be compensated</u> to Terminal Users by the Operator when Terminal Service provision is interrupted due to Terminal Maintenance (except where the aforementioned Terminal Maintenance works are necessary due to Terminal Users fault of the Terminal User or in case of Force Majeure).</p>		