

Chapter 1.4 - DESCRIPTION OF SERVICES

1.4.1 Services

1.4.1.1 Services provided by the Terminal

The Operating Company shall provide the User with the Regasification Service defined in Clause 1.4.1.2 below under the terms and conditions stated in this Regasification Code and in accordance with the Terminal Manuals. The Regasification Service may be continuous or spot/FCFS.

1.4.1.2 Regasification Service

a) For the entire duration of the relevant Capacity Agreement, save as otherwise provided for example, in the event of Adverse Weather Conditions, Force Majeure and safety concerns, etc., the Operating Company will provide the User with the Regasification Service, which includes:

- (i) providing the number of Berthing Slots set forth as a result of the regasification capacity allocated to enable the User to deliver LNG at the Terminal;
- (ii) allowing mooring access alongside the Terminal to receive and Unload LNG Carriers accepted pursuant to Chapter 2.2;
- (iii) providing the Terminal's crew to hook the LNG Carrier mooring lines to the Terminal only;
- (iv) receipt of an Unloaded Cargo from an LNG Carrier during a Delivery Slot;
- (v) storage of the User's LNG in the Terminal;
- (vi) providing the Continuous Redelivery Service;
- (vii) redelivery of Gas to the Redelivery Point or to the Virtual Exchange Point: the Gas quantities will be made available by the Operating Company to SRG which will take delivery of them so that they may be redelivered to Users as part of the Transportation Service envisaged by the Network Code (**Transportation Service**). To such end, the Operating Company is allocated the transport capacity required to import the quantities of regasified LNG to the National Transmission System;
- (viii) providing nitrogen production and injection service for correction of the Wobbe Index of Gas;
- (ix) metering, measurement and analysis of LNG and Gas in accordance with the provisions of Annex 8;
- (x) administrative services required to be performed by the Operating Company under the Regasification Code such as, by way of example and without limitation, reporting and allocation;
- (xi) all scheduling, administrative and other services related to the services described in Clauses 1.4.1.2a)(ii) - 1.4.1.2a)(x) above; and
- (xii) availability of the mooring, tug and pilot services to the LNG Carrier.

b) For each Gas Day falling between the effective date of the Capacity Agreement and the expiry thereof, the Operating Company will make available to the Users:

- (i) the Continuous Redelivery Service unused by any other User; and/or
- (ii) the available capacity in excess of the regasification capacity required to provide the Continuous Redelivery Service, on an interruptible basis, pursuant to Clause 3.4.1.8d) (Interruptible Redelivery Service). The Operating Company may interrupt any Interruptible Redelivery Service made available to the Users at any time and for any reason without incurring any liability as a result of or in connection with such interruption.

c) The Regasification Service does not include, among other things, pilot services or escort or watch vessels (other than the guardian vessel), the disposal of waste in any form from an LNG Carrier, LNG Carrier ballast, bunkering services, fresh water supply, shore leave for LNG Carrier crews, port mooring personnel for line handling (if mandatory), independent cargo surveyor services, any Maritime Authority or other fees, any vetting activities, any condition assessments or any port fees. The costs and expenses of the staff assigned to mooring duties required under the Maritime Regulations will be exclusively charged to the User.

1.4.1.3 Small Scale Service and additional services

- a) For the entire duration of the relevant Small Scale Agreement, save as otherwise provided, for example, in the case of Adverse Weather Conditions, Small Scale Service Adverse Weather Conditions, Force Majeure and safety concerns, etc., the Operating Company may provide the Small Scale Service, which includes:
- (i) providing one or more Small Scale Slots so as to allow the withdrawal of a quantity of LNG present at the Terminal in accordance, in particular, with the provisions of Clause 3.3.2.3, it being understood that the LNG to be redelivered will be a part of the LNG available at the Terminal at the moment of the loading on to the Small Scale Carrier and not necessarily the LNG made available for the Small Scale Service by the Small Scale User;
 - (ii) allowing mooring access alongside the Terminal to Load Small Scale Carriers accepted pursuant to Chapter 2.2;
 - (iii) providing the Terminal's crew to hook the Small Scale Carrier mooring lines exclusively to the Terminal;
 - (iv) availability to load LNG on to a Small Scale Carrier during a Small Scale Slot;
 - (v) availability of mooring, tug and pilot services, where envisaged by the Applicable Law, for the Small Scale Carrier;
 - (vi) administrative services required to be performed by the Operating Company under the Regasification Code such as, by way of example and without limitation, invoicing, reporting and allocation;
 - (vii) all scheduling, administrative and other services related to the services described in Clauses 1.4.1.2a)(i) - 1.4.1.2a)(x) above;

The Small Scale User accepts that the Regasification Service will always have priority over the Small Scale Service and that, therefore, in any situation in which the Operating Company will be asked to assess which service must be interrupted or reduced, the interruption or reduction of the Regasification Service will only occur if any possible reduction or interruption of the Small Scale Service has not been able to prevent even the interruption or reduction of the Regasification Service, such as, by way of example, in the case of maintenance works (both planned and unplanned) or in the case of delays due to Adverse Weather Conditions, it being understood that, by way of example, if a LNG Carrier is late in Unloading in respect of the Ninety Day Unloading and Loading Schedule due to Adverse Weather Conditions and, as a result of such delay, the Unloading cannot take place in a manner compatible with the scheduled Small Scale Slot, the latter will be rescheduled for after the Unloading of the LNG Carrier.

It being understood that the Provision of the Small Scale Service by the Operating Company does not imply any obligation on the Operating Company to procure or make available the quantities of LNG necessary for the use of the Small Scale Service, it being therefore incumbent on the Small Scale User to ensure that on the date on which the Small Scale Slot is planned, the LNG intended for loading is available at the Terminal. The Small Scale User and any interested User accept that the quantity of LNG intended for loading will be withdrawn by the Operating Company from the quantities present in the Terminal's tanks at the time of loading and that, therefore, the quantity of LNG involved in the Small Scale Service may be different from the LNG actually Unloaded.

Subject to the provisions in Clause 1.4.2, the Operating Company may agree to provide the User with any additional services within the capabilities of the Terminal and in accordance with the applicable regulatory terms such as, by way of example, the Flexibility Services.

The Operating Company could make available, pursuant to Ministerial Decree of 18/10/2013 issued by the Ministry for Economic Development (13A08697), the Peak Shaving Service. The Peak Shaving Service Supplier is requested to sign with the Operating Company a Capacity Agreement.

1.4.1.4 Safety of Operations

The Terminal will operate in strict compliance with all applicable operating and safety rules and procedures of the Operating Company and with all applicable International Standards and Applicable Laws.

1.4.1.5 Authority of Terminal Manager

The User shall and shall procure that each member of the User's Group shall, be bound by and comply immediately with any instructions and/or orders issued by the Terminal Manager regarding safety and/or environmental matters of any nature at the Terminal and/or within the Exclusion Zone.

1.4.1.6 Waiver of Regasification Service or Small Scale Service

If the User does not request all or any portion of the Regasification Service (or Small Scale Service) made available by the Operating Company (including in circumstances where Force Majeure causes or results in the User being unable to use the Regasification Service or Small Scale Service), the User will not be entitled to an equivalent amount of Regasification Service (or Small Scale Service) at a later date in lieu of such unused or unrequested Regasification Service (or Small Scale Service), subject to the provisions of Clause 5.2.1.2.

1.4.2 No Discrimination

Save as required by Applicable Laws, the Operating Company shall not provide any User or Small Scale User with:

- a) the Regasification Service or Small Scale Service
 - (i) on terms and conditions which differ from those contained in the Regasification Code and are discriminatory against the User or Small Scale User; or
 - (ii) which would have an adverse effect on the Regasification Service or Small Scale Service which the Operating Company has agreed to provide to the User or Small Scale User; and/or
- b) other services if the provision of such other services would have an adverse effect on the Regasification Service User which the Operating Company has agreed to provide to the User pursuant to the Capacity Agreement or on the Small Scale Service that the Operating Company has agreed to provide to the Small Scale User in accordance with the Small Scale Agreement.

1.4.3 Assignment to Terminal Lenders

The Operating Company may, in its sole discretion, at any time, transfer, assign, mortgage, charge, pledge, create or dispose of any of its rights and/or (if applicable) obligations under the Capacity Agreement by way of security to any Terminal lenders, with which, at the request of the Operating Company, the User agrees to enter into direct agreement Terminal lender means any financial institution or other person which will finance or proposes to finance or refinance the design, procurement, development, operation, modification and/or expansion of the Terminal, and includes the agents or directors of such persons.

1.4.4 Sub-contracting

The Operating Company may, at its sole discretion, at any time appoint and replace any contractor(s) or sub-contractor(s), including ECOS s.r.l. or any other company appointed and authorised by the Operating Company to provide, in whole or in part, the Regasification Service, including the operational management and maintenance of the Terminal pursuant to the International Safety Management Code and ISO 9001, 14001 and OHSAS 18001 (**the O&M Contractor**).

1.4.5 Mooring, tug and pilot services

The User or Small Scale User shall be responsible for requesting the provision of the mooring, tug and pilot services for each LNG Carrier by entering into agreements with the relevant service providers in accordance with the provisions of the Maritime Authorities, it being understood that the User or Small Scale User shall bear the charges due for these services that are not included in the Regasification Service. The information available on these charges will be published on the Operating Company's website.