

CONDITIONS OF USE

All services, operations, facilities and assistance of any kind whatsoever and howsoever provided by The Revithoussa LNG Terminal, operated by The Hellenic Gas Transmission System Operator S.A. (DESFA S.A.) or its Representative/s to ships visiting or calling at The Revithoussa LNG Terminal for any purpose whatsoever are always subject to the following *Conditions of Use* (as may be amended from time to time) and the *Marine Procedures Manual* of the Revithoussa LNG Terminal (as may be amended from time to time), which are applicable and enforceable at all times for any visiting ships of any flag.

Without prejudice to the generality of the foregoing, the following shall be deemed to have been specifically accepted by any LNG ship, as well as her Master, crew, owners, managers, charterers etc, visiting The Revithoussa LNG Terminal regardless of whether such acceptance is specific, express, in writing or otherwise.

1. Interpretations and Definitions

For the purpose of these Conditions of Use, the following definitions or interpretations shall apply:

- 1.1. "LNG" means liquefied natural gas.
- 1.2. "Terminal" means The Revithoussa Liquefied Natural Gas (LNG) Terminal, the jetty, the onshore pipeline send-out facilities and all related supporting facilities positioned at or connected with the Revithoussa Island in Megara Bay, Megara 19100, Greece.
- 1.3. "Terminal Facilities" means the Terminal and all infrastructure, equipment, machinery and installations positioned at the Terminal and on the Revithoussa Island whether fixed or movable including, but not limited to buoys, jetties, berths, lines, fixed and floating objects, water craft, gangways or the discharging facilities.
- 1.4. "Terminal Interests" means (i) the owner as well as the operator of the Terminal and Terminal Facilities, (ii) the employees and agents of the foregoing, (iii) all companies and persons employed at or providing services at the Terminal and (iv) all [(i) - (iii)] parent companies, subsidiaries, or affiliates, or all their respective shareholders, directors, officers, servants, agents, or contractors and their parent companies, subsidiaries, or affiliates or their servants, agents, or contractors, other than any third party providing services to the LNG Carrier at her instructions.
- 1.5. "Terminal Operator" means The Hellenic Gas Transmission System Operator S.A. of Athens, Greece (DESFA S.A.).
- 1.6. "Plant Manager" means the physical person manager of the Terminal.
- 1.7. "Terminal Representative(s)" means the person or persons appointed and authorised by the Terminal Operator to co-ordinate the communication between Terminal and all involved parties for any LNG Carrier calling at the Terminal. This person(s) acts as a contact person/liaison between the Terminal and the LNG Carrier as well as supervises (on behalf of the Terminal) operations regarding the LNG Carrier's call at the Terminal.
- 1.8. "Terminal Services" means any service provided by the Terminal including, but not limited to raising or lowering of the loading arms or loading or discharging LNG or otherwise, but excluding mooring and unmooring, pilotage and towage services which are always arranged for by the LNG Carrier and the LNG Carrier Interests (as defined below) and provided by third parties in accordance with applicable Greek Laws and Regulations and local Port Authority Decrees including articles 188 and following of the Greek Code of Public Maritime Law, the Presidential Decree 232/2005 as well as the General Port Regulations no. 1 and 18 as approved by the Ministerial Decision no. 3131.1/01/93 as amended.
- 1.9. "Manual" means the Terminal's Marine Procedures Manual.
- 1.10. "LNG Carrier" means the LNG carrier or vessel or vessels calling at and/or using the Terminal and the Terminal Facilities.
- 1.11. "LNG Carrier's Interests" means the registered owner and/or owner and/or beneficial owner and/or operator and/or manager and/or charterer of the LNG Carrier.

- 1.12. "Master" means the Master of the LNG Carrier.
- 1.13. "Ship's Agent" means the local port agent acting for the LNG Carrier.
- 1.14. "CoU" means these Conditions of Use of the Terminal and the Terminal Facilities.

2. Compliance

- 2.1. All services, operations, facilities and assistance of any kind whatsoever and howsoever provided by or on behalf of the Terminal and the Terminal Operator and the Terminal Interests are provided at all times subject to all applicable Greek Laws including but not limited to laws, presidential or other decrees, ministerial decisions, and regulations including but not limited to bylaws and Terminal/port regulations, safety regulations, Port Authority decisions and regulations, orders and decrees, towage, salvage and transshipment conditions being in force at the time as well as international conventions ratified by Greece ("Greek Laws").
- 2.2. The LNG Carrier, her Master and crew as well as the LNG Carrier's Interests must comply at all times with all applicable Greek Laws and with all contents of the Manual and of the CoU.
- 2.3. The LNG Carrier calling at the Terminal must first be subject to the Terminal's prior approval and must at all times satisfy and comply with the Terminal's requirements particularised in the *Regulation for Certification of Ships "Technical and Operating Compatibility with the Revithoussa LNG Terminal"* as per Greece's Joint Ministerial Decision with protocol number D3/A/oik.13761 as published in Greece's Government Gazette no. B'/2389 of 8.09.2014 [a copy of the Regulation in English version is available at Desfa's web site @ <http://desfa.gr/en/regulatory-services/lng/terminal-technical-data>].
- 2.4. The LNG Carrier calling at the Terminal must at all times comply also with the Terminal's:
 - (a) Jetty physical and technical limitations
 - (b) Safety procedures and requirements
 - (c) Certification and Inspection requirements
 - (d) Insurance liability requirements.
- 2.5. The LNG carrier should have a valid Ship Inspection Report (SIRE) not older than 12 months, prior to arrival and during alongside the Terminal, on the basis of the latest edition issued by the Oil Companies International Marine Forum.
- 2.6. The Master shall obtain a copy of the latest version of the Manual [available at DESFA's website @ <http://desfa.gr/en/regulatory-services/lng/terminal-technical-data>], which includes all standard ship/shore operational procedures and requirements in effect at the Terminal. Before operations commence the LNG Carrier, her Master and crew must have a thorough knowledge of the Manual and all requirements and procedures set out therein.
- 2.7. The Manual includes the following chapters:
 - (a) Introduction,
 - (b) Overview of the terminal,
 - (c) LNG carrier arrival,
 - (d) Port Navigation - Marine operations,
 - (e) Safety-Access-Security,
 - (f) Environmental regulations,
 - (g) Cargo handling and supervision,
 - (h) Marine Emergency Procedures.

- 2.8. Combinations of factors like weather and current conditions, size, trim, and handling qualities can also affect the Terminal's decision to allow an LNG Carrier to berth at the Terminal, to cease cargo operation and/or to ask the LNG Carrier to unberth from the jetty.
- 2.9. Should an LNG Carrier be rejected or delayed by the Terminal for any reason, the Terminal will communicate to the Master and/or the Ship's Agent the reasons for the rejection or delay. The LNG Carrier and the LNG Carrier Interests agree that the Terminal and Terminal interests will have no liability whatsoever and howsoever arising for any damage caused directly or indirectly to the LNG Carrier, the LNG Carrier's Interests and to any third party whatsoever by such rejection or delay.
- 2.10. The Terminal and the Terminal Representative(s) are authorised to enquire at all times into the continuing eligibility of the LNG Carrier to remain at the Terminal. The Terminal reserves the right at all times to direct an LNG Carrier to leave the Terminal if the Terminal or the Terminal Representative or the Terminal Interests determine that the continued presence of the LNG Carrier poses a threat to the Terminal, to the LNG Carrier, to other vessels, to people or to property, to safety or to the environment. The Master will be advised accordingly. The LNG Carrier and the LNG Carrier Interests agree that the Terminal and Terminal interests will have no liability whatsoever and howsoever arising for any damage caused directly or indirectly to the LNG Carrier, the LNG Carrier's Interests and to any third party whatsoever by such order to leave the Terminal.
- 2.11. No Pilot will moor/berth any LNG Carrier or other vessel to the Terminal jetty unless the Master has first acknowledged and signed the CoU.

3. General Safety Requirements (*Safety First*)

- 3.1. The responsibility for safe conduct of operations whilst the LNG Carrier is at the Terminal rests on the one hand with the LNG Carrier and the Master and on the other with the Terminal. Before the commencement of operations, the prior acknowledgment, acceptance and agreement of the Master regarding the safety requirements set out in the Manual's Ship/Shore Safety Check List is required. The LNG Carrier must also comply with the Terminal's Shore Safety Check-List (SSCL) and the OCIMF standards.
- 3.2. The Terminal expects that the LNG Carrier, her Master and crew as well as the LNG Carrier's Interests adhere strictly to safety requirements throughout the LNG Carrier's stay alongside the Terminal.
- 3.3. Before the commencement of operations and at approximately four (4)-hourly intervals thereafter, the Terminal Representative or a member of the Terminal's staff, accompanied by an officer of the LNG Carrier, shall be making an inspection (on board the LNG Carrier and other) to check the compliance of the LNG Carrier vis-a-vis the Ship/Shore Safety Check List, the Manual and the CoU. In case corrective action is necessary the Terminal will not consent to the commencement of cargo operations or, if already commenced, the Terminal will order immediate cessation of the operations.
- 3.4. Similarly, if the Master considers that safety is at risk by any act or omission on the part of the Terminal or of the Terminal Facilities the Master must notify the Terminal or the Terminal Representative forthwith and may demand the immediate cessation of cargo operations.
- 3.5. In case of an emergency the Manual particularises the applicable guidelines to be followed and actions to be taken by the Terminal, the LNG Carrier and the Master accordingly.

4. Safe Navigation - Operation - Pilotage

- 4.1. Notwithstanding the presence of a Pilot and tugboat(s), the LNG Carrier's Master, on his behalf and on behalf of the LNG Carrier and the LNG Carrier Interests, shall always remain in command of the LNG Carrier and

the LNG Carrier's Master and the LNG Carrier's Interests shall be solely responsible, at all times and under all circumstances, for the safe and proper navigation and operation of the LNG Carrier as well as the safety of life, the LNG Carrier, the environment, the Terminal and any third-party property.

- 4.2. Whilst the Terminal shall exercise reasonable care, skill and diligence in rendering of Terminal's services and providing the use of Terminal Facilities to the LNG Carrier, the Terminal and Terminal Interests shall not be responsible or liable for any loss or damage to the LNG Carrier and LNG Carrier's Interests, actual or consequential, whatsoever and howsoever arising from or related to the LNG Carrier's use of the Terminal and Terminal Facilities regardless of any act, omission, fault or neglect on the part of the Terminal and the Terminal Interests.
- 4.3. Tugboats must comply with Greek Laws (including the provisions set out in clause 1.8 above) and approved by the Elefsis Port Authority. The Ship's Agent should advise the Terminal regarding the tugboats' names and particulars (BHP etc) to be used for the LNG Carrier's berthing/unberthing operations at the Terminal. The same apply for any mooring boats used.
- 4.4. Nothing contained in Manual and in the CoU relieves LNG Carrier, the Master and the LNG Carrier's Interests of their responsibilities and liabilities including but not limited to taking precautions at all times to prevent (listed on an indicative basis):
 - (a) fire (both on board the LNG Carrier and in the Terminal and Terminal Facilities),
 - (b) pollution,
 - (c) LNG release,
 - (d) tank over-pressurization or vacuum,
 - (e) grounding,
 - (f) collision,
 - (g) allision and
 - (h) damage to the Terminal, the Terminal Facilities and Terminal Interests.
- 4.5. The Master and the LNG Carrier's Interests remain solely and fully responsible at all times for the LNG Carrier and her complements, including but not limited to crew and any supernumeraries.
- 4.6. The Terminal and the Terminal Interests (including their servants, agents and contractors) shall not, in any way, be responsible and liable or vicariously liable for the availability or provision of any support services whatsoever contracted by or on behalf of the LNG Carrier, the Master and the LNG Carrier's Interests with any third parties.
- 4.7. All movements in approaching and leaving Revithoussa Island and the Terminal inclusive of berthing, mooring, and unmooring operations within the Terminal areas are to be conducted with duly authorised and approved Pilot(s) on-board, except in emergency un-berthing situations, in accordance with Greek Laws and the Manual.

5. Ship's Agent

- 5.1. The Terminal and Terminal Interests do not perform or provide any port agency services for ships or other.
- 5.2. The LNG Carrier's Interests alone must contact, arrange for and pay at their own cost a Ship's Agent or any other local agency services.

6. State Authorities Personnel - Surveyors - Visitors

- 6.1. The LNG Carrier, the Master and the LNG Carrier's Interests acknowledge, agree and consent that personnel from Greek State Authorities may come on board the LNG Carrier at any time within Terminal or the premises of the Terminal and that these may include personnel from:
 - (a) Port Authority,
 - (b) Hellenic Port Police - Hellenic Coast Guard,
 - (c) Customs,
 - (d) Immigration,
 - (e) Sanitation and
 - (f) Maritime Authorities.
- 6.2. The Ship's Agent shall promptly notify the Terminal of the number of personnel expected to board the LNG Carrier and if they will be required to stay onboard throughout operations.
- 6.3. The above also apply to any independent cargo surveyor(s) or government representative(s) appointed to inspect the LNG Carrier and/or her cargo and to obtain cargo information including but not limited to stowage, load-port information, LNG quantities and specifications.
- 6.4. The Master shall be responsible for ensuring that all visitors coming on board the LNG Carrier whilst she is at the Terminal fully comply with the Manual and the CoU and all safety procedures.
- 6.5. The Terminal personnel that need to attend or remain onboard the LNG Carrier during operations shall be provided with food and accommodation of the standard usually provided for the LNG Carrier's senior officers.

7. Environment Pollution

- 7.1. It is the responsibility of the LNG Carrier, the Master and the LNG Carrier's Interests to prevent pollution and to ensure that the LNG Carrier must comply at all times with Greek Laws in relation to inter alia cargo, bunkers, bilge water, sewage, dirty ballast, plastics, garbage, or any other materials that may cause pollution of the environment.
- 7.2. The LNG Carrier must be entered with the International Tanker Owners Pollution Federation Limited (*ITOPF*).
- 7.3. The LNG Carrier, the Master and the LNG Carrier's Interests must also comply at all times with the provisions of Greek Law and inter alia the following Conventions, Protocols and Resolutions (as amended and ratified by Greek Law):
 - (a) The International Convention for the Prevention of Pollution of the Sea by Oil (*OILPOL*),
 - (b) The Convention for the Protection of the Mediterranean Sea Against Pollution (*Barcelona Convention*) and *The REMPEC Protocol*,
 - (c) The International Convention for the Prevention of Pollution from Ships (*MARPOL and ANNEXES I, II, III, IV, V*), *MARPOL 1997 Protocol (Annex VI)* and *IMO's Resolution MEPC.277(70)*.
 - (d) The International Convention for the Control and Management of Ships' Ballast Water (BWM 2004) and Sediments as ratified in Greece by Law 4470/2017.

- 7.4. The LNG Carrier must have in place and provide to the Terminal upon request an up-to-date *Shipboard Oil Pollution Emergency Plan (SOPEP)* under MARPOL approved by her flag state and have records to substantiate that her crew have received sufficient training and are proficient in responding to emergency situations.
- 7.5. In case of pollution involving the LNG Carrier in any shape or form, the Master must immediately notify the Terminal and the Port Authority.
- 7.6. Any fines imposed by any administration or government or judicial or other authority for pollution directly or indirectly emanating from or arising from or caused by the LNG Carrier or for which the LNG Carrier is liable for under any applicable law, regulation, convention or decree, ministerial or other decision together with all costs of cleaning up any pollution emanating from or caused by the LNG Carrier, shall be for the exclusive account of and remain with the LNG Carrier and the LNG Carrier's Interests.
- 7.7. Any pollution will be investigated by the Terminal and the authorities. The full cost of cleaning up any pollution emanating from or directly or indirectly, wholly or partially caused by the LNG Carrier, her Master and crew and LNG Carriers' Interests shall be borne exclusively by the LNG Carrier and the LNG Carrier Interests. The LNG Carrier, her Master and crew and LNG Carriers' Interests may also be subject to penal prosecution as well as civil and administrative action.
- 7.8. For any oil pollution wholly or partially, directly or indirectly emanating from or arising from or caused by the LNG Carrier or for which the LNG Carrier is liable for under any applicable law, regulation, convention or decree, ministerial or other decision, the LNG Carrier and the LNG Carrier's Interests shall protect, defend, indemnify, compensate and hold harmless the Terminal and Terminal Interests from and against any loss, damage (direct and consequential), liability, suit, complaint, claim, civil, administrative or penal proceedings or expense whatsoever and howsoever arising there from.
- 7.9. Any delay, time lost, demurrage accrued or damages for detention caused to the LNG Carrier as a result of the above shall be for the LNG Carrier's Interests' account alone. The LNG Carrier and the LNG Carrier Interests agree that the Terminal and Terminal Interests will have no and accept no liability or responsibility for such delay, time lost, demurrage accrued or damages for detention.

8. Terminal's Hours of Operation

- 8.1. The Terminal normally operates on a 24-hour basis.
- 8.2. Mooring and unmooring operations are conducted on a 24-hour basis, always consistent with favourable wind and sea conditions, visibility, lighting and availability of Pilot, tugs and line handling crews.
- 8.3. The above are subject to the prevailing and expected sea and weather conditions, and at the full discretion of the Port Authority or of the Terminal.

9. Terminal's Closure

- 9.1. The Terminal or the Terminal Representative may direct the suspension of the Terminal operations due to adverse prevailing or expected sea or weather conditions or specific operational reasons or otherwise based upon the decision by the Port Authority. The Master will be advised accordingly. The Terminal will also keep the Master informed about the times during which the Terminal operations are to remain suspended.
- 9.2. LNG Carriers required to leave the Terminal during periods of Terminal closure must maintain contact with the Terminal via VHF or telephone so as to be ready and available to return when the Terminal becomes operational again.

9.3. The Terminal and Terminal Interests shall not in any way be liable for any loss whatsoever and howsoever arising from any delay, suspension or refusal to permit cargo operations caused by Terminal Closure.

10. Force Majeure

10.1. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority,
- (b) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (d) earthquakes, flood, fire or other physical natural disaster,
- (e) strikes at national level or industrial disputes at a national level, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.

10.2. Neither party is responsible for any failure to perform its obligations pursuant to these CoU, if it is prevented or delayed in performing those obligations by an event of force majeure.

10.3. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under the CoU must immediately notify the other party and the Port Authority giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations hereunder and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.

10.4. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations hereunder.

10.5. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

10.6. The Terminal has no responsibility or liability towards the LNG Carrier and the LNG Carrier Interests for:

- (a) any costs, losses, expenses, damages of the LNG Carrier and of LNG Carrier Interests during an event of force majeure and
- (b) any delay costs or damages whatsoever or howsoever arising due to or related to an event of force majeure.

11. Use of Terminal

11.1. The use of the Terminal and of the Terminal Facilities shall take place always in accordance with Greek Laws, the Manual and the CoU.

- 11.2. The use of the Terminal and of the Terminal Facilities is subject to the express understanding and condition that the Terminal, Terminal Operator and Terminal Interests shall be held harmless from any and all liability, loss, damage or claim which have arisen in connection with the operation of LNG Carriers whilst in the Terminal, save to the extent that any liability, loss or claim has arisen as a consequence of the Terminal's or Terminal's Operator's own sole fault.
- 11.3. Without prejudice to the generality of the foregoing, the Terminal shall not be responsible for:
- (a) any loss or damage to the LNG Carrier, her Master, crew, her cargo, or the LNG Carrier's Interests,
 - (b) or any loss of or damage to property, personal injury or death suffered by the LNG Carrier, her Master, crew and her cargo and by the LNG Carrier's Interests while in Terminal,
 - (c) or any damage caused to the LNG Carrier and to LNG Carrier's Interests caused by any delay whatsoever and howsoever arising, or
 - (d) all claims, damages and costs arising there from, irrespective of whether such loss or damage is direct or indirect.
- 11.4. The Terminal shall not be responsible to the LNG Carrier, her Master, crew, her cargo interests and to the LNG Carrier Interests for any loss related to strikes or other labour disturbances whether the Terminal, its servants or agents are parties thereto or not.
- 11.5. Except to the extent caused or contributed to by Terminal's sole fault, the Terminal shall not be responsible or liable for and the LNG Carrier and LNG Carrier Interests shall hold harmless, fully compensate and indemnify (e.g. with regards to any third party claims) the Terminal and Terminal Interests from and against any damage, claim, cost or expense arising from or connected with:
- (a) any loss suffered by the Terminal and Terminal Interests with respect to damage (direct or consequential) to the Terminal and Terminal Facilities, injury or loss of life of its personnel which is related to the use of the Terminal by the LNG Carrier and which involves the fault, wholly or partially, of her Master, officers or crew, including negligent navigation and of the LNG Carrier's Interests,
 - (b) any loss suffered by third parties with respect to damage to their property, loss of life or injury to their personnel which is related to the use of the Terminal by the LNG Carrier and which involves the fault, wholly or partially, of her Master, officers or crew, including negligent navigation and of the LNG Carrier's Interests and
 - (c) any loss or damage (direct or consequential) to the LNG Carrier, while in the Terminal or not, her Master and crew and to the LNG Carrier's Interests.
- 11.6. Without prejudice to the generality of the foregoing provisions, every exemption, limitation, condition, indemnity and liability herein contained and every right, exemption from liability, indemnity, compensation, defence, and immunity of whatsoever nature applicable to the Terminal, Terminal Operator and Terminal Interests or to which they are entitled hereunder shall also be available and shall extend to protect every servant or agent of the Terminal, Terminal Operator and Terminal Interests.

12. Drugs and Alcohol

- 12.1. As part of the prequalification requirements before the LNG Carrier is permitted to call at the Terminal, the LNG Carrier and LNG Carrier Interests must have in place an effective drug and alcohol abuse policy, a copy of which must be posted onboard. This drug and alcohol abuse policy must meet or exceed the standards specified in the *OCIMF Guidelines for the Control of Drugs and Alcohol Onboard LNG Carrier*.

12.2. Whilst the LNG Carrier is within the Terminal's operational limits:

- (a) this drug and alcohol abuse policy must be strictly observed and the Master must ensure that no restricted drugs (other than those in the medical locker) are onboard and that no alcohol is used or is available for use and
- (b) the LNG Carrier's Master and crew must have a zero blood alcohol level whilst the LNG Carrier is approaching, berthing, staying at berth, unberthing and sailing away from the Terminal.

13. Crewmember Ashore - Personal Protective Equipment

13.1. In accordance with the Terminal's safety policies, the wearing of safety helmets and eye protection is mandatory for all persons on Revithoussa Island and/or outside all Terminal's buildings.

13.2. The Terminal therefore requires all LNG Carrier's crew and personnel to wear such clothing at all times when they are on the Terminal and outside all Terminal's buildings.

14. Removal of Wrecks

14.1. If the LNG Carrier or any object on board becomes, or is likely to become, an obstruction, threat, or danger to navigation, operations, safety, health, environment or security of the Terminal (a "hazard"), the Master and the LNG Carrier's Interests shall, at the option of the Terminal, take immediate action to clear, remove or rectify the hazard as the Harbour Master may direct, or the Terminal shall be entitled to take such measures as it may deem appropriate to clear, remove or rectify the hazard and the LNG Carrier and LNG Carrier Interests shall be solely responsible and liable for all fees, costs and expenses associated therewith.

14.2. For issues of wrecks and wreck removal Greek Law (inter alia Law 2881/2001 as amended) shall apply.

15. Liability - Insurance

15.1. The LNG Carrier and LNG Carrier Interests must ensure that the LNG Carrier carries and shall carry at all times valid insurance cover for hull and machinery (H&M) including institute war and strikes, collision and allision liability (including FFO cover) and wreck removal - all at replacement value.

15.2. The LNG Carrier and LNG Carrier Interests must ensure that the LNG Carrier carries and shall carry at all times valid insurance cover as per Directive 2009/20/EC of the European Parliament and of the Council of 23 April 2009 on the insurance of shipowners for maritime claims (ratified in Greece as per Presidential Decree 6/2012).

15.3. The LNG Carrier and LNG Carrier Interests must ensure that the LNG Carrier carries and shall carry at all times valid insurance cover for protection and indemnity with a P&I Club (which must be member of the International Group of P&I Clubs - if not the LNG Carrier will not be granted access to the Terminal) which covers for the maximum limit available inter alia:

- (a) liability for environmental pollution (including from equipment supplied by the LNG Carrier's Interests)
- (b) oil pollution (cover for US\$ 1,000,000,000)
- (c) clean-up costs and pollution damages
- (d) damage to other vessel (collision and RDC included)
- (e) allision and damage to other property (striking and FFO included)
- (f) loss or damage to cargo

- (g) crew, passenger and other death/personal injury
- (h) third party economic loss (for inter alia loss of use of a berth and the Terminal's jetty)
- (i) wreck removal.

15.4. Upon the Terminal's request and in any event before the LNG Carrier's arrival at the Terminal, the LNG Carrier, the Master and the LNG Carrier's Interests must provide evidence to the Terminal of the above insurance policies/covers as well as providing to the Terminal the following certificates:

- (a) Certificate on Civil Liability for Bunker Oil Pollution Damage (CLB) - Bunkers Convention Blue Card (compulsory insurance as per Greek Law 3393/2005 as amended)
- (b) Wreck Removal Certificate (compulsory insurance as per Greek Law 2881/2001 as amended)
- (c) Ship Sanitation Certificate
- (d) Maritime Labour Certificate (MLC Certificate) (as per Greek Law 4078/2012 ratifying the 2006 MLC).

15.5. The LNG Carrier and the LNG Carrier Interests hereby expressly, unreservedly, voluntarily and intentionally waive any rights to limit their liability under the Limitation Convention 1976, as amended by the Protocol of 1996 (ratified in Greece with Law 3743/2009), or any other similar law or convention (and including any modifications, amendments and extensions thereto) applicable in Greece or any subdivision thereof. Such waiver shall include any right to petition a Court or other entity for limitation of liability, any right to claim limitation of liability as a defense in an action, and any other similar right under relevant law.

15.6. The liability of the LNG Carrier, her Master and crew and of the LNG Carrier's Interests to the Terminal and of the Terminal and Terminal Interests arising out of the operation of these Conditions of Use shall be limited in all circumstances to US\$ 150,000,000 for any one accident or occurrence with the exception of pollution (in which case the limit is at US\$ 1,000,000,000).

16. Change of Ownership or Management of Master

16.1. The Master and/or the LNG Carrier Interests are under an obligation to immediately notify the Terminal in writing in case of change of ownership and/or management and/or Master of the LNG Carrier before the LNG Carrier arrives or whilst she is at the Terminal. In case of such change, the Terminal reserves the right at all times to withdraw its permission to the LNG Carrier to call at the Terminal. If she is already berthed, the Terminal reserves the right to direct the LNG Carrier to leave the Terminal without any cost or expense or liability to the Terminal.

16.2. In any such change, the Manual and the CoU shall be automatically and unreservedly binding on and enforceable against the new interests or new master, irrespective of the notification and acceptance procedure herein below.

16.3. The above notification of change to the Terminal, as well as the acknowledgment and acceptance from the new interests and master that the Manual and the CoU are binding and enforceable on them, shall be duly dated, signed and sealed by all original LNG Carrier's Interests and the Master as well as the new master and new interests and must be provided to the Terminal immediately upon completion of such change.

17. General

17.1. By the Master signing the CoU, the LNG Carrier, the Master and the LNG Carrier's Interests are bound by the CoU then in force and any changes that:

- (a) were already scheduled to come into force and for which advance notice has been given to them or
- (b) arise from the coming into force of new, or amendment of, Greek Laws that have, or may have, a direct or indirect influence on the Terminal or its operation

shall be applied fully and automatically from the date of their entry into force.

- 17.2. The CoU should be read together with the Manual. In case of conflict between the CoU and the Manual, the CoU shall prevail.
- 17.3. In case any condition in these CoU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining conditions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 17.4. All conditions mentioned herein are material conditions precedent to the use of the Terminal and the Terminal Facilities.

18. Law & Jurisdiction

Each and every party mentioned herein hereby irrevocably agrees that:

- 18.1. The CoU and the Manual shall be governed by, interpreted and construed in accordance with the Laws of Greece.
- 18.2. Any matter or dispute whatsoever and howsoever arising out or in connection with the CoU and the Manual and the transactions contemplated thereunder as well as any dispute whatsoever and howsoever arising between the parties mentioned herein (including but not limited to disputes under contract or in tort) shall be governed by and construed in accordance with the Laws of Greece.
- 18.3. In relation to any matter or dispute whatsoever and howsoever arising out of or in connection with the CoU and the Manual and the transactions contemplated thereunder as well as any dispute whatsoever and howsoever arising between the parties mentioned herein (including but not limited to disputes under contract or in tort) each of the parties irrevocably submits to the exclusive jurisdiction of the Courts in Piraeus, Greece and waives any objection to proceedings in the Courts in Piraeus, Greece on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 18.4. Process may be served on any party mentioned herein in any manner authorized by the Laws of Greece for such persons and any such party irrevocably waives any objection whatsoever which it might otherwise have to service of process under the Laws of Greece.

**LETTER OF ACKNOWLEDGMENT
OF RECEIPT & ACCEPTANCE & COMPLIANCE
WITH THE CONDITIONS OF USE
OF THE REVITHOUSSA LIQUEFIED NATURAL GAS (LNG) TERMINAL**

I, [.....], son of (father's name),

with [country of issuance] Passport no. [...],

Master of the LNG Carrier (name),

[.....-IMO], [..... -Flag]

owned by [full style of owners],

managed by [full style of managers],

and chartered by [full style of charterers]

for myself and under authority for and behalf of the LNG Carrier and LNG Carrier's Interests as defined in the Conditions of Use of The Revithoussa LNG Terminal hereby confirm that in consideration for the Terminal's permission for the above-mentioned LNG Carrier to call and use the Terminal,

I, the LNG Carrier, her crew and cargo and the LNG Carriers' Interests acknowledge receipt of these Conditions of Use, and agree for all LNG Carrier, her Master, crew and cargo and the LNG Carriers' Interests to be bound by these Conditions of Use, the Manual and Greek Laws at all times.

LNG Carrier's Master's Name (please print):

Signed by the LNG Carrier's Master:_____

For himself and under authority for and behalf of the LNG Carrier and LNG Carrier's Interests

Seal of LNG Carrier:

Dated (dd/mm/yyyy):