

**ANNEX FFF - CONDITIONS OF USE for LNG CARRIERS****ETKİ LNG TERMINAL****Conditions of Use for  
LNG CARRIERS****Annex - FFF**

to ETKİ LNG TERMINAL INFORMATION AND REGULATIONS for FSRU and LNGC

## **CONDITIONS OF USE**

All facilities and assistance of any kind whatsoever provided by the ETKI LNG Terminal Management or its Representative/s to LNG carriers visiting ETKI Terminal for any purpose whatsoever are subject to the following Conditions of Use (Conditions). These conditions are applicable regardless of whether or not any or all charges/costs are paid or are actually or impliedly due from or on account of any visiting vessels of any flag. Without prejudice to the generality of the foregoing, the following shall be deemed to have been specifically accepted by any vessel visiting Etki LNG Terminal regardless of whether such acceptance is specific, in writing or otherwise.

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

### **1. Interpretations and Definitions**

- 1.1 “Terminal” means the FSRU, the jetty, the onshore pipeline send-out facilities, and related supporting facilities positioned at Aliaga, Izmir, Turkey.
- 1.2 “Terminal Facilities” means all the infrastructure, equipment and installations at the Terminal which includes, but is not limited to, channels, channel markings, buoys, jetty, gangway or the unloading facilities.
- 1.3 “Terminal Interests” means (i) the owner of the jetty, the onshore pipeline send-out facilities, and related supporting facilities positioned at Aliaga, Izmir, Turkey and its Affiliates, (ii) the FSRU Services Provider and its Affiliates, (iii) the owner and operator of the FSRU and their respective Affiliates, (iv) all persons employed at or providing services at the Terminal other than any person providing services to the LNG Carrier and (v) the employees and agents of the foregoing.
- 1.4 “Terminal Operator” means “ETKİ LNG TERMINAL” representing the Terminal Interests.
- 1.5 “Terminal Services” means any service rendered by the Terminal or by the Terminal Representative/s which included, but is not limited to, mooring or unmooring or raising or lowering of the loading lines or loading or discharging or otherwise, but excluding pilotage and towage services which are provided by third party in line with local regulations.
- 1.6 “FSRU” means vessel built as a floating storage and regasification unit.
- 1.7 “FSRU Service Provider” means PRONAV Ship Management GmbH & Co. KG.
- 1.8 “LNG Carrier or Ship” means the LNG Carrier or vessels using the Terminal Facilities that is party to these Conditions.
- 1.9 “Owner” means the owner and/or operator and/or manager and/or charterer of the LNG Carrier or Ship.

## 2. Master's Responsibility

The Master of an LNG Carrier calling at the Terminal is solely responsible on behalf of the Owner for the safe navigation and operation of the LNG Carrier. Nothing contained in Terminal Regulations relieves a Master of his responsibilities including taking precautions to prevent:

- fire / LNG release
- tank over pressurization or vacuum
- grounding and damage to Terminal Facility
- environmental pollution

The Master remains at all times fully responsible for the LNG Carrier and for its complement, including crew and any supernumeraries. The Terminal (including its servants, agents and contractors) shall, in any way, not be responsible for the availability or provision of support services contracted by or on behalf of the LNG Carrier with parties other than Terminal and not included in the Port Charges.

## 3. Agency

Terminal and its personnel do not perform any LNG Carrier agency functions. The LNG Carrier's Owner must arrange for a Ship's Agent or any other local agency Services. It is recognized that a representative of the agency may need to board or be onboard the LNG Carrier.

## 4. Government Officials

It is recognized that Turkish government officials may need to attend onboard the LNG Carrier within Terminal or the premises of the Terminal and that these may include:

- Customs Officer, Immigration Officer, Sanitary Officer
- Maritime Authorities' representative / Coast Guard

The LNG Carrier or the Ship's Agent should advise the Terminal when such need arises.

## 5. Anti-Pollution

It is the responsibility of the LNG Carrier's Master to prevent pollution and to ensure that the LNG Carrier complies with all applicable laws and regulations in relation to cargo, bunkers, bilge water, sewage, dirty ballast, plastics, garbage, or any other materials that may cause pollution of the sea or atmosphere. The LNG Carrier must have in place a Shipboard Oil Pollution Emergency Plan (SOPEP) approved by its flag state and have records to substantiate that the personnel onboard have received training and are proficient in responding to emergency situations.

Any fines imposed by any administration or government for pollution arising from or caused by the LNG Carrier or for which the LNG Carrier is liable for under any applicable law, together with all costs of cleaning up any pollution emanating from or caused by the LNG Carrier, shall be for the account of and remain with the LNG Carrier and the Owner.

## 6. Terminal Hours of Operation

Subject to the prevailing and expected sea and weather conditions, and at the full discretion of the Harbour Master or representative of Terminal, for all movements of LNG Carriers in the navigation channel the Terminal is restricted to daylight hours only for berthing.

## 7. Marine Terminal Closure

Terminal Representative may direct the suspension of the Terminal operations due to adverse prevailing or expected sea or weather conditions or otherwise based upon the decision by the Harbour Master with consultation of the Terminal Director. The Terminal will keep the LNG Carrier informed about the times during which the Terminal operations are to remain suspended. LNG Carriers required to leave the Terminal during periods of Terminal closure must maintain contact with the Terminal via VHF so as to be ready and available when the Terminal becomes operational again. The Terminal (including its servants, agents and contractors) shall not be in any way be liable for any financial losses whatsoever as a result of delay, suspension or refusal to permit cargo operations under this clause.

## 8. Port Services

8.1 All movements in the navigation channel and the Terminal inclusive of berthing, mooring, and unmooring operations are to be conducted with the Terminal Management's approved Pilot(s) on-board. Notwithstanding the presence of a Pilot, the Master always remains in command of the LNG Carrier and is responsible for its safe navigation and operation. The Terminal shall not be responsible for any injury or death of personnel, loss or damage to the Ship whatsoever irrespective of whether the same is direct or indirect which is related to the use of the Terminal Services and Facilities by the Ship regardless of any act omission fault or neglect on the part of the Terminal.

8.2 without prejudice to the generality of the foregoing, the Terminal shall not be responsible for:

(i) any loss or damage to the Ship;

(ii) or any loss of or damage to property, personal injury or death suffered by the Master, Officers or Crew while in Terminal,

Irrespective of whether such loss is direct or indirect and all claims, damages and costs arising therefrom, the Owner of the Ship shall hold harmless and indemnify the Terminal Interests from and against any claim, cost or expense arising from the same save to the extent such claim, loss or expense arises from the sole fault or neglect of the Terminal Interests.

8.3 The Terminal shall not be responsible to the ship for any loss related to strikes or other labor disturbances whether the Terminal, its Servants or Agents are parties thereto or not.

8.4 Except to the extent caused or contributed to by Terminal's sole fault or negligence, the Owner shall hold harmless and indemnify the Terminal Interests from and against any claim, cost or expense arising from:

- 8.4.1 any loss suffered by the Terminal with respect to damage to the Terminal Facilities, injury or loss of life of its personnel which is related to the use of the Terminal by the Ship and which involves the fault, wholly or partially, of the Master, officers or crew, including negligent navigation;
- 8.4.2 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 Ship and which involves the fault, wholly or partially, of the Master, officers or crew, including negligent navigation;
- 8.4.3 any loss suffered by the Terminal with respect to a hazard under paragraph 11 hereof;

## 9. Drugs and Alcohol

As part of the prequalification requirements before the LNG Carrier is permitted to call at Terminal the Owner of the LNG Carrier 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'. Whilst the LNG Carrier is within the Terminal operational limits, this drug and alcohol abuse policy must be strictly observed and the LNG Carrier's 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.

The crew of the LNG Carrier must have a zero-blood alcohol level within Terminal area.

## 10. Visitors attending the LNG Carrier

The LNG Carrier (including its Owner and Master) shall be responsible for ensuring that all visitors attending within the Terminal premises, including representatives of Users, Terminal, independent surveyors and Ship's Agents, fully comply with the Terminal Regulations and other procedures. The Terminal personnel that need to attend or remain onboard the LNG Carrier during berthing and off-loading operations shall be provided with food and accommodation of the standard usually provided for the LNG Carrier's senior officers.

## 11. Removal of Wrecks

If the Ship 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 Owner shall, at the option of the Terminal Management, take immediate action to clear, remove or rectify the hazard as the Harbour Master may direct, or the Terminal Management shall be entitled to take such measures as it may deem appropriate to clear, remove or rectify the hazard and the Master and Owner shall be responsible for all costs and expenses associated therewith.

## 12. Provision of Services

12.1 Compliance with laws: all services, facilities and assistance provided by or on behalf of Terminal, its servants or contractors their parent companies, subsidiaries, or affiliates, or its or their servants, agents, or contractors whether or not any charge is made by Terminal thereof are provided subject to the Port and Terminal Regulations and all applicable laws and regulations for the time being in force.

12.2 The Terminal Representative on LNG Carrier: the services of the Terminal Representative are provided to the LNG Carrier with the express understanding and condition that the Terminal Representative becomes for such purposes the agents/servant of the LNG Carrier (including its owners, operator and charterers) and the Terminal (including its servants, agents and contractors) shall not in any way be liable for any loss, damage or personal injury (of any nature whatsoever including death) incurred by any person whomsoever, resulting from or in any way contributory to or connected with, the advice or assistance given or for any action taken by the Terminal Representative, whether negligent or otherwise.

12.3 LNG Carrier Navigation: in all circumstances, the Master of the LNG Carrier shall remain solely responsible on behalf of its Owner for the navigation and operation of the LNG Carrier. save to the extent set out in paragraph 8.4 above, the Terminal (including its servants, agents and contractors) shall in no circumstances whatsoever be responsible or liable for any loss, damage, or delay arising whether directly or indirectly from any assistance, advice or instructions whatsoever given or tendered in respect of any vessel whether by way of the provision of navigation facilities (including berthing aids) or otherwise howsoever and irrespective of neglect on the part of the Terminal.

## 13. Changes to the Conditions of Use

By signing these Conditions of Use, the LNG Carrier including its Owner and Master are bound by the Conditions of Use then in force and any changes that:

- were already scheduled to come into force and for which advance notice has been given
- arise from the coming into force of new legal or statutory provisions or regulations issued by the Port Authority or other competent bodies that have, or may have, a direct or indirect influence on the Terminal or its operation; such new provisions or regulations shall be applied fully from the date of their entry into force. Where changes to any part of the Conditions of Use are made no compensation of any sort shall be due.

## 14. Pollution

The LNG Carrier shall be entered with the International Tanker Owners Pollution Federation Limited (ITOPF). For any oil pollution caused by the LNG Carrier, its Master, or crew, the LNG Carrier and its Owner shall protect, defend, indemnify, and hold harmless Terminal Interests from and against any loss, damage, liability, suit, claim, or expense arising there from.

## 15. Parties and Related Parties

It is hereby expressly agreed that no servant or agent of Terminal Interests shall be under any liability whatsoever for any loss, damage, or delay of whatsoever kind arising or resulting directly or indirectly from any act or neglect or default on its part while acting in the course of or in connection with its employment. Without prejudice to the generality of the foregoing provisions in this Article, every exemption, limitation, condition, and liability herein contained and every right, exemption from liability, defense, and immunity of whatsoever nature applicable to Terminal Interests or to which Terminal Interests are entitled hereunder shall also be available and shall extend to protect every such servant or agent of Terminal Interests acting as aforesaid, and for the purpose of all the foregoing provisions of this clause, Terminal Interests are or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time, and all such persons shall to this extent be or be deemed to be parties to this agreement.

## 16. Limits of Liability

The Owner must procure that each Ship carries the following insurance for so long as it accesses, operates or is situated within the Terminal:

- (a) hull and machinery insurance covering hull and machinery, collision liability, removal of wreckage and institute war and strikes insurance for not less than the following amounts:
  - (i) hull and machinery (including institute war and strikes) - replacement value;
  - (ii) removal of wreckage - replacement value; and
  - (iii) collision liability - replacement value,containing terms at least equivalent to London ITC 1983 conditions; and
- (b) marine protection and indemnity insurance (which may be constituted by membership of a P&I Club of the International Club of P&I Clubs) which covers:
  - (i) liability for pollution (including from equipment supplied by the Owner of the Ship); and
  - (ii) incidents such as collision (covers collision liabilities not covered under the hull and machinery insurance) and removal of wrecks, for the maximum limit available (on reasonable commercial terms) from a recognized P&I Club but not less than:
  - (iii) oil pollution liability - US\$1,000,000,000; and
  - (iv) all other liability - US\$150,000,000

The Owner must give to the Terminal evidence of the insurance policies as soon as practicable on request.

**17.** These Conditions of Use shall be construed, interpreted and applied in accordance with English Law. All disputes or differences arising out of or in connection with these Conditions of Use or any service to be provided under same shall be referred to arbitration in London, such arbitration to be conducted under the current terms of the London Maritime Arbitrators' Association (LMAA). Provided that, where the amount in dispute does not exceed the sum of USD 200,000 (or such other sum as the parties may agree) any dispute shall be resolved by a sole arbitrator in accordance with the Small Claims Procedure (SCP) of the LMAA.

**18.** Except to the extent expressly preserved in this Agreement, the Ship and the Owner hereby expressly, voluntarily and intentionally waive any rights to limit their liability under the Limitation Convention 1976, as

amended by the Protocol of 1996, or any other similar law or convention (and including any modifications, amendments and extensions thereto) applicable in the Republic of Turkey or any subdivision thereof but always limited in all circumstances to US \$150,000,000. Such waiver shall include any right to petition a court, arbitral tribunal 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.

**19.** The liability of the Owner, the Ship and the Master to the 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.

Dated: \_\_\_\_\_

LNG VESSEL'S

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Name

IMO No.:

LNG/C MASTER'S

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Name

Signature &amp; Stamp:

FSRU MASTER'S

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Name

Signature &amp; Stamp:

TERMINAL OPERATOR

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Represented By:

Signature:

\*\*\* Pilot will not moor any vessel to ETKİ LNG Terminal wharves unless they have the Master's signature on the acknowledgement below.