



Gas Transmission Operator
GAZ-SYSTEM S.A.

**LNG REGASIFICATION
SERVICES TARIFF**

No. 7

Warsaw, December 2021

The English version is provided for the information purpose only.

If any discrepancy arises between this translation and the Polish original, the Polish original shall prevail.

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1. GENERAL PROVISIONS

1.1. LNG Regasification Services Tariff No. 7 has been drawn up by Gas Transmission Operator GAZ-SYSTEM S.A. energy company with its registered office in Warsaw, hereinafter referred to as „the Operator”, The Tariff shall be in force from 1 January 2022 6:00 a.m. to 1 January 2023 6:00 a.m. based on applicable legislation including but not limited to:

1.1.1. Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005 (UE Official Journal L n. 211 of 14.08.2009 p. 36, as amended),

1.1.2. Act of 10 April 1997 – Energy Law (Journal of Laws of 2021 item 716, as amended),

1.1.3. Decree of the Minister of Energy of 15 March 2018 regarding detailed principles of determination and computation of tariffs and settlements in gaseous fuels trade (Journal of Laws of 2021, item 280, as amended),

1.1.4. Decree of the Ministry of Economy of 2 July 2010 r. on detailed conditions of gas system operations (Journal of Laws of 2018, item 1158, as amended).

1.2. The Tariff shall include:

1.2.1. Fees charged for rendering the Regasification Services (long-term and short-term),

1.2.2. Fees charged for rendering Additional Services,

1.2.3. Fee for Extended Process Storage of LNG

1.2.4. Method of settling the volume of LNG used for the purpose of the regasification process,

1.2.5. Principles of settlement adjustment,

1.2.6. Discounts due to failing to meet the quality standards of services provided to Terminal Users,

1.2.7. Principles of awarding the discounts due to failing to meet the quality standards of the Regasification Services and Additional Services.

- 1.3. Fees charged for the Regasification Services have been established in consideration of the principle according to which the Terminal User shall provide the Operator with the volume of LNG which is necessary for the regasification of the volume of Unloaded LNG owned by that Terminal User, as determined in accordance with the provisions of the LNG Terminal Code.
- 1.4. Fees established in the Tariff do not include Value Added Tax. The VAT tax shall be levied in concordance with the applicable tax law.
- 1.5. Readings of metering instruments shall be made with one cubic meter (m³) accuracy. The volume of gaseous fuel shall be determined with accuracy of one cubic meter (m³) in normal conditions. The volume of gaseous fuel in units of energy shall be determined with one kilowatt-hour (kWh) accuracy, whereas the Contractual Capacity shall be determined with one kilowatt-hour per hour (kWh/h) accuracy.
- 1.6. The term of „LNG volume” used in the Tariff shall be construed as the quantity of energy contained in LNG and expressed in kWh, whereas the “volume of Gaseous Fuel” shall be construed as the quantity of energy contained in Gaseous Fuel expressed in kWh.

2. DEFINITIONS

The terms and capitalized expressions used in the Tariff shall have the meaning specified below. Other terms shall be construed in accordance with their meaning set forth in the Regasification Agreement.

- 2.1. LNG Truck – combination vehicle designed for the road transport of LNG by a tank truck.
- 2.2. Gas Day – period from 6:00 a.m. of the given day (D) to 6:00 a.m. of the following day (D+1).
- 2.3. Terminal Code – Terminal Operations Code in force as established by the Operator.
- 2.4. LNG (liquefied natural gas) – a liquid fuel consisting primarily of methane, produced by cooling natural gas down to at least -161°C , with the quality parameters specified in the Terminal Code or agreed in writing with the Terminal User.
- 2.5. Gas Month – period from 6:00 a.m. of the first day of the given month (M) to 6:00 a.m. of the first day of the following month (M+1).
- 2.6. Contractual Capacity – maximum hourly quantity of Gaseous Fuel that can be received by the Terminal User at the Exit Point_{TSO}, expressed in kWh/h.
- 2.7. Transmission System Operator (TSO) - Transmission System Operator GAZ-SYSTEM S.A. – energy company in charge of the transmission of Gaseous Fuel and responsible for the operations of the Transmission System.
- 2.8. Gaseous Fuel – high-methane natural gas produced in LNG regasification process, compliant with the requirements specified for such gas in the *Transmission Network Code* in force and applied by the TSO.
- 2.9. Process Storage – storage of liquefied natural gas in storage tank within the LNG terminal installation since the unloading of a liquefied natural gas cargo until its receipt by transshipment, loading or after its regasification from the installation.
- 2.10. Process Storage Program – a schedule determining the maximum and minimum quantity of LNG out of the Unloaded Quantities of LNG that may be stored in the Terminal tanks for a defined period of time (Gas Days).
- 2.11. Extended Process Storage – storage of liquefied natural gas in storage tank within the LNG terminal installation for a longer period than scheduled for completing the

regasification process of a given quantity of natural gas with the capacity determined in the agreement.

- 2.12. Exit Points – Exit Point_{TRUCK} and Exit Point_{TSO}.
- 2.13. Exit Point_{TRUCK} – the agreed place of reloading LNG from the Terminal to LNG Tank Trucks.
- 2.14. Exit Point_{TSO} - the agreed place of supplying Gaseous Fuel from the Terminal to the Transmission System.
- 2.15. Gas Year – the period from 06.00 AM on 1 January of the given year (Y) until 06.00 AM on 1 January of the subsequent year (Y+1).
- 2.16. Separated Process Storage of Liquefied Natural Gas – Additional Service not constituting an independent service, but constituting an additional service to Regasification Service including additional Process Storage provided by the Operator in accordance with the Terminal Code, Regasification Agreement or Regasification Order.
- 2.17. Transmission System – high pressure gas network excluding upstream and gas pipelines outside the transmission system connecting the source and the recipient, together with all connected systems and facilities collaborating with this network, operated by the TSO.
- 2.18. Terminal – Lech Kaczyński's LNG Terminal located in Świnoujście, i.e. a plant for unloading and regasification of LNG and supplying Gaseous Fuel to the Exit Point, along with the systems used for the Process Storage of LNG and the equipment used to provide the Additional Services, in compliance with the applicable law.
- 2.19. Provision of Separated Contractual Capacity of the Liquefied Gas Installation – Additional Service not constituting an independent service, but constituting an additional service to Regasification Service including additional Regasification Capacity provided by the Operator in accordance with the Terminal Code, Regasification Agreement or Regasification Order.
- 2.20. Regasification Agreement – contract for the provision of Regasification Services, or Separated Services or the Additional Service, concluded between the Terminal User and the Operator.

- 2.21. Additional Service – a service consisting in (1) transshipment of LNG to the LNG Tank truck, (2) Separated Process Storage of Liquefied natural Gas or (3) Provision of Separated Contractual Capacity of the liquefied natural gas installation provided by the Operator in accordance with the provisions of the Terminal Code.
- 2.22. Regasification Services – services provided by the Operator in accordance with the Terminal Code as a service package i.e. comprising the unloading of LNG from a carrier, process storage, LNG regasification and supplying Gaseous Fuel to the Transmission System.
- 2.23. Terminal User – a natural person, a legal person or an unincorporated entity having legal capacity and being a party to the Regasification Agreement as a Terminal User.
- 2.24. Unloaded Quantity of LNG – quantity of LNG unloaded from the carrier and discharged by the Operator into the Terminal, determined as binding upon the Parties in accordance with the Terminal Code.
- 2.25. LCR – LNG consumption rate (expressed as percentage) indicating the quantity of LNG used for the regasification of the Unloaded Quantities of LNG, published on the Operator's website.
- 2.26. Terminal Capacity – technical capacity of the Terminal for unloading, Process Storage and LNG regasification and exporting to the Transmission System or loading onto LNG Tank Trucks that may be offered by the Operator to provide Regasification Services, and Additional Service.
- 2.27. Regasification Order – an appendix to the Regasification Agreement stipulating in particular the type, duration and Contractual Capacity of the Regasification Services, or Additional Services. The provisions of the Tariff pertaining to the concluded Regasification Orders also apply to the Regasification Agreements signed as a result of LNG Terminal in Świnoujście Open Season procedures conducted in 2009 and 2020, to the extent the matters specified above are governed under such Agreements.

3. GENERAL TERMS OF SERVICE PROVIDED BY THE OPERATOR

3.1. The principles governing the provision of services and settlements.

3.1.1. The Operator provides Regasification Services, Separated Services and Additional Services pursuant to the Regasification Agreement concluded with the Terminal User, including the Regasification Order.

3.1.2. The Operator provides the following types of Regasification Services:

3.1.2.1 Long-term Regasification Service – over a period longer than one Gas Year but not longer than twenty (20) Gas Years in which the service shall be provided in consecutive Gas Days,

3.1.2.2 Short-term Regasification Services – over minimum one (1) Gas Day up to multiple consecutive Gas Days within a single Gas Year.

3.1.3. The Operator provides the following types of Additional Services:

3.1.3.1 Transshipment of LNG on LNG Tank Trucks – in quantities ordered for transshipment on LNG Tank Trucks

3.1.3.2 Separated Process Storage of Liquefied Natural Gas – over a period of multiple consecutive Gas Days, while the shortest period is one (1) Gas Day,

3.1.3.3 Provision of Separated Contractual Capacity of the Liquefied Natural Gas Installation – over a period of multiple consecutive Gas Days, while the shortest period is one (1) Gas Day.

3.1.4. Detailed terms of providing Regasification Services and Additional Services are set forth in the Terminal Code and Regasification Agreement.

3.1.5. Quality standards of Regasification Services and Additional Services as well as quality standards of service provided to Terminal Users are set forth in the Terminal Code, Regasification Agreement and the Tariff.

3.2. The Operator shall settle the Regasification and Additional Services rendered in the settlement period according to corresponding Gas Months, however, in the event whereby the service in a given month was ordered to be performed over a period that is shorter than one Gas Month, the Operator shall settle that service in the respective

settlement period of a corresponding number of successive Gas Days when the service was ordered in a given Gas Month.

4. SETTLEMENTS WITH THE TERMINAL USER

4.1. Settlements for the Regasification Services.

4.1.1. The Fee for the Regasification Service consists of:

4.1.1.1 a fixed fee, charged on the basis of the Contractual Capacity as defined in the Regasification Order,

4.1.1.2 a variable fee, charged on the basis of the quantity of Gaseous Fuel delivered to the Exit Point_{TSO}.

4.1.2. The amount of the Fee for the Regasification Services – both long-term as well as short-term shall be computed based on the following formula:

$$O_r = S_{sr} * M_r * T + S_{zr} * Q_r$$

where:

O_r	- fee for Regasification Service [PLN],
S_{sr}	- fixed fee for the Contractual Capacity [PLN/MWh/h per h],
M_r	- Ordered Contractual Capacity [MWh/h],
T	- number of hours in the settlement period [h],
S_{zr}	- variable fee [PLN/MWh]
Q_r	- quantity of Gaseous Fuel produced in the LNG regasification process and delivered to the Terminal User at the Exit Point _{TSO} in a settlement period [MWh].

4.1.3. The Operator shall settle the fee for Regasification Services rendered in the settlement period corresponding with Gas Months, however, in the event whereby the service in a given month was ordered to be performed over the period shorter than a Gas Month, the Operator shall settle that service in the respective settlement period of a corresponding number of successive Gas Days when the service was ordered in a given month.

4.1.4. Fixed fee for Regasification Service shall be charged to the Terminal User for the allocated Contractual Capacity in the entire settlement period, irrespective of the quantity of Gaseous Fuel regasified and delivered to the Exit Point_{TSO} and the Contractual Capacity actually used.

4.1.5. Variable fee for Regasification Service shall be charged to the Terminal User based on the quantity of (kWh) of regasified Gaseous Fuel delivered to the Terminal User at the Exit Point_{TSO} in a given settlement period.

- 4.1.6. In the event of a limitation, suspension or stoppage of the provision of Regasification Service for the reasons beyond the Operator's control, the Terminal User will be charged a Fixed Fee as if no such limitation, suspension or stoppage occurred in the provision of the allocated Contractual Capacity for the entire period of such limitation, suspension or stoppage.
- 4.1.7. In the event of a change of fixed fee rates during the settlement period, the fixed fee shall be charged pro rata, according to the number of days when the service was rendered under the former and the new fee rates applicable.
- 4.1.8. In the event of a change of variable fee rates during the settlement period, the fee will be charged proportionally to the quantity of Gaseous Fuel regasified under the former and the new fee rates applicable.
- 4.1.9. The Operator shall perform a settlement with a Terminal User, who pursuant to the provisions of the Terminal Code acquired the rights to the Contractual Capacity by means of subrogation of rights and obligations of a previous Terminal User in the course of resale of Terminal Capacity – according to fee rates for such Regasification Services contracted by the previous Terminal User.

4.2. Fee rates for the Regasification Service

Fee rates	
Fixed fee [PLN/MWh/h per h]	Variable fee [PLN/MWh]
4.8128	0.9464

4.3. Settling the volume of LNG used for the regasification process.

- 4.3.1. The volume of LNG and Gaseous Fuel supplied to Exit Points shall be calculated based the following formula:

$$Q_{OSPIAC} = Q_w - (Q_w * WZL)$$

where:

- Q_{OSPIAC} - quantity of LNG and Gaseous Fuel supplied to Exit Points [kWh],
- Q_w - unloaded quantity of LNG [kWh],

- WZL** - estimated quantity of LNG used for the regasification process (LCR) as in para. 2.25 of the Tariff.
- Qw * WZL** - estimated quantity of LNG used for the regasification process [kWh].

- 4.3.2. Following the end of the Gas Year (R), the Operator shall determine the actual quantity of LNG used for the regasification process of the volume of Unloaded LNG in the Terminal broken down by individual Terminal Users, as the difference between the total Quantity of Unloaded LNG in a given Gas Year and the total quantity of Gaseous Fuel and the quantity of LNG received by all Terminal Users at Exit Points, adjusted for the (net) balance of LNG stored in Terminal's tanks in a given Gas Year (R).
- 4.3.3. By the last day of the second month of the Gas Year (R+1), the Operator shall prepare for each Terminal User using the Regasification Service the final settlement of the quantity of LNG used for the regasification process in a Gas Year (R), based on the calculated difference between the quantity of LNG established pursuant to the para. 4.3.1 and the actual quantity of LNG used as per the para. 4.3.2, as follows:
- 4.3.3.1 if the quantity of LNG determined pursuant to the para. 4.3.1 is higher than the quantity of LNG determined pursuant to the para. 4.3.2, the Operator shall arrange with the Terminal User a date for receipt of the surplus of LNG or Gaseous Fuel, not later than by the end of the third month of a given Gas Year (R+1). The Terminal User shall be obliged to pay for the Regasification Service or Additional Service of the excess quantity of LNG received. In the event whereby the Terminal User has no valid contract with the TSO, the Operator shall pay for the excess volume of LNG retained in the Terminal the price equal to the arithmetic average price for Gaseous Fuel TGEgasID (index published by the Polish Power Exchange) in the Gas Year (R) on the basis of the invoice for the regasification capacity balancing service issued by the Terminal User pursuant to the provisions set forth in the Terminal Code,
- 4.3.3.2 If the quantity of LNG determined pursuant to the para. 4.3.1 is lower than the quantity of LNG determined pursuant to the para. 4.3.2, the Terminal User shall be obliged to provide the Operator with the missing quantity of

LNG or Gaseous Fuel on the mutually agreed date but not later than by the end of the third month of a given Gas Year (R+1) or to pay for the missing quantity of LNG the price equal to the arithmetic average price of Gaseous Fuel TGEgasID (index published by the Polish Power Exchange) in the Gas Year (R) on the basis of the invoice for the regasification capacity balancing service issued by the Operator pursuant to the provisions set forth in the Terminal Code.

- 4.3.4. The Terminal User is obliged to inform the Operator about the preferred manner of settlement within fourteen (14) days of the date of receipt of the notice from the Operator regarding the final settlement of the LNG quantity used for the regasification process in a Gas Year (R).
- 4.3.5. The quantity of LNG necessary for the purpose of the regasification process shall be provided to the Operator by the Terminal User free of charge.

5. FEES FOR ADDITIONAL SERVICES

5.1. Additional Services are charged services provided upon additional request of the Terminal User and pursuant to the Regasification Order or Regasification Agreement.

5.2. The Operator offers the following Additional Services:

5.2.1. Transshipment of LNG on Tank Trucks

5.2.2. Separated Process Storage of Liquefied Natural Gas,

5.2.3. Providing Separated Contractual Capacity of the Liquefied Natural Gas Installation.

5.3. The fees for Additional Services are settled as follows:

5.3.1. for Transshipment of LNG on LNG Tank Trucks – in settlement periods corresponding with Gas Months

5.3.2. for Separated Process Storage of Liquefied Natural Gas – in the respective settlement period corresponding to the number of successive Gas Days when the service was ordered in a Gas Month.

5.3.3. for Providing Separated Contractual Capacity of the Liquefied Natural Gas Installation – in the respective settlement period corresponding to the number of successive Gas Days when the service was ordered in a given Gas Month.

5.4. The fee for the Additional Services shall be charged for:

5.4.1. Transshipment of LNG on LNG Tank Trucks – entire settlement period regardless of the volume of LNG loaded on Tank Trucks and based on the quantity of LNG for which the Additional Service was ordered in a given Regasification Year according to the valid Regasification Order.

5.4.2. Separated Process Storage of Liquefied Natural Gas – for all Gas Days when the service was ordered in a given settlement period irrespective of its actual use.

5.4.3. Providing Separated Contractual Capacity of the Liquefied Natural Gas Installation – for all Gas Days when the service was ordered in a given settlement period irrespective of its actual use, excluding the hours during the

settlement period when the Terminal User cannot use the service as a result of the lack of permission of the Harbor Master's Office in Świnoujście for the Tanker's call or as a result of a situation arising on the Operator's side, for the following reasons beyond the Terminal User's control: Terminal failure, explosion, fire, the risk they may arise or the necessity to remove their results.

5.5. Additional Service - Transshipment of LNG on LNG Tank Trucks

5.5.1. The Fee for Additional Service - Transshipment of LNG on LNG Tank Trucks is computed based on the following formula:

$$O_{ACd} = 1/n * (S_{ACd} * Q_{ACd})$$

where:

- O_{ACd}** - fee for Transshipment of LNG on LNG Tank Trucks provided in a settlement period [PLN];
- N** – number of settlement periods in a given Regasification Year when the Additional Service was contracted
- S_{ACd}** - fee rate for Transshipment of LNG on LNG Tank Trucks [PLN/MWh],
- Q_{ACd}** - volume of LNG contracted as Additional Service of LNG Transshipment on Tank Trucks in n settlement periods in a Regasification Year [MWh]

5.5.2. The fee rate for Additional Service of LNG Transshipment on LNG Tank Trucks is PLN 3.8140 per MWh.

5.5.3. To the extent not covered in para. 5.1 - 5.5.2, the provisions of the para. 1 – 3, para. 7 and respectively the para. 4.1.6, 4.1.7 and 4.1.9 of the tariff shall apply to the settlements with the Terminal User for the provision of Additional Service of LNG Transshipment on Tank Trucks.

5.6. Separated Prolonged Process Storage of Liquefied Natural Gas.

5.6.1. Separated Prolonged Process Storage, allocated to the Terminal User as an Additional Service is determined in the Regasification Order or Regasification Agreement and shall remain valid in equal amount throughout all hours of the Gas Day when the service was ordered. The Terminal User may apply with one application for Separated Prolonged Process Storage for several Gas Days while the amount of the service may be different between individual Gas Days.

- 5.6.2. The fee for Separated Prolonged Process Storage shall be computed based on the following formula:

$$O_{PPSr} = S_{SPPSr} * T * Q_{PPSr}$$

where:

- O_{PPSr}** - fee for Separated Prolonged Process Storage service [PLN],
- S_{SPPSr}** - fee rate for Separated Prolonged Process Storage service [PLN/MWh / day],
- T** - total number of Gas Days in the settlement period of contracted service [days].
- Q_{PPSr}** - volume of Unloaded LNG under the Separated Prolonged Process Storage service [MWh].

- 5.6.3. The fee rate for Separated Prolonged Process Storage service amounts to: PLN 0.1194 per MWh for one day.

- 5.6.4. To the extent not covered in para. 5.1 – 5.4 and para. 5.6.1 – 5.6.3, the provisions of para. 1 – 3, para. 7 and respectively the para. 4.1.6, 4.1.7 and 4.1.9 of the tariff shall apply to the settlements with the Terminal User for the provision of Separated Prolonged Process Storage service.

5.7. Providing Separated Contractual Capacity of the LNG Installation

- 5.7.1. Separated Contractual Capacity allocated to the Terminal User as an Additional Service is determined in the Regasification Order or Regasification Agreement and shall remain valid in equal amount throughout all hours of the Gas Day when the service was ordered. The Terminal User may apply with one application for Separated Contractual Capacity for several Gas Days while the amount of the service may be different between individual Gas Days.

- 5.7.2. The fee for Separated Contractual Capacity shall be calculated based on the following formula:

$$O_{MUr} = S_{SMUr} * T * M_{MUr}$$

where:

- O_{MUR}** - fee for the Provision of Separated Contractual Capacity service [PLN],
- S_{rMUR}** - fee rate for the Provision of Separated Contractual Capacity service [PLN/MWh/h per h],
- T** - number of hours in the settlement period of the contracted service [h].
- M_{MUR}** - ordered Separated Contractual Capacity of the LNG Installation [MWh/h].

5.7.3. Fee rate for Separated Contractual Capacity of the LNG Installation amounts to: PLN 1.4995 per MWh/h per hour.

5.7.4. To the extent not covered in para. 5.1 - 5.3 and para. 5.7.1 to 5.7.3 the provisions of the para. 1 – 3, respectively para. 4.1.6, 4.1.9, para. 7 and 8.2 and para. 4.1.7 of the tariff shall apply to the settlements with the Terminal User for the provision of the service of Separated Contractual Capacity of the LNG Installation.

6. FEES FOR EXTENDED PROCESS STORAGE

- 6.1. In the event of the storage of the Unloaded LNG volume in the LNG Terminal by the Terminal User that is not compliant with the provisions of the Process Storage Program, an Additional Fee is a charged as per Extended Process Storage.
- 6.2. The Fee for Extended Process Storage shall be determined for a given settlement periods based on the number of Gas Days and the volume of LNG remaining in the Process Storage Tanks against the provisions of the Process Storage Program.
- 6.3. The Operator shall settle the fee for the Extended Process Storage in the settlement periods corresponding with the number of Gas Days in a given Gas Month when the Terminal User failed to comply with the terms of providing Regasification Services.
- 6.4. The fee for Additional Service shall be calculated based on the following formula:

$$O_{NUR} = \sum_{i=1}^n (S_{NUR} * Q_{NUR_i})$$

where:

O_{NUR}	- fee for Extended Process Storage [PLN],
S_{NUR}	- fee rate for Extended Process Storage [PLN/MWh per day],
n	- number of Gas Days in the settlement period when the Extended Process Storage service was provided [days],
Q_{NUR_i}	- volume of LNG stored in the LNG Terminal in a Gas Day against the provisions of the Process Storage Program [MWh].

- 6.5. The fee rate for Extended Process Storage is equivalent to three times the rate for Separated Process Storage of Liquefied Natural Gas and the volume of natural gas stored against the provisions of the schedule of minimum and maximum quantity of gas on particular days.
- 6.6. The fee rate for Extended Process Storage amounts to PLN 0.3582 / MWh per day.
- 6.7. To the extent not covered in para. 6.1 - 6.6 the provisions of para. 1 – 3, para. 7 and respectively para. 4.1.7 of the tariff shall apply to the settlements with the Terminal User for the provision of Extended Process Storage service.

- 6.8. The provisions contained in para. 6.1 - 6.7 do not preclude the possibility for the Operator to seek compensation in excess of the amount charged for Extended Process Storage on the terms set out in separate regulations.

7. PRINCIPLES OF SETTLEMENT CORRECTION

- 7.1. Shall any irregularity in functioning of the measurement system be discovered, or if any readings of the measurement system recorded for the settlement purposes prove to be incorrect and cause overestimation or underestimation of fees due for the Regasification Service or Additional Service, the Operator is obliged to correct the formerly issued invoices accordingly.
- 7.2. Shall the correction of the fee due prove impossible to be determined based on the readings of the metering system, the basis for the correction shall be the average quantity of the Gaseous Fuel received during one day, determined on the basis of correctly measured receipt of Gaseous Fuel in a comparable period multiplied by the number of days in the period covered by the correction.
- 7.3. In the event of the due service fee being overestimated, the correction referred to in para. 7.1 – 7.2, shall cover the entire settlement period or the period not covered by time limitation in which the proved irregularities or errors occurred, whereas in the case of underestimation – the correction shall cover the most recent settlement period.

8. DISCOUNTS

8.1. Discounts for failing to meet the quality standards of service provided to Terminal User.

8.1.1. The Terminal User is entitled to the following discounts established pursuant to the provisions of § 41.1 1 of the Ordinance referred to in para. 1.1.3 in the event of the Operator's failure to meet the quality standards of service:

Discounts	PLN
a) for refusing to provide the Terminal User, upon their request, with information on the expected date of repair of a technical defect or removal of disruption to the Terminal's operation;	103.35
b) for unreasonable delay in repair of a technical defect which occurred in the Terminal and removal of disruption to the Terminal's operation;	344.50
c) for failing to notify by a written notice or by phone or other telecommunication means on the dates and times of scheduled interruptions in the Terminal's operation;	516.75
d) for refusing to undertake, for a fee, the appropriate procedures within the Terminal system in order to enable the safe performance of works by the Terminal User or a third party within an area affected by the operation of the Terminal;	172.25
e) for refusing to provide information, upon the Terminal User's request, about the principles of fee settlement and current tariffs;	103.35
f) for each day of delay in excess of the fourteen days' time limit for the processing of and responding to an application or a complaint concerning the settlement principles; in the case when the application or complaint requires an inspection or measurements to be performed, the fourteen days' time limit runs from the date on which such inspection or measurement has been completed;	20.67

8.1.2. The Operator is obliged to grant the discount referred to in para. 8.1.1. within 30 days of the incident serving as a grounds for granting thereof.

8.2. Discounts granted due to the limited Contractual Capacity.

8.2.1. In the event of any limitations to the Contractual Capacity imposed by the Operator due to:

8.2.1.1 the planned repair and maintenance on the Terminal performed by the Operator (i.e. the works performed by the Operator or contracted by the Operator pursuant to the provisions of the Terminal Code, that are necessary to ensure the reliable operation of the Terminal, including but not limited to the maintenance, testing, overhaul, assembly or upgrading, as well as any works that are performed in connection with the expansion of the Terminal, including but not limited to construction, installation, demolition, relocation or adjustment), as long as such limitations are unavoidable,

8.2.1.2 arising on the Operator's side, beyond the Terminal User's control: e.g. Terminal's failure, explosion, fire, threat of such events for reasons or if their effects need to be removed,

the fixed Regasification Fee is reduced proportionately to the extent of the actual Contractual Capacity limitation and the duration of such interruption or disruption.

8.2.2. In the event of the Contractual Capacity limitation imposed by the Operator for other reasons than listed in para. 8.2.1 for the period exceeding 60 minutes, the Operator shall offer the discount on the fixed fee for the Regasification Service that is proportional to the actual extent of such limitation and the duration of such limitation.

8.2.3. No such discount as referred to in para. 8.2.1 and para. 8.2.2 applies if:

8.2.3.1 no actual limitation of the Contractual Capacity occurred,

8.2.3.2 the limitation of the Contractual Capacity was caused by the reasons attributable to the Terminal User.

8.2.4. The Operator shall offer or refuse to offer the discount referred to in para. 8.2.1 or para. 8.2.2 within the period of 30 days of the date when such event ceases to exist.

9. TRANSITIONAL PROVISIONS

9.1. In the period when the Terminal Code of 31.10.2009 remains in force until its amendment or the new Terminal Code's entry into force:

9.1.1. spot regasification services rendered pursuant to the Terminal Code of 31.10.2009 shall be settled by the Operator in concordance with the terms stipulated in para. 4.1 hereof.