

**LNG Terminal  
Brunsbüttel 01  
Germany**

**CONDITIONS OF USE – LNG Terminal Brunsbüttel 01**

All Port Facilities, Port Services and other assistance of any kind whatsoever provided to a LNG Carrier calling at the Terminal are provided subject to all applicable laws, regulations and codes and to these Conditions of Use.

These Conditions of Use shall:

- (a) apply to each LNG Carrier, regardless of whether any such LNG Carrier pays or owes amounts to Operator or Höegh LNG, or any of their Representatives; and
- (b) be deemed to have been expressly accepted by each LNG Carrier regardless of whether such acceptance has been acknowledged in writing or otherwise.

For purposes of these Conditions of Use, the following definitions shall apply:

**FSRU** means the floating storage and regasification unit “Hoegh Gannet” (IMO 9780354) or any alternative floating storage and regasification unit substituted in its place.

**FSRU Site** means the onshore and offshore areas within the Port of Brunsbüttel used, controlled or operated from time to time by Operator or Höegh LNG or their Representatives.

**Höegh LNG** means Höegh LNG Brunsbüttel GmbH and its affiliates and Representatives.

**LNG Carrier** means an LNG carrier calling at the Terminal.

**Operator** means the operator of the Terminal, Deutsche Energy Terminal GmbH and its affiliates and Representatives.

**Port Facilities** means all the infrastructure, facilities, equipment, installations, anchorages and approaches of and to the Port of Brunsbüttel and the Terminal, including, but not limited to, channels, channel markings, buoys, jetties, berths, lines and gangways.

**Port of Brunsbüttel** means the Port of Brunsbüttel located in Brunsbüttel, at the lower Elbe and at the Kiel-Canal, Germany.

**Port Services** means any service tendered or provided at the Port of Brunsbüttel to a LNG Carrier, including pilotage, towage, tug assistance, mooring or other navigational services, whether for consideration or free of charge.

**Representative** means any director, officer, employee, contractor, servant, consultant, advisor, agent or representative of the respective person, as applicable in whatever capacity they may be acting.

**STS Operations Manual** means the LNG STS operations manual for the Terminal, as may be amended from time to time.

**Terminal** means all fixed and moveable assets at the FSRU Site including, without limitation, the FSRU and the jetty to which FSRU is permanently moored and all pipelines and infrastructure located on such jetty, as the same may be existing, constructed, modified, supplemented or expanded from time to time.

**Third Parties** means any person or entity other than Operator or Höegh LNG.

**Terminal Regulations** means the Terminal Regulations for the Terminal, as may be amended from time to time.

All LNG Carriers must be capable of operating within the physical limitations of the Port Facilities and the Terminal's berth dimensions, unloading arm envelopes and mooring equipment as detailed in the Marine Terminal Information Booklet or as advised from time to time by Operator or Höegh LNG. In addition to the requirements of applicable laws, regulations and codes, the following conditions shall apply to each LNG Carriers:

- 1 The master of the LNG Carrier shall at all times and in all circumstances remain solely responsible on behalf of the LNG Carrier's owners and operators for the safety and proper navigation of the LNG Carrier and shall at all times comply with the Port of Brunsbüttel regulations, all applicable laws, regulations and codes, the Terminal Regulations.
- 2 Operator and Höegh LNG do not make any warranty with respect to Port Facilities, the Terminal or to the rendering of Port Services, and any use thereof shall be at the sole risk of the LNG Carrier's master, owners and operators. Operator and Höegh LNG shall not be responsible for any loss or damage to a LNG Carrier, actual or consequential, which is related to Port Facilities or to Port Services provided to the LNG Carrier regardless of any act, omission, fault or negligence of Operator and Höegh LNG or any of their Representatives.
- 3 Operator and Höegh LNG shall not be responsible for acts or omissions of any of their Representatives resulting in any loss or damage to the LNG Carrier.
- 4 Operator and Höegh LNG shall not be responsible to the LNG Carrier for any loss related to strikes or other labour disturbances, regardless of whether Operator or Höegh LNG or any of their Representatives are parties thereto.
- 5 The LNG Carrier and her owners and operators shall in all circumstances hold harmless and indemnify Operator and Höegh LNG, as applicable, against any and all losses, claims, damages, costs and expenses Operator or Höegh LNG may incur or has incurred arising from:
  - (a) any damage to the Terminal or Port Facilities or injury to their personnel related to the LNG Carrier's use of the Terminal or Port Facilities and involving the fault, wholly or partially, of the master, officers or crew of the LNG Carrier, including negligent navigation;
  - (b) any loss suffered by Third Parties with respect to damage to their property or injury to their personnel related to the LNG Carrier's use of the Terminal or Port Facilities and involving the fault, wholly or partially, of the master, officers or crew of the LNG Carrier, including negligent navigation;
  - (c) any Hazard under condition 6 hereof and involving the fault, wholly or partially, of the master, officers or crew of the LNG Carrier, including negligent navigation;
  - (d) any loss or damage to the LNG Carrier while in the Port of Brunsbüttel, including consequential losses and all claims, damages and costs arising therefrom, regardless of any act, omission, fault or negligence by Operator or Höegh LNG; and
  - (e) any personnel injury or property loss suffered by the master, officers or crew of the LNG Carrier while in the Port of Brunsbüttel, including consequential losses and all claims, damages and costs arising there from, regardless of any act, omission, fault or negligence by Operator or Höegh LNG.
- 6 If the LNG Carrier or any object on the LNG Carrier becomes or is likely to become an obstruction, threat, or danger to navigation, operations, safety, health, environment or security of the Terminal or the Port Facilities (a "Hazard"), the master, operator and owner of the LNG Carrier shall, at the option the authority of the Port of Brunsbüttel, Operator or Höegh LNG, as the case may be, take immediate action to clear, remove or rectify the hazard as the authority of the Port of Brunsbüttel, Operator or Höegh LNG, as the case may be, may direct, or the authority of the Port of Brunsbüttel, Operator, or Höegh LNG, as the case may be, shall be entitled to take such measures as it may deem appropriate to clear, remove or rectify the Hazard, and the LNG Carrier, her owners and operators shall be responsible for all costs and expenses associated therewith.

- 7 Prior to any call by the any LNG Carrier at the Terminal, or such other times as may be requested by Operator or Høegh LNG, the master, owner or operator of the LNG Carrier shall provide sufficient written evidence:
  - (a) that the LNG Carrier's P&I Club has agreed to cover the owner and operator of the LNG Carrier as a member of the P&I Club against the liabilities and responsibilities assumed by the owner and operator of the LNG Carrier in these Conditions of Use, in accordance with the P&I Club's Rules and shall ensure that such insurances are maintained for the duration of the LNG Carrier's calling at the Terminal; and
  - (b) of waiver of rights of subrogation from the LNG Carrier's marine, war and P&I Club insurers, such waivers to be in respect of rights against Operator and Høegh LNG.
- 8 Any liability incurred by the master, operator or owner of a LNG Carrier by operation of these Conditions of Use shall be joint and several.
- 9 Without limitation of the liability of the master, operator and the owner of a LNG Carrier, the master shall immediately report to the authority of the Port of Brunsbüttel and the Operator any accident, incident, claim, damage, loss or unsafe condition or circumstance. Any such report shall be made in writing and signed by the master. The authority of the Port of Brunsbüttel, Operator and Høegh LNG shall be entitled to inspect and investigate any such report but without prejudice to the foregoing.
- 10 These Conditions of Use shall be construed, interpreted and applied in accordance with laws of England and Wales. The LNG Carrier and her owners and operators hereby agree that any dispute shall be referred to and finally resolved by arbitration in accordance with the Rules of the London Court of International Arbitration ("**LCIA Rules**"), as may be amended from time to time. The LCIA Rules are deemed to be incorporated by reference into these Conditions of Use. The number of arbitrators shall be three (3) and they shall be appointed in accordance with the LCIA Rules and shall each be fluent in English, familiar with the general principles of English law, and the presiding arbitrator should be experienced in arbitrations conducted under the LCIA Rules. The seat, or legal place, of arbitration shall be London, England, and the language to be used in the arbitral proceedings shall be English. The arbitral panel shall issue its reasoned award in writing and is authorised to award costs, legal fees and expenses to the prevailing Party as part of its award. Any award shall be final, binding and enforceable against the Parties in any court of competent jurisdiction, and, to the extent permitted by law, the Parties hereby waive all rights to appeal such award.
- 11 Subject to condition 8, any liability of the master, operator or owner of a LNG Carrier to Operator and Høegh LNG by virtue of the operation of these Conditions of Use shall be limited to US\$150,000,000 (United States Dollars one hundred and fifty million) (the "**Limited Amount**") for any accident or occurrence. In the event that any loss or damage in respect of which the LNG Carrier and her owners and operators are liable to indemnify Operator and Høegh LNG exceeds the Limited Amount, then the master, operator and owner of such LNG Carrier shall indemnify Operator and Høegh LNG by paying each a sum, up to the Limited Amount, which equates to the percentage of loss or damage suffered by each for which they are liable.
- 12 The limit of liability set out in condition 11 shall not limit, restrict or prejudice any claim or right that Operator or Høegh LNG has or may have against the master, operator or owner of such LNG Carrier under general principles of law or equity. For the avoidance of doubt, said limit of liability shall only apply with respect to, and to the extent of, a claim by Operator or Høegh LNG against the master, operator or owner under these Conditions of Use.

ACKNOWLEDGEMENT

Name of LNG Carrier: \_\_\_\_\_

As master of the above-named LNG Carrier, I acknowledge for and on behalf of the LNG Carrier's owners and operators that the above Conditions of Use govern the use by the LNG Carrier of the Terminal.

Signed:

Estimated Date of NOR:

By master for and on behalf of the owner and operators of LNG Carrier

To be completed by KN Energies on behalf of Deutsche Energy Terminal GmbH:

Terminal LNG Cargo No: \_\_\_\_\_