

DATED _____ 2024

DEUTSCHE ENERGY TERMINAL GMBH

as

Operator

AND

[•]

as

User

**TERMINAL USER AGREEMENT FOR
FLOATING LNG IMPORT TERMINAL IN THE PORT OF WILHELMSHAVEN (WHV01)**

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THIS TERMINAL USER AGREEMENT (“Agreement”) is made on _____ 2024
(the “Effective Date”)

BETWEEN:

- (1) **DEUTSCHE ENERGY TERMINAL GMBH**, a company incorporated under the laws of Germany whose registered office is at Breite Strasse. 3, 40213 Düsseldorf, Germany (the “Operator”); and
- (2) **[●]**, a corporation organized and existing under the laws of [●] with its registered office at [●] (the “User”).

RECITALS:

- (A) The German Federal Government has chartered several floating storage and regasification units in order to enable LNG flows into Germany. The Operator has been tasked by the German Federal Government to operate the LNG import terminal in Wilhelmshaven, Germany, and to maximise the utilisation of the Terminal capacity in order to meet the legislative requirements of § 3 sentence 3 of the LNG Acceleration Act.
- (B) The User has acknowledged the importance placed by the German Federal Ministry of Economic Affairs and Climate Action on the delivery of LNG volumes to the Terminal and the aim of fully utilizing the Terminal capacity.
- (C) The User therefore wishes to receive LNG unloading, storage and regasification services from the Operator at the Terminal subject to the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalised words and expressions used in this Agreement shall have the meaning given to them in the General Terms and Conditions (as such term is defined in Clause 6.1 of this Agreement).

2. TERM

2.1 Term

2.1.1 This Agreement shall become effective on the Effective Date.

2.1.2 Subject to the terms of this Agreement, the User shall be entitled to utilise Services in respect of the Capacity allocated to it pursuant to this Agreement during the period from 1 January 2025 until 31 December 2027 (“**Term**”), unless this Agreement is terminated earlier in accordance with its terms.

2.2 Termination

This Agreement shall automatically terminate with immediate effect if the User ceases to be a party to the TIUA.

3. SERVICES

3.1.1 Details of the Capacity allocated to the User for the Term are set out in Schedule 1 (*Allocated Capacity and Unloading Slots*).

3.1.2 Details of the Unloading Slots allocated to the User for the Term are set out in Schedule 1 (*Allocated Capacity and Unloading Slots*).

4. CHARGES

The applicable Capacity Charge for each MMBtu of LNG delivered by the User at the LNG Receipt Point during the Term is set out in Schedule 1 (*Allocated Capacity and Unloading Slots*).

5. HEEL

5.1 Final Reference Period

5.1.1 If the User has LNG in the FSRU during the final Reference Period of the Term, the Operator has the right in its discretion to purchase in aggregate up to five thousand cubic meters (5,000 m³) of LNG at the Terminal at the applicable THE DA Price on the date of such purchase and the Operator may purchase from the User a quantity of LNG equivalent to the proportion that the User's Inventory at the commencement of such final Reference Period bears to the inventory of all users (including the User) at the commencement of such final Reference Period.

5.1.2 Without prejudice to the Operator's rights pursuant to Clause 5.1.1, Operator has the right, in its sole discretion, to purchase any User's Inventory remaining in the Terminal at the end of the last Reference Period.

6. GENERAL TERMS AND CONDITIONS

6.1 GTCs

In this Agreement, a reference to "**General Terms and Conditions**" or "**GTCs**" means the General Terms and Conditions for use of the Wilhelmshaven (WHV01) floating LNG import terminal in the port of Wilhelmshaven, established by the Operator and annexed to this Agreement, as from time to time modified in accordance with the provisions as to modification contained therein.

6.2 Incorporation of GTCs

The General Terms and Conditions are incorporated into and shall apply for the purposes of this Agreement except to the extent of any conflict between any provision of the General Terms and Conditions and any express provision of this Agreement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Governing Law

This Agreement (including Clause 7.2) and any non-contractual obligation arising out of or in connection with it will be governed by and construed in accordance with the laws of Germany, without reference to any conflict of laws rules or principles. For the avoidance of doubt, the application of the Convention on the International Purchase of Goods and the Conclusion of International Purchase Contracts is explicitly excluded.

7.2 Arbitration

- 7.2.1 Any Dispute shall be referred to and finally resolved by arbitration under the DIS Rules (DIS SchO). The DIS Rules are deemed to be incorporated by reference into this Clause 7.2.
- 7.2.2 The number of arbitrators shall be three (3) and shall be appointed in accordance with the DIS Rules and who shall each be fluent in English, familiar with the general principles of German law, and the presiding arbitrator should be experienced in arbitrations conducted under the DIS Rules. The seat, or legal place, of arbitration shall be Wilhelmshaven, and the language to be used in the arbitral proceedings shall be English.
- 7.2.3 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.
- 7.2.4 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.

8. NOTICES

The Parties' respective address for notices pursuant to GTC 24.1.2 are:

Operator:

Address: Breite Strasse 3, 40213 Düsseldorf, Germany

Tel No: +49 173 4717 427

E-mail: office@energy-terminal.de

Representative: [●]

And copy to:

PricewaterhouseCoopers Legal AG Rechtsanwaltsgesellschaft
Alsterufer 1, 20354 Hamburg Germany

E-mail: [●]

User:

[●]

E-mail: [●]

Attention: [●]

9. MISCELLANEOUS

9.1 Third Party Rights

No Person other than the Parties shall have any right to enforce the terms and conditions of this Agreement.

9.2 **Costs**

Each Party shall pay its own costs, charges and expenses incurred in connection with the negotiation, preparation and completion of this Agreement.

9.3 **Entire Agreement**

This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and extinguishes any agreements, understandings or representations previously given or made with respect thereto. Each Party acknowledges and confirms that it does not enter into this Agreement in reliance on any representations, warranties or other undertaking not fully reflected in this Agreement.

9.4 **No rescission**

No Party may fully or partly rescind (*zurücktreten*) this Agreement.

[Signatures on the next page]

EXECUTED by the Parties:

Signed by
duly authorised representative
of / for and on behalf of

DEUTSCHE ENERGY TERMINAL GMBH

Signed by [●]
duly authorised representative
of / for and on behalf of

[●]

SCHEDULE 1
ALLOCATED CAPACITY AND UNLOADING SLOTS

Reference Period	Number of Unloading Slots	Allocated Capacity	Capacity Charge (per MMBtu)
<i>e.g. January 2025</i>	<i>e.g. 1</i>	<i>e.g. [●] [kWh]</i>	<i>e.g. [Regulated Tariff] / [€0.55]</i>
<i>e.g. April 2025</i>	<i>e.g. 1</i>	<i>e.g. [●] [kWh]</i>	<i>e.g. [Regulated Tariff] / [€0.55]</i>
<i>e.g. July 2025</i>	<i>e.g. 1</i>	<i>e.g. [●] [kWh]</i>	<i>e.g. [Regulated Tariff] / [€0.55]</i>
<i>e.g. October 2025</i>	<i>e.g. 1</i>	<i>e.g. [●] [kWh]</i>	<i>e.g. [Regulated Tariff] / [€0.55]</i>

Where:

“**Regulated Tariff**” means the applicable tariff for regasification capacity at the Terminal determined by the relevant Governmental Authority pursuant to Applicable Law and notified from time to time by the Operator to the User, provided that the applicable tariff shall be no greater than the following amounts:

- (a) for 2025, €0.73 / MMBtu;
- (b) for 2026, €0.75 / MMBtu.
- (c) for 2027, €0.77 / MMBtu.
- (d) for 2028, €0.79 / MMBtu; and
- (e) for 2029, €0.81 / MMBtu.