



Doc Number TMS-TRBA-010-A01

TRBA Terminal Manual Annex 01

Condition of Use

Rev: 1.0

Issue Date: February 2022

Bahia LNG Regasification Terminal - TRBA

Condition of Use (COU)

All facilities, Port Services and other assistance of any kind whatsoever provided to a vessel calling at the LNG Facility 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 vessel calling at the LNG Facility regardless of whether any such vessel pays or owes amounts to the Company or any Company Representative and (b) be deemed to have been expressly accepted by each vessel calling at the LNG Facility regardless of whether such acceptance has been acknowledged in writing or otherwise. For the purposes of these Conditions of use, the following definitions shall apply:

Company means Excelerate Energy Comercializadora de Gás Natural LTDA, and its affiliated entities.

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

LNG Facility means the floating storage and regasification unit and connected fixed infrastructure (including but not limited to the pipeline interface, pipeline, riser, anchors, and chains) located inside of Todos os Santos Bay, Salvador, Brazil.

All vessels calling on the LNG Facility must be capable of operating within the physical limitations of the LNG Facility's berth dimensions, unloading arm envelopes and mooring equipment as advised from time to time by the Company or a Company Representative. In addition to the requirements of applicable laws, regulations and codes, the following conditions shall apply to each vessel calling at the LNG Facility. The vessels and its owners agree that the Port Services Provider is entitled to enforce and shall have the benefit of all the liability provisions, indemnities, limitations and exclusions of liability contained in these Conditions of Use and which benefit the Company pursuant to and in accordance with the provisions of the Contract (Rights of Third Parties) Act 1999. Except as stated in this condition, any person who is not either the Company or the vessel may not enforce, or otherwise have the benefit of any provisions of these Conditions of Use.

1. The master of a vessel shall at all time and in all circumstances remain solely responsible on behalf of the vessel's owners for the safe and proper operation and navigation of his vessel and shall at all times comply with all applicable laws, regulations and codes and the Company's protocols.
2. Although the Company shall exercise reasonable care and diligence to ensure the safety of the LNG Facility and to ensure that the Port Services are properly provided, the Company makes no warranty with respect to LNG Facility or to the rendering of Port Services and any use thereof shall be at the sole risk of the vessel master and owners. The Company shall not be responsible for any loss or damage to the vessel which is related to LNG Facility or to Port Services provided to the vessel regardless of any act, omission, fault or negligence of the Company.
3. The Company shall not be responsible for acts or omissions of Company Representative resulting in any loss of or damage to a vessel, or any loss or injury suffered by the master, officer or crew of a vessel or any person who is serving on a vessel, including all supernumeraries.
4. Notwithstanding that such persons may be paid or employed by the Company, when engaged for the vessel, the pilots, stevedores and tugboats (including the crew of a tugboats) shall be deemed to be servants of and in

the service of the vessel, the master and the owner for the purposes of liability for loss, damage, injury, illness or death, even if the pilots or such crew are employees of the Company.

5. The Company shall not be responsible to any vessel for any loss related to strikes or other labor disturbances, regardless of whether the Company or Company Representatives are parties thereto.
6. The vessel and its owners shall in all circumstance hold harmless and indemnify the Company against any and all losses, claims, costs and expenses the Company may incur or has incurred arising from:
 - i. Any loss suffered by the Company with respect to damage to the LNG Facility or injury to its personnel related to the vessel's use of the LNG Facility and/or the Port Services and involving the fault, wholly or partially, of the master, officers or crew (or any person serving on board the vessel including all supernumeraries) of the vessel, including but without limitation, negligent navigation or operation of the vessel.
 - ii. Any loss suffered by third parties with respect to damage to or loss of their property or injury to or death of their personnel which is related to the vessel's use of the LNG Facility and/or the Port Services and involving the fault, wholly or partially, of the master, officers or crew, (or any person serving on board the vessel including all supernumeraries) of the vessel, including negligent navigation or operation of the vessel.
 - iii. Any hazard under condition 7 below hereof and involving the fault, wholly or partially, of the master, officer, or crew of the vessel, including negligent navigation or operation of the vessel.
 - iv. Any personnel injury or property loss suffered by the master, officers or crew (or any person serving on board the vessel including all supernumeraries) of the vessel while in LNG Facility, including consequential losses and all claims, damages and costs arising therefrom, regardless of any act, omission, fault or negligence of the Company or Company Representatives, provided such personnel or property losses involve the fault, wholly or partially of the master, officers or crew (or any person serving on board the vessel including all supernumeraries) of the vessel, including but without limitation, negligent navigation operation of the vessel.
 - v. The use of stevedores, pilots or tugboats, provided that the cost of the provision of the services of such persons may be the responsibility of the Company or some other person and provided further that the vessel, the master and the owner shall be entitled to such limitations on liability as would have applied had the arrangements for towage, pilotage, mooring, stevedoring, loading or discharged been made by the vessel, the master or the owner and, provided such personnel or property losses involve the fault, wholly or partially of the master, officers or crew (or any person serving on board the vessel including all supernumeraries) of the vessel, including but without limitation , negligent navigation operation of the vessel.
7. If the vessel or any object on board the vessel becomes or is likely to become an obstruction, wreck, threat, or danger to navigation, operations, safety, health, environment or security of the LNG Facility (a Hazard), the master and the owner shall, whether as directed by the LNG Facility or at its own initiative, take immediate action to clear, remove or rectify the hazard, or the LNG Facility 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.

8. Any liability incurred by the master or vessel owner by operation of these Conditions of Use shall be joint and several.
9. Without limitation to the liability of the master and the vessel owner, the master shall immediately report to the LNG Facility and the Company any accident, claim, damage, loss or unsafe condition or circumstance relating to the vessel or the LNG Facility. Any such report shall be made in writing and signed by the master. LNG Facility and the Company shall be entitled to inspect and investigate any such report but without prejudice to the provisions of these Conditions of Use.
10. The Conditions of Use shall be construed, interpreted and applied in accordance with the laws of England and Wales and, if so requested by the Company, the vessel and her owners shall submit to the exclusive jurisdiction of the courts of England.
11. Subject to condition 12 below, any liability of the master and owner to the Company by virtue of the operation of these Conditions of Use shall be limited to USD 150,000,000 for any one accident of occurrence or to such higher level as is available under the conditions applicable for P&I Club for the time being.
12. The limit of liability set out in Condition 11 shall not limit, restrict or prejudice any claim or right that the Company has or may have against the master or owner under general principle 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 the Company against the master or owner under these Conditions of Use.
13. All references in these Conditions of Use to loss, damage or injury refer to actual or consequential loss, damage or injury, including loss of use of the LNG Facility or any part thereof.

ACKNOWLEDGEMENT

As master of the below-named vessel, I acknowledge for and on behalf of the vessel's owners and operators that the above Conditions of Use of the Terminal of Excelerate Energy Comercializadora de Gas Natural Ltda govern the use by such vessel of the LNG Facility:

Name of Vessel:

Date of planned visit:

Masters Name:

Masters Signature:
