

# CONDITIONS OF USE BINDING UPON ALL USERS OF LNG IMPORT TERMINAL, CARTAGENA, COLOMBIA

The LNG Facility, all Port Facilities, Port Services and other assistance of any kind whatsoever provided to a vessel calling at the LNG Facility are provided subject to all laws, rules, regulations and codes applicable in the Port and to these conditions of use ("**Conditions of Use**"). These Conditions of Use shall: (a) apply to each vessel calling at the LNG Facility, or otherwise using the Port Facilities, regardless of whether any such vessel pays or owes amounts to the Terminal Interests; and (b) be deemed to have been expressly accepted by each vessel calling at the LNG Facility, or otherwise using the Port Facilities, regardless of whether such acceptance has been acknowledged in writing or otherwise.

1. For the purpose of these Conditions of Use, the following definitions shall apply:

"**FSRU Interests**" means Höegh LNG Colombia S.A.S. and Höegh LNG FSRU IV Ltd and their respective affiliated companies, operating at the Port, including their respective directors, officers, agents, employees, servants and sub-contractors of any tier;

"**LNG Facility**" means Hoegh Grace (IMO 9674907), the Floating Storage and Regasification Unit (FSRU) owned by Höegh LNG FSRU IV Ltd. and located within the Port;

"**Losses**" means any loss, liability, damage, claim (including third party claims), penalty, fine, demand, action, proceedings or costs (including legal costs and expenses);

"**Marine Operations Manual**" means the SPEC LNG Terminal Marine Operations Manual, a copy of which has been provided to the Vessel Interests before the Vessel enters the Port;

"**Master**" means the master of the Vessel;

"**Owner**" means [.....];

"**Port**" means the Port of Cartagena;

"**Port Facilities**" mean all infrastructure, facilities, equipment, installations, anchorages and approaches at the Port and the LNG Facility which are owned, controlled or operated by the Terminal Interests, whether fixed or movable, including but not limited to channels, channel markings, mooring facilities, buoys, jetties, berths, pipelines, hoses, lines, gangways, water craft, bunkering and unloading and loading facilities;

**"Port Management"** means the authorities of the Port of Cartagena or any other governmental authority or its agents responsible for the navigation or berthing in, to or from the Port;

**"Port Services"** means any right of approach or access granted in respect of the Vessel or any service tendered or provided by the Port Management or Terminal Interests to the Vessel, including pilotage, towage and tug assistance, mooring or unmooring or other navigational services, whether for consideration or free of charge;

**"Terminal Interests"** means Sociedad Portuaria El Cayao S.A. E.S.P. and its affiliated companies operating at the Port, including their respective directors, officers, agents, employees, servants and sub-contractors of any tier and for the purposes of this Conditions of Use shall include the members of FSRU Interests; and

**"Vessel"** means [.....] (IMO [.....]);

**"Vessel Interests"** means the Vessel, the Master and Owner of the Vessel, and the Owner's affiliated companies operating at the Port, including their respective directors, officers, agents, employees, servants and subcontractors of any tier.

2. The Master of the Vessel and the Owner, on behalf of the Vessel Interests, warrant that the Vessel is suitable and is capable of operating with the physical limitations of the LNG Facility or the Port Facilities as advised from time-to-time by Terminal Interests or Port Management.
3. The Master of the Vessel shall at all times and in all circumstances remain solely responsible on behalf of Vessel Interests for the safe and proper operation and navigation of the Vessel and management of its cargo and equipment. The Terminal Interests make no warranty with respect to the use of LNG Facility or Port Facilities and rendering of Port Services and any use thereof shall be at the sole and exclusive risk of the Vessel Interests. The Terminal Interests (in whatsoever capacity they may be acting) shall not be responsible for any loss, damage or delay to the Vessel, actual or consequential, which is related in any manner to, or arises out of, any Port Services provided to the Vessel, use of the LNG Facility or Port Facilities or any assistance, advice or instruction whatsoever given or tendered, in writing or otherwise provided to the Vessel regardless of any act, omission, fault, neglect, negligence, breach of duty (statutory or otherwise) or other wrongful act on the behalf of the Terminal Interests or Port Management, including without limitation, pilot's neglect, error or mistake. For the avoidance of doubt, this condition includes but is not limited to delay to or suspension of loading or unloading or a refusal to load or unload all or part of a nominated shipment, or a requirement to vacate the jetty arising from the Marine Operations Manual. In determining fault hereunder where a casualty, loss, damage or delay involves the provision of Port Services, the Vessel Interests are deemed solely responsible for the acts or omissions of harbour/berthing pilots occurring in connection with pilotage services (regardless of any agreement to the contrary between the Vessel Interests and any such party). This condition 3 shall apply irrespective of whether or not the Vessel is within the notified limits of the Port as such Ports limits are more particularly identified in the Marine Operations Manual.

4. The Terminal Interests (in whatsoever capacity they may be acting) shall not in any event be responsible for any loss, damage or delay to the Vessel, or its cargo or equipment, or any property loss, injury or death suffered by the Master, officers or crew of the Vessel whether on board or otherwise whilst visiting the Port.
5. The Terminal Interests shall not in any event be responsible or liable to the Vessel Interests for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strike, lockouts, disputes, stoppages or labour disturbances (whether Terminal Interests or Port Management are a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Terminal Interests or Port Management.
6. The Vessel Interests must themselves ensure that the Master, officers and crew of the Vessel are trained and qualified in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers 1995, where applicable. In all cases, the training qualifications and experience of the Master, officers and crew of the Vessel shall be appropriate for the safe conduct of the entry to, manoeuvring at and exit from the Port, the loading or unloading operations being conducted at the Port and the nature of the cargo being handled.
7. The Vessel Interests themselves must ensure that they have and retain on board sufficient personnel with a good working knowledge of the English language to, at all times, enable operations to be carried out efficiently and safely and to maintain quick, reliable ship/shore communications on operating matters and in emergency situations.
8. The Owner, on behalf of the Vessel Interests, shall, in all circumstances, defend, hold harmless and indemnify the Terminal Interests (or any of them), against any and all Losses Terminal Interests (or any of them) may incur or have incurred arising from:
  - (i) any damage to the LNG Facility or Port Facilities or property loss, injury or death suffered by its personnel which is related to the use of the Port, LNG Facility, Port Facilities or Port Services by the Vessel and which involves the fault, wholly or partially, of the Master, officers, crew or management of the Vessel, including negligent navigation;
  - (ii) any loss suffered by third parties with respect to damage to their property or property loss, injury or death suffered by their personnel which is related to the use of the Port, LNG Facility, Port Facilities or Port Services by the Vessel and which involves the fault, wholly or partially, of the Master, officers, crew or management of the Vessel, including negligent navigation;
  - (iii) any Hazard under condition 9 hereof and involving the fault or neglect, wholly or partially, of the Master, officers, crew or management of the Vessel, including negligent navigation;
  - (iv) any pollution emanating from the Vessel regardless unless caused by the sole negligence of the Terminal Interests.

- (v) any loss or damage to the Vessel, including consequential losses and all claims, damages and costs arising therefrom, unless caused by the sole negligence of the Terminal Interests.
  - (vi) any loss or damage to the Vessel's cargo, unless caused by the sole negligence of the Terminal Interests;
  - (vii) any injury to or death of personnel or any property loss, in any case suffered by the Master, officers or crew of the Vessel, or any personnel of the Vessel Interests including consequential losses and all claims, damages and costs arising therefrom, unless caused by the sole negligence of the Terminal Interests.
9. If the Vessel, the Vessel's cargo or any object on the Vessel sinks or grounds or otherwise suffers a casualty so as to become, or is likely to become—an obstruction, wreck or danger affecting or interfering with the normal operations of the Port or any of the LNG Facility or Port Facilities or an obstruction, threat, or danger to navigation, operations, safety, health, environment or security at the Port or the LNG Facility or any of the Port Facilities (in any such case, a "**Hazard**"), the Owner, on behalf of Vessel Interests, shall, at the option of the Port Management, take immediate action to clear, remove or rectify the Hazard and in so doing (without limitation of its obligations) shall act in such manner as may be required by the Port Management in compliance with applicable law or order by local or governmental authority and as the Port Management, in so complying, may direct and, pending such removal, at the expense of the Vessel Interests shall mark, light and watch the same. The Terminal Interests may at their sole discretion make reasonable efforts to assist the Owner Interests to fulfil its responsibility without, however, being obliged to incur any expenses in connection therewith. If the Owner does not promptly take reasonable measures to clear, remove or rectify the Hazard, the Port Management may effect such clearance, removal or rectification at the expense of the Vessel Interests, provided that:
- (i) the actual cost of such measures (and any damage to the property of the Terminal Interests or Port Management incurred during their execution) shall be shall be subject to the aggregate limit of liability prescribed in condition 19;
  - (ii) any consequential damages resulting from the failure of the Vessel Interests promptly to effect reasonable measures with regard to the clearance, removal or rectification of the Hazard shall be recoverable to the extent permitted under applicable law; and
  - (iii) if consequential damages referred to in condition 9(ii) are recoverable, they shall be subject to the aggregate limit of liability prescribed in condition 19.
10. Terminal Interests reserve the right to suspend operations and require the removal of the Vessel from the Port where:
- (i) there is any infringement or breach of the Marine Operations Manual;

- (ii) in the reasonable opinion of the Terminal Interests or Port Management, the condition of the Vessel or the conduct of the Vessel's operations gives rise to concern over the safety of the Vessel, Vessel Interests and those of Terminal Interests, the Port, third parties, human health or safety, or the environment; or
  - (iii) the operational performance (appropriate to the type of Vessel and operation) fails to utilize satisfactorily the available LNG Facility or Port Facilities, and thereby in the reasonable opinion of Terminal Interests, constitutes an unacceptable constraint on the operation of the LNG Facility or Port Facilities.
- 11. Any liability incurred by the Vessel Interests by operation of these Conditions of Use shall be joint and several. Terminal Interests and Port Management reserves the right to detain the Vessel until security has been given for the estimated amount of any Losses incurred. Estimated amounts shall be drawn up by an approved Lloyds Surveyor or other competent person nominated by the Terminal Interests with the costs for such appointment met by the Vessel Interests.
- 12. In the event of any escape or discharge of oil or oily mixture or other pollution of any kind from the Vessel within the Port, or elsewhere if such discharge interferes with the normal operations of the Port, the Owner, on behalf of Vessel Interests, shall take immediate action to clean up such discharge and if the Owner, in the opinion of the Terminal Interests, fail to do so as soon as reasonably practicable, the Terminal Interests shall be entitled to take such steps as they consider reasonably necessary to clean up and fully remedy the resulting pollution of any kind. The cost of steps taken to clean up and fully remedy any such pollution shall be recoverable in accordance with condition 8 hereof.
- 13. Without limitation to the liability of the Vessel Interests, the Master shall immediately report to the Port Management and Terminal Interests any accident, incident, claim, damage, loss or unsafe condition or circumstance arising at the Port. Any such report shall be made in writing and signed by the Master. The Port Management and Terminal Interests shall be entitled to inspect and investigate any such report without prejudice to the foregoing.
- 14. As to matters subject to these Conditions of Use and regardless of fault or negligence on the part of either party hereto:
  - (i) the Terminal Interests waive any rights or claims they might otherwise have had against the Vessel Interests (or any of them) under applicable laws, including any statute or international convention now or hereafter enacted or adopted, or under any conditions of use signed by the Master or otherwise in use at the Port, save and except to the extent expressly preserved herein, and any rights to salvage; and
  - (ii) the Vessel Interests waive any rights or claims they might otherwise have had against the Terminal Interests (or any of them) and any entitlement to limit their liability under applicable laws, including any statute or international convention now or hereafter enacted.

The foregoing waivers shall apply to all persons claiming through the Terminal Interests or the Vessel Interests.

15. The Vessel Interests shall keep the Vessel fully entered with a P & I Association which is a member of the International Group of P & I Associations. and shall pay all premiums, fees, dues and other charges of such P & I Association and comply with all of its rules, terms and warranties. Upon request from the Terminal Interests, the Vessel Interests will produce to the Terminal Interests a copy of such P & I Association's current rules, P&I Certificate of Entry and reasonable written evidence that the P & I Association has agreed to cover the Owner as a member of the Association against the liabilities and responsibilities provided for in these Conditions of Use, including pollution cover to the highest limit available. To the extent requested by the Terminal Interests, the Vessel Interests will give the Terminal Interests reasonable evidence that the Vessel remains fully covered in accordance with this condition 15 at all times while calling at the LNG Facility or otherwise using the Port. The Terminal Interests shall be entitled to refuse entry by the Vessel into the Port if (i) the Vessel does not have, or (ii) the Vessel Interests are unable to provide when reasonably requested by Terminal Interests, reasonable written evidence that the Vessel has P& I cover as required by the terms of this condition 15.
16. Any and all insurance policies obtained or maintained by the Vessel Interests in respect of the Vessel (including but not limited to policies in respect of hull and machinery risks, disbursements, loss of hire, blocking and trapping, increased value and marine, war and excess risks) will at all times either (i) contain a waiver in favour of the Terminal Interests of all rights of subrogation of claims by the Vessel Interests' insurers against the Terminal Interests to the extent such claims have been waived in conditions 3, 4, 5, 8, 9 of these Conditions of Use by the Vessel Interests, or (ii) be supplemented by a separate written instrument indicating that the insurer agrees to waive all such rights of subrogation. The Vessel Interests shall deliver to the Terminal Interests reasonable evidence of such waiver of insurers' rights of subrogation, failing which the Terminal Interests shall be entitled to refuse entry by the Vessel into the Port.
17. These Conditions of Use, and any non-contractual obligations arising out of them, shall be construed, interpreted and applied in accordance with the laws of England and Wales.
18. All disputes or differences arising out of or under these Conditions of Use which cannot be amicably resolved shall be referred to arbitration in London.
  - (i) The arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration (LCIA Rules) current at the time when the arbitration proceedings are commenced.
  - (ii) The reference shall be to three (3) arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that

it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

- (iii) Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.
19. Subject to conditions 9(i) and 15, the total aggregate liability of the Vessel Interests to the Terminal Interests, however arising, in respect of any one incident or occurrence governed by these Conditions of Use, shall not exceed ONE HUNDRED FIFTY MILLION UNITED STATES DOLLARS (US\$150,000,000) whether or not the liability is asserted in United States Dollars and, to the fullest extent permissible by law, the Vessel Interests hereby waive any rights they may otherwise have under applicable law or any applicable convention to limit their liability at any lower limit.
  20. The total aggregate liability set out in condition 19 shall not limit, restrict or prejudice any claim or right that Terminal Interests has or may have against the Vessel Interests 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, a claim by Terminal Interests against Vessel Interests is brought under these Conditions of Use.
  21. No one who is not a party to these Conditions of Use shall have rights under them apart from those Terminal Interests and Vessel Interests which are not parties, who shall respectively be entitled to enforce the provisions of these Conditions of Use where Terminal Interests or Vessel Interests are named. However, no consent or other action shall be required from any person who is not a party to these Conditions of Use in respect of any amendment, variation or waiver to or of any provision of these Conditions of Use.
  22. These Conditions of Use may be executed by the parties in separate counterparts and delivered by email or otherwise, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. By their facsimile signatures below, the Terminal Interests agree to each of the terms and conditions contained herein. A counterpart signature page bearing original signatures of each of the Terminal Interests is available for inspection at the Vessel Interests' request.
  23. In the event of a conflict or any inconsistency between these Conditions of Use and any other conditions of use applicable at the Port or the Marine Operations Manuals, the provisions of these Conditions of Use shall prevail.
  24. (i) These Conditions of Use represent the whole and only agreement between the parties in relation to the subject matter of these Conditions of Use and

supersede any previous agreement between the parties in relation to the subject matter contained herein.

- (ii) Each party acknowledges that in entering into these Conditions of Use it is not relying on any representation, warranty or other statement relating to the subject matter of these Conditions of Use which is not set out in these Conditions of Use.
  - (iii) No party shall have any liability or remedy in respect of any representation, warranty or other statement (other than those set out in these Conditions of Use) being false, inaccurate or incomplete unless it was made fraudulently.
25. If all or any part of any provision of these Conditions of Use shall be or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such illegality, invalidity or unenforceability shall not affect or impair:
- (i) the legality, validity or enforceability in that jurisdiction of the remainder of that provision and/or all other provisions of these Conditions of Use; or
  - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that provision and/or all other provisions of these Conditions of Use.
26. These Conditions of Use may not be amended, modified, varied or supplemented except by an instrument in writing signed by authorised representatives of the parties hereto.
27. (i) The failure of any party at any time to require performance of any provision of these Conditions of Use shall not affect its rights to require subsequent performance of such provision.
- (ii) Waiver by any party of any breach of any provision hereof shall not constitute the waiver of any subsequent breach of such provision.
- (iii) Performance of any conditions or obligation to be performed hereunder shall not be deemed to have been waived or postponed except by an instrument in writing signed by an authorised representative of the party which is claimed to have granted such waiver or postponement.
28. (i) All notices and other communications for the purposes of these Conditions of Use shall be in the English language and shall be in writing, which shall include transmission by facsimile, email or other similar electronic method of written transmission mutually agreed between the parties.
- (ii) Notices and communications shall be effective upon receipt by the party to which given and shall be directed as follows:

Terminal Interests / FSRU Interests

Sociedad Portuaria El Cayao S.A. E.S.P.

Attn: Isaac Diaz Acosta

Email: isaac.diaz@speclng.com

Höegh LNG Colombia S.A.S.

Attn: Eduardo Polo Ruess

Email: hoegh.colombia@hoeghlng.com

Höegh LNG FSRU IV Ltd.

Attn: Rune Karlsen

Email: rune.karlsen@hoeghlng.com

Vessel Interests

[*Company Name - Owner.*]

Attn: [.....]

Email: [.....]

[*Master.*]

Attn: [.....]

Email: [.....]

Signed and acknowledged by **Master of the Vessel**, including on behalf of and so as to bind the **Owner**:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Acknowledged for and on behalf of

**Sociedad Portuaria El Cayao S.A. E.S.P.:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Acknowledged for and on behalf of

**Höegh LNG Colombia S.A.S.:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Acknowledged for and on behalf of

**Höegh LNG FSRU IV Ltd.:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_