



Προς τη
ΡΥΘΜΙΣΤΙΚΗ ΑΡΧΗ ΕΝΕΡΓΕΙΑΣ
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Αθήνα, 3 Δεκεμβρίου 2021
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Θέμα: Δημόσια διαβούλευση της ΡΑΕ για την πρότυπη Σύμβαση Χρήσης του Ανεξάρτητου Συστήματος Φυσικού Αερίου (ΑΣΦΑ) Αλεξανδρούπολης

Αξιότιμοι,

Επισυνάπτεται στο παρόν, κείμενο με τις απόψεις της εταιρείας μας «ΔΕΠΑ Εμπορίας Α.Ε.» κατά τη διαδικασία της εν θέματι διαβούλευσης.

Παραμένουμε στη διάθεση σας για ό,τι περαιτέρω απαιτηθεί.

Με εκτίμηση,

Γιώργος Πολυχρόνιδου
Συντονιστής Διευθυντής Δραστηριοτήτων
Στρατηγικής και Ανάπτυξης

Συνημμένα: (3) σελίδες



DEPA Commercial S.A. comments regarding the public consultation of RAE on the Terminal Use Agreement for the Alexandroupolis Independent Natural Gas System

Our remarks are focused on the following topics:

6. Compensation for Services

6.2.(d). It is mentioned that the “Terminal Operator shall notify the Authority for any revision in the Reference Tariff”, however, we propose that the Authority should approve any revision in the Reference Tariff.

6.3 (d). The Administrative fee is suggested to be removed, both from Terminal Access Code and LNG Terminal Use Agreement, so as Users to be motivated to enter in secondary transactions.

7. Term

According to 7.2.c. “...the total amount of liquidated damages in case of delay Notice issued by the Terminal Operator after the second Notification, for which Terminal Operator or its contractors are responsible shall not exceed an amount of the aggregate Monthly Capacity Payment for the first [twelve (12)] months of the Term.” The above financial amount may not be sufficient, in case a User has already entered into a contract with a supplier for a vessel discharge. Indicatively it is proposed that the total amount of liquidated damages shall not exceed an amount of 50% (instead of the foreseen 20%) of the aggregate Monthly Capacity Payment.

9. Receipt of LNG

9.2. It is proposed to clarify the nature of the Encumbrances described. Furthermore, only other Users’ reasonable claims justified by an independent Authority, should be included in the above-mentioned Encumbrances.

11. TUA Reserved Capacity & Terminal User’s Account

11.1.(b). Deviations of actual compared to the Daily Planned Send out for every individual Day of the Term is proposed to be justified by the Terminal Operator and to be allocated pro rata to all Users. Furthermore, regarding the Daily Actual Send out variations, a limit is suggested to be specified by the Terminal Operator, so as Users to be able to program their own offtakes schedule. An Operational Balancing Account Mechanism may be applied.

11.2. Terminal User’s Account as described, is proposed to include on a daily basis apart from all kind of LNG transactions, net position of each User in terms of guarantees as well. All data should be available to Users under an editable form.



13. Environmental Responsibilities

13.(d).(ii). We propose to be rephrased as follows: "claim by any person raised against the Terminal Operator"

14. Liabilities

14.1.(a). User shall be liable for direct damages only due to such User's or the persons' listed under (b) to (d) gross negligence of willful misconduct.

14.2.(b). Aggregate liabilities arising pursuant to clause 14.2. **Error! Reference source not found.**, as a result of Gross Negligence/Willful Misconduct is proposed to be equal for both parties and to be verified by an independent agency. If maximum aggregate liability limit for the above case is set, this limit should be equal for both parties (Terminal User and Terminal Operator).

14.2 (c).(i), (ii) & (iii). The Terminal Operator shall compensate the User for costs incurred by the latter (e.g. demurrage costs) due to the Operator's fault/responsibility.

15. Events of Force Majeure

15.2(f). We propose this to be deleted. Experience has shown that a terminal can continue functioning even amidst a pandemic. In any case the general definition provided for in the first paragraph of 17.2 covers any "*event or circumstance, or any combination of events or circumstances, the occurrence or effect of which is beyond the reasonable control of a Party (the "Affected Party"), which could not have been avoided by steps which might reasonably have been taken by a Reasonable and Prudent Operator*".

15.2.(i). We propose its deletion, as it seems to be quite wide and vague and may lead to abuse of this term by the Terminal Operator.

15.2(k). Based on experience and for the purposes of operating on equal footing we wish its deletion since adverse weather conditions affecting the transit of an LNG carrier do constitute a force majeure which is beyond the User's control.

All the above shall also be considered in light of article 15.8 which provides the Terminal Operator with the possibility to re-allocate the available capacity which is not used by the User due to a Force Majeure event and hence the Operator can benefit from such situation.

19. Default and termination

19.1.(b)(ii). Regarding Terminal User Event of Default, is proposed to change in terms of Business days that causes a "Terminal User Event of Default" and to be increased from two (2) Business days to five (5) Business days.

19.2. Regarding Suspension of the Agreement, it is proposed the number of days to be increased from two (2) to four (4) Business Days of the due date for a payment.





19.3.(a) Regarding Termination of the Agreement Following the occurrence of an Event of Default, the time period where the non-defaulting Party may terminate this Agreement by giving notice of such termination is proposed to be increased from 5 to 15 days.

19.4(a). The following shall be added at the end of the paragraph: ***“unless such damages are due to or such remedy is sought following a Terminal Operator Event of Default, fraud, gross negligence or willful misconduct”***.

22. Confidentiality

22.2.(b). We propose the confidentiality period to be increased from 3 to 5 years.

