## **SCHEDULE-4**

## **VESSEL ARRIVAL / CARGO DISCHARGE**

#### **1** ARRIVAL AT DISCHARGE PORT

#### 1.1 Notices of LNG Carrier movements

- 1.1.1 With respect to each LNG Cargo to be delivered to PLL pursuant to this agreement, the Customer shall give, or cause the master of the LNG Carrier to give, to PLL, the following notices:
  - (a) a first notice, which shall be sent either upon the departure (for the Discharge Port) of the LNG Carrier from the Loading Port, or as early as reasonably possible and which shall set forth:
    - (i) the time and date of departure from the Loading Port, the volume (expressed in cubic metres) of LNG loaded on the LNG Carrier;
    - (ii) the estimated quality and energy content of the relevant LNG Cargo (if different from the LNG Quantity);
    - (iii) any operational deficiencies of the LNG Carrier that may affect its performance at the Discharge Port; and
    - (iv) the estimated time of arrival of the LNG Carrier at the Discharge Port (the "ETA").

If at any time this ETA changes by more than twelve (12) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to PLL;

- (b) a second notice, updating or confirming the ETA, which shall be sent ninety-six (96) hours prior to arrival at the Discharge Port. If at any time this ETA changes by more than six (6) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to PLL;
- (c) a third notice, updating or confirming the ETA, which shall be sent seventy-two (72) hours prior to arrival at the Discharge Port. If at any time this ETA changes by more than six (6) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to PLL;
- (d) a fourth notice, updating or confirming the ETA, which shall be sent forty-eight (48) hours prior to arrival at the Discharge Port. If at any time this ETA changes by more than six (6) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA;
- (e) a fifth notice, updating or confirming the ETA, which shall be sent twenty-four (24) hours prior to the ETA. This notice shall include a statement of:
  - (i) the estimated quantity and quality of LNG to be discharged (if different from the LNG Quantity); and

(ii) any operational deficiency of the LNG Carrier that may affect its performance at the Discharge Port.

If at any time this ETA changes by more than two (2) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to PLL;

- (f) a sixth notice, updating or confirming the ETA and notifying of any other change, which shall be sent five (5) hours prior to arrival at the Discharge Port; and
- (g) a final notice, updating or confirming the ETA and notifying of any other change, which shall be sent two (2) hours prior to arrival at the Discharge Port;
- (h) a notice of arrival when the LNG Carrier has arrived at the Pilot Boarding Station or customary anchorage at the Discharge Port and has received all necessary port clearances to enter and maneuver in the Discharge Port and the LNG Carrier is ready to berth in all respects (hereinafter referred to as "Notice of Readiness"); and
- (i) any additional notice that may be specified in the relevant Terminal Rules.
- 1.1.2 All notices to be sent to PLL in accordance with this paragraph 1.1 shall also be sent to the operator of the Terminal, provided that PLL shall have supplied the appropriate contact details to Customer, and Customer's agent at the Discharge Port.
- 1.1.3 The notices referred to above shall be sent by electronic mail or facsimile.
- 1.1.4 With reference to paragraph 1.1.1, in case the total time the LNG Carrier takes to transport the LNG Cargo between the Loading Port and the Discharge Port is equal to or less than:
  - 96 hours, paragraph 10.1.1(b) shall not apply;
  - 72 hours, paragraphs 10.1.1(b) and (c) shall not apply; and
  - 48 hours, paragraphs 10.1.1(b), (c) and (d) shall not apply,

# **2 BERTHING ASSIGNMENTS**

## 2.1 Customer's clearances

Upon arrival of the LNG Carrier at the Discharge Port, Customer shall obtain or cause to be obtained at its cost all clearances and necessary formalities with the relevant authorities to allow the LNG Carrier to complete harbor maneuvers and berthing operations during the Delivery Window and PLL shall provide all reasonable assistance in connection therewith.

## 2.2 Berthing and unloading

2.2.1 After Notice of Readiness has been given in accordance with paragraph 1.1.1(h) and the operator of the Terminal has given clearance for the LNG Carrier to proceed to berth, the Customer shall berth the LNG Carrier or cause it to be berthed as safely and expeditiously as reasonably possible in cooperation with PLL and in accordance with all relevant Terminal Rules, at the berth designated by PLL.

2.2.2 PLL and the Customer shall cooperate to commence unloading or cause it to be commenced upon completion of berthing and complete unloading or cause it to be completed safely and as expeditiously as reasonably possible.

# 2.3 Departure

The Customer shall cause the LNG Carrier to depart as safely and expeditiously as reasonably possible and in accordance with the relevant Terminal Rules and PLL shall cooperate, or use reasonable efforts to cause the operator of the Terminal to cooperate, with such safe and expeditious departure of the LNG Carrier from the berth.

## **3 DETERMINATION OF QUANTITY AND QUALITY**

- **3.1** The Customer shall supply, operate and maintain, or cause to be supplied, operated and maintained, suitable gauging devices for the LNG tanks of the LNG Carrier, as well as pressure and temperature measuring devices and all other measurement or testing devices that are incorporated in the structure of such LNG Carrier or customarily maintained on board ship. Such supply, operation and maintenance shall comply with the provisions of Schedule-6 which shall form an integral part of this Agreement, and in the event of any inconsistency between this paragraph 3 and Schedule-6 with regard to the subject matter hereof, Schdule-6 shall prevail.
- **3.2** PLL shall supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for determining quality and composition of the delivered LNG and all other measurement or testing devices that are necessary to perform the measurement and testing required hereunder at the Receiving Facilities. Such supply, operation and maintenance shall comply with the provisions of Schedule-6, and in the event of any inconsistency between this paragraph 3 and Schedule-6 with regard to the subject matter hereof, Schedule-6 shall prevail.
- **3.3** Each device provided for in this paragraph 3 shall be of a design that has been proven in service in an existing LNG trade, unless otherwise agreed by the Parties as provided below. Any devices provided for in paragraph 3 not previously used in an existing LNG trade shall be chosen by agreement of the Parties and shall be such as are, at the time of selection, the most accurate and reliable in their practical application. The required degree of accuracy of such devices shall be agreed upon and verified by the Parties in advance of their use, and such degree of accuracy shall be verified by the Independent Surveyor. All such devices shall be subject to approval by the relevant classification societies. Customer shall ensure that each tank on the LNG Carrier is equipped with two level-measuring devices of different types.
- **3.4** The Parties shall co-operate closely in the design, selection and acquisition of devices to be used for measurements and tests under this paragraph 3. The Parties shall establish mutually agreed conversion tables between units of measurement, if necessary.
- **3.5** The Customer shall furnish to PLL or cause PLL to be furnished with, a certified copy of tank gauge tables as well as correction charts (including list, trim and contractions) for each tank of the LNG Carrier.
- **3.6** Volumes of LNG delivered at the Delivery Point under the this Agreement shall be determined by gauging the LNG in the tanks of the LNG Carrier immediately before and after unloading. Gauging the liquid in the tanks of the LNG Carrier and the measuring of liquid temperature, vapour temperature and vapour pressure in each LNG tank and the trim and list of the LNG Carrier and atmospheric pressure shall be performed, or caused to be performed, by Customer before and after

unloading. Copies of gauging and measurement records shall be furnished to PLL. Gauging devices shall be selected, and measurements shall be effected, in accordance with Schedule-6.

- **3.7** Representative samples of the delivered LNG at the Delivery Point shall be obtained and analysed, or caused to be obtained and analysed, by PLL, in accordance with Schedule-6 in order to determine the energy content in MMBtu, the molar fraction of the hydrocarbons and other components in the sample.
- **3.8** The energy content in MMBtu unloaded at the Discharge Port shall be calculated by the Independent Surveyor following the procedures set forth in Schedule-6.
- 3.9 At the request of a Party, all measurements, gauging and analyses provided for in paragraphs 3.6, 3.7 and 3.8 above shall be carried out and verified by the Independent Surveyor. Prior to effecting such measurements, gauging and analyses, the Party responsible for such operations shall notify the representative of the other Party and the representative jointly appointed by the SNGPL / SSGC (if applicable) in accordance with paragraph 3.10, allowing such representatives a reasonable opportunity to be present for all operations and computations; provided however that the absence of either or both of the representatives after notification and reasonable opportunity to attend shall not prevent any operation or computation from being performed. The results of the Independent Surveyor's verifications shall be made available promptly to each Party. All records of measurements and the computation results shall be preserved by the Party responsible for effecting such measurements and held available to the other relevant Party for a period of not less than one (1) year after such measurements and computations have been completed, or if longer until any dispute between the Parties relating in any way to such measurements and computations has been finally resolved.
- **3.10** Each Party shall test and verify the accuracy of the applicable gauging devices at intervals to be agreed between the Parties and in accordance with Schedule-6. In the case of gauging devices on the LNG Carrier, such tests and verifications shall take place during scheduled dry-docking periods. Each Party at its own risk, shall have the right to inspect at any time the gauging devices installed by the other Party; provided however that the other Party shall be notified reasonably in advance. Testing shall be performed using methods recommended by the manufacturer of the equipment being utilised or any other method agreed upon by PLL and Customer. Tests shall be carried out and verified by the Independent Surveyor. Each Party shall have the right to appoint a representative, and the SNGPL / SSGC may appoint one (1) representative amongst themselves, to be present at and witness measurements, sampling and testing of devices and LNG.
- **3.11** Permissible tolerances shall be as described in paragraph 3 of Schedule-6. Where the inaccuracy of a device is found to exceed the permissible tolerances, the device, if possible, shall be adjusted accordingly and recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error that is definitely known or agreed by the Parties. All the invoices issued during such period of error shall be made between Customer and PLL. In the event that the period of error is neither known nor agreed, corrections shall be made for each delivery made during the last half of the period since the date of the most recent calibration of the inaccurate device.
- **3.12** Without prejudice to paragraph 3.3, all costs and expenses for testing and verifying measurement devices shall be borne by the Party who is testing or verifying the devices being tested and verified unless the testing is conducted at the request of the other Party and such testing does not disclose errors or inaccuracies which require correction in such measurement devices, in which event the

Party requesting such testing or verification shall bear such costs; provided however that representatives of the Parties and the Pakistan Gas Utilities attending such tests and verifications shall do so at the cost and risk of the entity they represent.