Key Technical Issues for Jet Fuel Throughput at the Schwechat Refinery

I. Definitions

1. OMV: OMV Refining & Marketing GmbH, Trabrennstraße 6-8, 1020 Vienna;

2. Jet Fuel Throughput: Delivery, feeding into storage, intermediate storing and provisioning of jet fuel via the railway unloading station and the jet fuel storage facilities at the Schwechat Refinery – logistics chain from the railway unloading to the transfer valve to FSH;

3. FSH: Flughafen-Schwechat-Hydranten-Gesellschaft;

4. TT: Option for the loading of tanker trucks;

5. Current maximum annual total capacity for temporary storage of jet fuel at the Schwechat Refinery: 400,000 tons;

6. Storing Party: The party that takes advantage of the temporary storage for jet fuel;

7. TC: Tank car.

II. Technical conditions for the jet fuel throughput

1. The Storing Party is authorized to place jet fuel in the throughput for jet fuel at the Schwechat refinery, subject to the maximum capacity specified in I.5, and to remove an identical quantity, adjusted by its share of the typical operational differences. The Storing Party is not permitted to use the throughput for purely storage purposes. OMV will immediately announce changes to the current maximum annual capacity and will also strive in such a case to ensure that transparent and non-discriminatory opportunities for utilizing this capacity are provided to interested market participants.

2. On its Internet site, www.omv.com, OMV publishes a table indicating the available capacity of the jet fuel throughput at the Schwechat Refinery relative to the maximum capacity specified in I.5 for the next twelve-month period, updated on a weekly basis.

3. For annual delivered quantities exceeding 50,000 tons (with respect to a twelve-month period), the Storing Party must inform OMV of the planned maximum annual quantity, broken down by month, by no later than the 1st day of the month preceding the twelve-month period. Definition of the quarterly quantities, broken down by month, must take place in each case by no later than the 15th day of the month preceding the respective quarter with mutual coordination of the logistically and operationally necessary steps.

4. For annual delivered quantities up to and including 50,000 tons (with respect to a twelve-month period), the Storing Party has the option of choosing between annual or quarterly planning. In the case of annual planning, II. 3. applies; in the case of quarterly planning, the Storing Party must inform OMV of the planned maximum quarterly quantity, with estimated breakdown by month, by no later than the 1st day of the month preceding the respective quarter. Definition of the monthly quantities must take place in each case by no later than the 15th of the month preceding the respective planning month with mutual coordination of the logistically and operationally necessary steps.
5. If, in the case of items II. 3 and 4., the delivery plan of the Storing Party cannot be complied with after attempted coordination, OMV must immediately provide the Storing Party with a substantiated, written justification.

6. The minimum number of tank cars per individual delivery is 10 tank cars. These must comply with the currently applicable national and international regulations (RID, AW, COMF, etc...).

7. The jet fuel inventory per Storing Party may not exceed a maximum of 2,500 tons; the absolute maximum capacity for all Storing Parties is limited at all times to 5,000 tons. If additional storage capacity exists in individual cases, OMV will also make this capacity available to Storing Parties after corresponding mutual coordination and in consideration of the availability period.

8. If the fuel stored by a Storing Party operating in accordance with II. 3 is not retrieved within 4 weeks or by a Storing Party operating in accordance with II. 4 within 6 weeks – in each case calculated from the day of delivery – OMV has the right to charge additional storage fees.

9. After the quarterly quantity with monthly breakdown has been coordinated between the Storing Party and OMV in accordance with II. 3 and 4, the Storing Party agrees to inform OMV in writing of his planned deliveries for a given month on a weekly basis by no later than 5 business days prior to the end of the preceding month.

10. The Storing Party must provide written notification of a delivery at the time of departure of the tank cars, however no later than 24 hours prior to the planned arrival at the connecting track at the Groß-Schwechat train station (departure date of the tank cars, TC numbers and net weight per TC).

11. If the jet fuel is delivered to the connecting track of OMV at the Groß-Schwechat train station in the time between Monday 07:00 – Friday 18:00, the fuel will be placed into storage and made available for retrieval within 24 hours after delivery by the Storing Party or his forwarding agent, assuming that the quality requirements are met.

12. Tank cars will be emptied and made available for return transport at the connecting track within no more than 48 hours after delivery by the Storing Party or his forwarding agent. The bills of lading or necessary shipping data for creating bills of lading must be available at this time.

13. If – without prejudice to compliance with items II.10. to II.12. – a rail delivery is not possible at the time desired by the Storing Party, OMV must immediately provide a substantiated, written justification and recommend the soonest possible alternative times.

14. Provisioning of the jet fuel takes place in the product pipeline at the transfer valve to FSH; alternatively, if desired by the Storing Party, provisioning may take place at the tanker truck loading station during its hours of operation.

15. At this time, provisioning at the transfer valve to FSH is possible 24 hours per day; provisioning at the tanker truck loading station is possible during the entire period from Sunday 22:00 to Friday 15:00. Delivery by the Storing Party to the OMV connecting track shall take place within the respectively applicable hours of operation and handling at the Groß-Schwechat train station. The tank car will be brought to the unloading station within the respectively applicable operating times of the OMV-internal shunting operation.
III. Quality

1. Exclusively jet fuel that satisfies the “Aviation Fuel Quality requirements for jointly operated systems - Jet-A1”, as currently amended.

2. Incoming quality check: Before the fuel is placed into storage, a “Control Check” is performed according to the “Guidelines for Aviation Fuel Quality Control & Operating Procedures for Jointly Operated Supply & Distribution Facilities” for jet A1, as currently amended, including a conductivity measurement.

3. A supplier evaluation also takes place at the Schwechat Refinery in accordance with QM ISO 9001:2000.
   - For every new supply source, a full analysis of the jet fuel suitability is performed on the first delivery, and this must be compared with the data on the delivery certificate and evaluated.
   - If the full analysis exhibits significant deviations from the delivery certificate, an immediate analysis by an independent laboratory must also always be commissioned by the Storing Party. If the deviations are confirmed, the Storing Party must bear the full costs, otherwise these will be paid by OMV.
   - In the event of confirmed deviations, measures must be immediately initiated by the Storing Party to correct these deviations. In this case, OMV has the right to refuse acceptance of deliveries from this supply source until the situation has been fully clarified and corrected.
   - For subsequent deliveries, quarterly spot checks (full analysis) will also be performed, whereby the interval can also be extended after the first year after a corresponding evaluation.

4. OMV has the right to refuse acceptance of jet fuel that does not have the required quality (hereafter referred to as “faulty goods”) and to return it to the sender at the Storing Party’s expense.

IV. Throughput Fee

1. The throughput fee must be set without discrimination; in other words, surcharges and discounts can only be applied to the extent that is justified by differing costs. The non-discrimination requirement also applies to any penalty payments (e.g. additional storage fees).

2. The price list must be made easily accessible to potential market participants. The possible business partner should receive this information as is typical in the industry in business communication between business clients. The price list must bear the date of the first day on which it is valid.

3. The price list must contain the standard prices including all surcharges and discounts as well as all conditions under which surcharges and discounts apply. No additional surcharges, discounts, price reductions, special conditions, etc. are permitted.