

Trgovačko društvo PLINACRO d.o.o., Savska cesta 88a, 10000 Zagreb, MBS 080304171, OIB 69401829750, kojega po punomoći zastupa *[funkcija i ime i prezime]*, kao operator transportnog sustava, i nositelj dozvole za obavljanje energetske djelatnosti transporta prirodnog plina broj 080304171-0030-08/03-I/18, u dalnjem tekstu: **Operator transportnog sustava**, s jedne strane i

trgovačko društvo *[naziv korisnika transportnog sustava]*, *[ulica i kućni broj]*, *[poštanski broj i grad ili naselje]*, MBS *[matični broj subjekta]*, OIB *[osobni identifikacijski broj]* (ili za subjekte sa sjedištem izvan Republike Hrvatske, VAT broj *[VAT identifikacijski broj]*), kojega zastupa *[funkcija i ime i prezime]*, kao korisnik transportnog sustava i nositelj dozvole za obavljanje energetske djelatnosti *opskrbe plinom / trgovine plinom [registracijski broj dozvole]*, u dalnjem tekstu: **Korisnik transportnog sustava**, s druge strane

(u dalnjem tekstu: **Ugovorne strane**)

sklopile su ovaj

**UGOVOR O TRANSPORTU PLINA**  
**broj [•]**

(u dalnjem tekstu: **Ugovor**)

**Članak 1.**

(1) Ovim Ugovorom uređuju se prava i obveze Ugovornih strana u vezi s ugovaranjem standardnih kapacitetnih proizvoda na ulazima i/ili izlazima u RH za razdoblje trajanja Ugovora.

(2) Opći uvjeti korištenja usluge transporta plina (u dalnjem tekstu: OU), iz Priloga I. važećih Mrežnih pravila transportnog sustava (u dalnjem tekstu: Mrežna pravila), sastavni su dio Ugovora.

(3) Potpisom Ugovora, Korisnik transportnog sustava potvrđuje da je upoznat sa, i da prihvata sve odredbe važećih Mrežnih pravila, OU i Ugovora.

(4) Potpisom Ugovora, Korisnik transportnog sustava potvrđuje da razumije da su tijekom trajanja Ugovora moguće izmjene propisa kojima se uređuje tržište plina, uključujući i Mrežna pravila i OU te je suglasan da se tako

The PLINACRO Ltd. Company, Savska cesta 88a, 10000 Zagreb, RN 080304171, PIN 69401829750, represented on the basis of the power of attorney by *[position, name and surname]*, as the Transmission System Operator and the holder of the licence for performance of the energy activity of natural gas transmission number: 080304171-0030-08/03-I/18, hereinafter referred to as: "the Transmission System Operator" and

the Company *[name of the transmission system user]*, *[street and home number]*, *[ZIP code and city name]*, PIN: *[personal identification number]*, or for non-residents VAT number *[VAT identification no.]*, represented by *[position, name and surname]*, as the user of the transmission system and the holder of the licence for performance of the energy activity of *gas supply/gas trade* number: *[number of the Gas Trading/Supply License]*, hereinafter referred to as: "the Transmission System User"

(hereinafter referred to as: "the Parties")

concluded this

**GAS TRANSMISSION CONTRACT**  
**No. [•]**

(hereinafter referred to as: "the Contract")

**Article 1**

(1) This Contract sets out the rights and obligations of the Parties regarding the contracting of the standard capacity products at the entries and/or exits in RC for the period of Contract duration.

(2) General Terms of Use of the Gas Transmission Service (hereinafter referred as: GT), which constitute Annex 1 to the applicable Transmission System Network Code (hereinafter referred as: Network Code) make an integral part of this Contract.

(3) By signing the Contract, the Transmission System User confirms that it is acquainted with, and accepts all provisions of the applicable Network Code, GT and the Contract.

(4) By signing the Contract, the Transmission System User confirms that it understands that during the duration of the Contract there may be changes to the

<p>izmijenjeni OU primjenjuju na Ugovor i postaju sastavni dio Ugovora.</p> <p>(5) Ako drugačije nije određeno Ugovorom, izrazi koji se koriste u Ugovoru imaju značenje utvrđeno Mrežnim pravilima te propisima kojima se uređuje tržište plina.</p> <p style="text-align: center;"><b>Članak 2.</b></p> <p>(1) Postupak rezervacije i ugoveravanja kapaciteta transportnog sustava na ulazima i/ili izlazima u RH, provodi se u skladu s Mrežnim pravilima i OU.</p> <p>(2) Operator transportnog sustava će po uspješno provedenoj konačnoj raspodjeli kapaciteta transportnog sustava, Korisniku transportnog sustava, dostaviti Obavijest o raspodjeli kapaciteta transportnog sustava (u dalnjem tekstu: Obavijest) koja čini Prilog 1. Ugovora.</p> <p>(3) Dostavom Obavijesti iz stavka 2. ovog članka, za Korisnika transportnog sustava nastaje obveza plaćanja naknade za korištenje transportnog sustava i svih ostalih naknada eventualno povezanih s kapacitetnim proizvodom naznačenim u obavijesti.</p> <p style="text-align: center;"><b>Članak 3.</b></p> <p>(1) Korisnik transportnog sustava je dužan plaćati Operatoru transportnog sustava naknadu za korištenje transportnog sustava i naknadu za prekoračenje ugovorenog kapaciteta u skladu s OU.</p> <p>(2) Naknade iz stavka 1. ovog članka, obračunavaju se u skladu su važećom Metodologijom utvrđivanja iznosa tarifnih stavki za transport plina i Odlukom o iznosu tarifnih stavki za transport plina.</p> <p>(3) Na iznos naknade iz stavka 1. ovog članka, obračunava se porez na dodanu vrijednost u skladu sa zakonom kojim se uređuje porez na dodanu vrijednost, osim ako Korisnik transportnog sustava ima sjedište izvan Republike Hrvatske.</p> <p>(4) Operator transportnog sustava dostavlja Korisniku transportnog sustava obračun i račun iz ovog članka najkasnije do 15. dana u tekućem mjesecu za prethodni mjesec.</p> <p>(5) Korisnik transportnog sustava dužan je platiti račun u roku od 20 dana od zadnjeg dana obračunskog razdoblja za koje je račun ispostavljen. Obveza plaćanja smatra se izvršenom na dan kada novac bude proknjižen na poslovnom računu Operatora transportnog sustava.</p> <p>(6) Za svaki dan kašnjenja u plaćanju, Korisnik transportnog sustava obvezan je platiti, pored dužne</p>	<p>provisions regulating the gas market, including the Network Code and GT, and that it agrees that such amended GT apply to the Contract and become an integral part of the Contract.</p> <p>(5) Unless expressly stipulated otherwise in the Contract, the terms used in this Contract have the meaning determined by the applicable Network Code and the provisions regulating gas market.</p> <p style="text-align: center;"><b>Article 2</b></p> <p>(1) The procedure of booking and contracting transmission system capacities at entries and/or exits in RC shall be carried out in accordance with the Network code and GT.</p> <p>(2) After the successful completion of the final allocation of transmission system capacities, the Transmission System Operator shall deliver to the Transmission System User the capacity allocation notice (hereinafter: Notice), which constitutes Annex 1 to the Contract.</p> <p>(3) With the delivery of the Notice referred to in Paragraph 2 of this Article, the obligation arises for the Transmission System User to pay the transmission system usage fee and all other fees possibly associated with the capacity product indicated in the notice.</p> <p style="text-align: center;"><b>Article 3</b></p> <p>(1) The Transmission System User shall pay a transmission system usage fee and a fee for exceeding the contracted capacity to the Transmission System Operator in accordance with the GT.</p> <p>(2) The fee referred to in Paragraph 1 of this Article is determined in accordance with the applicable Methodology for determining the amount of tariff items for gas transmission and the applicable Decision on the amount of tariff items for gas transmission.</p> <p>(3) VAT is charged on the amount of the fee referred to in Paragraph 1 of this Article in accordance with the act regulating the Value Added Tax, unless the Transmission System User is a non-resident.</p> <p>(4) The Transmission System Operator shall deliver the calculation and the invoice referred to in this Article to the Transmission System User not later than the 15<sup>th</sup> day of the current month for the previous month.</p> <p>(5) The Transmission System User shall pay the invoice within 20 days from the last day of the accounting period for which the invoice has been issued. The payment obligation is considered executed on the day when the</p>
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glavnice i zakonsku zateznu kamatu po stopi propisanoj zakonom. Zatezna kamata počinje teći prvi dan nakon dospijeća računa. Rok za plaćanje zatezne kamate je osam dana od primitka obračuna kamate ili najkasnije do datuma navedenog na obračunu.

#### Članak 4.

U svrhu osiguranja ispunjenja obveza po ovom Ugovoru, Korisnik transportnog sustava dužan je, u skladu s OU; po primitku Obavijesti iz Priloga 1. Ugovora, a najkasnije do početka ugovornog razdoblja naznačenog u predmetnoj Obavijesti, Operatoru transportnog sustava dostaviti sljedeće sredstvo osiguranja plaćanja:

Oblik sredstva osiguranja plaćanja	Iznos u kn

#### Članak 5.

(1) Za potrebe pisane razmjene podataka i komunikacije u skladu s Mrežnim pravilima i OU, Ugovorne strane imenuju sljedeće odgovorne osobe:

Za Operatora transportnog sustava:

PLINACRO d.o.o.  
 Savska cesta 88 a  
 10 000 Zagreb  
 Služba prodaje transportnih kapaciteta  
 Telefon: +385 1 6301 720  
 Telefaks: +385 1 6301 798  
 E-adresa: prodaja@plinacro.hr

Za Korisnika transportnog sustava:

[naziv]  
 [ulica i kućni broj]  
 [poštanski broj i grad]  
 N/r: [funkcija i/ili ime i prezime]  
 Telefon: [pozivni broj / broj telefona]  
 Telefaks: [pozivni broj / broj telefaksaj]  
 E-adresa: [adresa elektroničke pošte]

(2) Operativna komunikacija između Ugovornih strana, a posebno komunikacija u vremenu od 16:00 sati bilo kojeg dana do 08:00 sati sljedećeg radnog dana, kao i operativna komunikacija tijekom proglašenja kriznog stanja te drugih izvanrednih okolnosti, može se odvijati usmenim putem, uz obveznu naknadnu dostavu pisanog

money is credited to the business account of the Transmission System Operator.

(6) For each day of delay in payment, along with the due principal, the Transmission System User shall also pay the statutory default interest at the rate stipulated by law. The default interest is calculated as of the first day after the maturity of the invoice. The deadline for payment of the default interest is 8 days from the receipt of the interest calculation or by the date stated on the calculation, at the latest.

#### Article 4

For the purpose of ensuring that the obligations under this Contract shall be fulfilled, upon the receipt of the Notice in Annex 1 to the Contract and at the latest by the beginning of the contracted period indicated in the Notice, the Transmission System User shall, in accordance with the GT, deliver to the Transmission System Operator the following payment security instrument:

Payment Security Instrument	Amount in kuna

#### Article 5

(1) For the purpose of exchange of information and communication, which will be carried out in writing, in accordance with the Network Code and GT, the Parties shall appoint the following responsible persons:

For the Transmission System Operator:

PLINACRO d.o.o.  
 Savska cesta 88 a  
 10 000 Zagreb  
 Capacity Sales Department  
 Phone: +385 1 6301 720  
 Fax: +385 1 6301 798  
 E-mail: prodaja@plinacro.hr

For the Transmission System User:

[name]  
 [street and home number]  
 [Postal Code and Town]  
 Attn: [position and/or Name and Surname]  
 Phone number: [area code / phone number]  
 Fax: [area code / fax number]  
 E-mail: [e-mail address]

<p>dokumenta, kojeg će Ugovorne strane dostaviti i/ili uzajamno razmijeniti u najkraćem roku</p> <p>(3) Za potrebe komunikacije iz stavka 2. ovog članka, Ugovorne strane imenuju sljedeće kontakte:</p> <p>Za Operatora transportnog sustava:</p> <p>Nacionalni dispečerski centar Telefon: +385 1 4640 604 i +385 1 6301 613 Telefaks: +385 1 4640 582 E-adresa: dispatching@plinacro.hr</p> <p>Za Korisnika transportnog sustava:</p> <p><i>[ime i prezime]</i> Telefon: <i>[pozivni broj/broj telefona]</i> Mobil: <i>[pozivni broj/broj mobitela]</i> Telefaks: <i>[pozivni broj/broj telefaksa]</i> E-adresa: <i>[adresa elektroničke pošte]</i></p> <p>(4) Korisnik transportnog sustava i Operator transportnog sustava imaju pravo promijeniti kontakte iz stavka 1. i 3. ovog članka, o čemu su dužni bez odgode obavijestiti drugu Ugovornu stranu.</p> <p style="text-align: center;">Članak 6.</p> <p>Ugovorne strane izjavljuju i jamče da potpisnici i same Ugovorne strane imaju sve potrebne ovlasti za sklapanje ovog Ugovora. Nadalje, Ugovorne strane jamče da su njihovi potpisnici i druge osobe koje u njihovo ime izdaju bilo kakve naloge, izjave, zahtjeve ili preuzimaju obvezu temeljem ili u vezi ovog Ugovora, valjano ovlašteni za poduzimanje takvih radnji te da njihove radnje obvezuju Ugovornu stranu u čije ime postupaju.</p> <p style="text-align: center;">Članak 7.</p> <p>Ovaj Ugovor smatra se sklopljenim danom dostave Obavijesti iz Priloga 1. Ugovora i sklapa se na razdoblje naznačeno u predmetnoj Obavijesti.</p> <p style="text-align: center;">Članak 8.</p> <p>Ugovor je sastavljen je u 2 (dva) istovjetna primjerka, po jedan za svaku Ugovornu stranu.</p> <p>U Zagrebu, _____</p>	<p>(2) Operational communication between the Parties and especially the communication between 4:00 pm of any day and 8:00 am of the next working day as well as the operational communication during a declared crisis situation and other emergency situations, may be verbal, and shall be followed by a written document, which the Parties will submit and/ or mutually exchange as soon as possible.</p> <p>(3) For the purpose of communication referred to in Paragraph 2 of this Article, the Parties shall appoint the following contacts:</p> <p>For the Transmission System Operator:</p> <p>National Dispatching Centre Phone: +385 1 4640 604 and +385 1 6301 613 Fax: +385 1 4640 582 E-mail: dispatching@plinacro.hr</p> <p>For the Transmission System User:</p> <p><i>[name and surname]</i> Phone: <i>[area code / phone number]</i> Mobile phone: <i>[area code / mobile number]</i> Fax: <i>[area code / fax number]</i> E-mail: <i>[e-mail address]</i></p> <p>(4) The Transmission System User and the Transmission System Operator have the right to change the contact information referred to in Paragraphs 1 and 3 of this Article, of which they shall inform the other Party without delay.</p> <p style="text-align: center;">Article 6</p> <p>The Parties declare and warrant that the signatories and the Parties themselves have all the necessary authorities to enter into this Contract. Furthermore, the Parties guarantee that the signatories and other persons issuing any orders, statements, claims, or assuming obligations on behalf of the respecting Party, on the basis of or in connection with this Contract, are duly authorized to take such actions and that their actions are binding upon the Party on whose behalf they act.</p> <p style="text-align: center;">Article 7</p> <p>(1) This Contract is deemed to be concluded on the day of the delivery of the Notice in Annex 1 to the Contract and is valid for the time period indicated in the Notice.</p> <p style="text-align: center;">Article 8</p>
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Za Operatora transportnog sustava:

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[ime i prezime]

[funkcija]

This Contract has been drawn up in 2 (two) identical counterparts, one for each Party.

Zagreb, \_\_\_\_\_

For the Transmission System Operator:

Za Korisnika transportnog sustava:

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[ime i prezime]

[funkcija]

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[Name and Surname]

[position]

For the Transmission System User:

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[Name and Surname]

[position]