

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

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 daljnjem tekstu: **Korisnik transportnog sustava**

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

sklopile su ovaj

UGOVOR O TRANSPORTU PLINA NA INTERKONEKCIJI

broj [•]

(u daljnjem tekstu: **Ugovor**)

Članak 1.

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

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

(3) Potpisom Ugovora, Korisnik transportnog sustava potvrđuje da je upoznat sa, i da prihvaća 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

INTERCONNECTION 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 interconnection 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

izmijenjeni OU primjenjuju na Ugovor i postaju sastavni dio Ugovora.

(5) Ako drugačije nije određeno Ugovorom, izrazi koji se koriste u Ugovoru imaju značenje utvrđeno Mrežnim pravilima te propisima kojima se uređuje tržište plina.

Članak 2.

(1) Na temelju Ugovora, Korisnik transportnog sustava ima pravo ugovarati standardne kapacitetne proizvode na interkonekciji u skladu s odredbama Uredbe CAM, Mrežnih pravila i OU.

(2) Ugovaranje standardnih kapacitetnih proizvoda na interkonekciji provodi se putem aukcija, na kojima Korisnik transportnog sustava može sudjelovati pod uvjetima propisanim Mrežnim pravilima, OU i Ugovorom.

(3) Operator transportnog sustava će po uspješno završenoj aukciji, Korisniku transportnog sustava, dostaviti Obavijest o raspodjeli kapaciteta transportnog sustava na interkonekciji (u daljnjem tekstu: Obavijest INT) koja čini Prilog 1. Ugovora.

Članak 3.

(1) Korisnik transportnog sustava dužan je, u svrhu sudjelovanja na aukciji, dostaviti Operatoru transportnog sustava odgovarajuće aukcijsko jamstvo, odnosno sredstvo osiguranja plaćanja, u skladu s Ugovorom i OU.

(2) Korisnik transportnog sustava će u skladu s OU, po vlastitoj volji i procjeni odabrati oblik aukcijskog jamstva, odnosno sredstva osiguranja plaćanja te iznos aukcijskog jamstva, odnosno sredstva osiguranja plaćanja za koji smatra da mu je dostatan za ugovaranje standardnih kapacitetnih proizvoda na interkonekciji.

(3) Korisnik transportnog sustava će istovremeno s dostavom aukcijskog jamstva, odnosno sredstva osiguranja plaćanja, dostaviti Operatoru transportnog sustava Izjavu o aukcijskom jamstvu/ sredstvu osiguranja plaćanja na interkonekciji (u daljnjem tekstu: Izjava INT), na obrascu objavljenom na internetskoj stranici Operatora transportnog sustava, potpisanu od ovlaštene osobe Korisnika. Izjava INT čini Prilog 2. Ugovora.

(4) Korisnik transportnog sustava će u Izjavi INT naznačiti oblik i iznos aukcijskog jamstva, odnosno sredstva osiguranja plaćanja koje dostavlja te, prema potrebi, iznos aukcijskog jamstva, odnosno sredstva osiguranja plaćanja, koji želi da mu bude raspoloživ po pojedinoj aukcijskoj platformi.

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.

(5) Unless expressly stated otherwise in the Contract, the terms used in this Contract have the meaning determined by applicable Network Code and the provisions regulating gas market.

Article 2

(1) Based on the Contract, the Transmission System User has the right to contract standard capacity products at an interconnection in accordance with the provisions of CAM Regulation, Network Code and GT.

(2) Contracting of the standard capacity products at an interconnection is done by auctions, at which the Transmission System User can participate under the conditions set out in the applicable Network Code, GT and the Contract.

(3) Upon a successfully completed auction, the Transmission System Operator shall deliver to the Transmission System User a Notice of allocation of the transmission system capacities at the interconnection (hereinafter: Notice INT) which constitutes Annex 1 to the Contract.

Article 3

(1) The Transmission System User shall, for the purpose of participating in the auction, deliver to the Transmission System Operator an appropriate auction guarantee or payment security instrument, in accordance with the Contract and GT.

(2) The Transmission System User shall in accordance with GT, at its own discretion, choose the type of the auction guarantee or payment security instrument and the amount of the auction guarantee or the payment security instrument, which it deems to be sufficient for contracting standard capacity products at the interconnection.

(3) The Transmission System User shall simultaneously with the delivery of the auction guarantee or payment security instrument, deliver to the Transmission System Operator a Statement on the auction guarantee/ payment security instrument at an interconnection (hereinafter: Statement INT) on a form published on the the Transmission System Operator's web page, signed by

(5) Ako Korisnik transportnog sustava, u skladu s OU dostavlja dodatno aukcijsko jamstvo, odnosno sredstvo osiguranja plaćanja, ili isto obnavlja, dužan je dostaviti Operatoru transportnog sustava novu Izjavu INT u skladu sa stavkom 3. i 4. ovog članka, a koja čini Prilog 2. Ugovora.

(6) Ako je Korisnik transportnog sustava dostavio aukcijsko jamstvo u obliku novčanog depozita, Operator transportnog sustava će na zahtjev Korisnika transportnog sustava koristiti predmetni novčani depozit kao sredstvo osiguranja plaćanja, pod uvjetom da Korisnik transportnog sustava raspolaže novčanim depozitom u iznosu propisanom OU.

(7) Ako je Korisnik transportnog sustava dostavio sredstvo osiguranja plaćanja u obliku novčanog depozita, po isteku Ugovora, Operator transportnog sustava će na zahtjev Korisnika transportnog sustava, prihvatiti predmetni novčani depozit kao aukcijsko jamstvo, odnosno sredstvo osiguranja plaćanja za potrebe ugovaranja standardnih kapacitetnih proizvoda na temelju novog ugovora o transportu plina na interkonekciji, pod uvjetom:

- a) da je Korisnik transportnog sustava podmirio sve obveze po ovom Ugovoru i
- b) da Korisnik transportnog sustava raspolaže novčanim depozitom u iznosu propisanom OU.

(8) Ako je Korisnik transportnog sustava uredno ispunio sve svoje obveze iz Ugovora i u vezi s Ugovorom, Operator transportnog sustava će mu na njegov zahtjev vratiti predano sredstvo osiguranja plaćanja.

(9) Zahtjev iz stavaka 6., 7. i 8. ovog članka dostavlja se u pisanom obliku, na obrascu objavljenom na internetskoj stranici Operatora transportnog sustava i čini Prilog 3. Ugovora.

Članak 4.

(1) Korisnik transportnog sustava dužan je plaćati Operatoru transportnog sustava naknadu za korištenje transportnog sustava u skladu s OU.

(2) Naknada iz stavka 1. ovog članka, obračunava se u skladu su važećom Metodologijom utvrđivanja iznosa tarifnih stavki za transport plina, Odlukom o iznosu tarifnih stavki za transport plina te u skladu s Uredbom CAM.

(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

an authorized person. The Statement INT constitutes Annex 2 to the Contract.

(4) In the Statement INT the Transmission System User shall state the type and the amount of the auction guarantee or payment security instrument that it delivers and, if needed, the amount of funds it wishes to have at its disposal per single auction platform.

(5) If the Transmission System User, in accordance with GT, submits an additional auction guarantee or payment security instrument, or replaces the above mentioned, it shall deliver to the Transmission System Operator a new Statement INT, pursuant to paragraph 3 and 4 of this Article, which constitutes Annex 2 to the Contract.

(6) If the Transmission System User has submitted a cash deposit as the auction guarantee, the Transmission System Operator shall, upon the request of the Transmission System User, use the existing cash deposit as a payment security instrument, provided that the Transmission System User has sufficient amount of cash deposit in accordance with the provisions of the GT.

(7) If the Transmission System User has submitted a cash deposit as a payment security instrument, upon the expiry of the Contract, the Transmission System Operator shall, based on the request by the Transmission System User use the existing cash deposit as an auction guarantee or a payment security instrument for the purpose of contracting standard capacity products under the new interconnection gas transmission contract, providing that:

- a) the Transmission System User has settled all its obligations under this Contract, and
- b) the Transmission System User has sufficient amount of cash deposit in accordance with the provisions of the GT.

(8) If the Transmission System User has duly settled all its obligations under this Contract and in relation to this Contract, upon its request, the Transmission System Operator shall return the submitted payment security instrument.

(9) The request form referred to in Paragraphs 6, 7 and 8 of this Article is delivered in writing, on a form available on the Transmission System Operator's web page, which constitutes Annex 3 to the Contract.

transportnog sustava ima sjedište izvan Republike Hrvatske.

(4) Operator transportnog sustava dostavlja Korisniku transportnog sustava obračun i račun iz ovog članka najkasnije do 15. dana u tekućem mjesecu za prethodni mjesec.

(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.

(6) Za svaki dan kašnjenja u plaćanju, Korisnik transportnog sustava obavezan je platiti, osim dužne glavnice i zakonsku zateznu kamatu po stopi propisanoj zakonom. Zatezna kamata počinje teći prvi dan nakon dospijanja računa. Rok za plaćanje zatezne kamate je osam dana od primitka obračuna kamate ili najkasnije do datuma navedenog na obračunu.

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 telefaksa]
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 dokumenta, kojeg će Ugovorne strane dostaviti i/ili uzajamno razmijeniti u najkraćem roku.

Article 4

(1) The Transmission System User shall pay a transmission system usage fee to the Transmission System Operator in accordance with the GT.

(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, the applicable Decision on the amount of tariff items for gas transmission and the CAM Regulation.

(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.

(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 15th day of the current month for the previous month.

(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 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 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

(3) Za potrebe komunikacije iz stavka 2. ovog članka, Ugovorne strane imenuju sljedeće kontakte:

Za Operatora transportnog sustava:

Nacionalni dispečerski centar
Telefon: +385 1 4640 604 i +385 1 6301 613
Telefaks: +385 1 4640 582
E-adresa: dispatching@plinacro.hr

Za Korisnika transportnog sustava:

[ime i prezime]
Telefon: [pozivni broj / broj telefona]
Mobitel: [pozivni broj / broj mobitela]
Telefaks: [pozivni broj / broj telefaksa]
E-adresa: [adresa elektroničke pošte]

(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.

Članak 6.

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 obveze temeljem ili u vezi ovog Ugovora, valjano ovlašteni za poduzimanje takvih radnji te da njihove radnje obvezuju Ugovornu stranu u čije ime postupaju.

Članak 7.

(1) Ugovor stupa na snagu danom potpisa obiju Ugovornih strana i vrijedi do kraja plinskog dana DD.MM.GGGG.

(2) Pojedini standardni kapacitetni proizvod ugovara se za razdoblje iz Obavijesti INT i smatra se ugovorenim danom iz Obavijesti INT.

Članak 8.

Ugovor je sastavljen je u 2 (dva) istovjetna primjerka, po jedan za svaku Ugovornu stranu.

U Zagrebu, _____

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]

(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.

(3) For the purpose of communication referred to in Paragraph 2 of this Article, the Parties shall appoint the following contacts:

For the Transmission System Operator:

National Dispatching Centre
Phone: +385 1 4640 604 and +385 1 6301 613
Fax: +385 1 4640 582
E-mail: dispatching@plinacro.hr

For the Transmission System User:

[name and surname]
Phone: [area code / phone number]
Mobile phone: [area code / mobile number]
Fax: [area code / fax number]
E-mail: [e-mail address]

(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.

Article 6

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.

Article 7

(1) This Contract shall enter into force on the date of its signing by both Parties and is valid until the end of the gas day *DD.MM.YYYY*.

(2) Each individual standard capacity product is contracted for the period indicated in the Notice INT and is considered contracted as of the date indicated in the Notice INT.

Article 8

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

Zagreb, _____

For the Transmission System Operator:

[Name and Surname]

[position]

For the Transmission System User:

[Name and Surname]

[position]

Za Operatora transportnog sustava:

[Ime i prezime]

[funkcija]

Za Korisnika transportnog sustava:

[Ime i prezime]

[funkcija]

Annex 1 to the Interconnection Gas Transmission Contract no. _____

**Notice on the allocation of transmission system capacities at the interconnection
(Notice INT)**

No. PP-T-INT-___/___

Auction date		
Transmission System User		
Balancing Group		
Telefax		
E-address		
Interconnection, direction		
Capacity category (firm or interruptible)		
Capacity category (bundled or unbundled)		
Type of standard capacity product		
Period the standard capacity product is contracted for	from:	to:
Auction ID		
Deal ID at the auction		

		Amount	Unit
1.	Contracted capacity		kWh/h (GCV 25°C/ 0°C)
			kWh/d (NCV 15°C/ 15°C)
2.	Tariff item at the entry/exit on the interconnection		kn/kWh/h (GCV 25°C/ 0°C)
			kn/kWh/d (NCV 15°C/ 15°C)
3.	Auction surcharge		kn/kWh/h (GCV 25°C/ 0°C)
			kn/kWh/d (NCV 15°C/ 15°C)

Annex 2 to the Interconnection Gas Transmission Contract no. _____¹

**STATEMENT ON THE AUCTION GUARANTEE/PAYMENT SECURITY
INSTRUMENT AT THE INTERCONNECTION
(Statement INT)**

By signing this statement, on the basis of the Contract on gas transmission at the interconnection no. _____ (hereinafter referred to as: the Contract) and in compliance with the Contract, General Terms of Use of the Transmission System and the Network Code of the Transmission System, the Transmission System User states that it has submitted and the Transmission System Operator confirms that it has received by signing this Statement²:

- a) a valid auction guarantee,
- b) a valid payment security instrument.

A valid auction guarantee / payment security instrument is delivered as follows:

<i>Type of auction guarantee/payment security instrument:</i>	<i>Mark:</i>	<i>Issue date:</i>	<i>Date of Validity</i>	<i>Amount (HRK):</i>
Bank guarantee				
Cash deposit				

The Transmission System User requests that the submitted amount of funds is allocated to each auction platform as follows:

<i>Auction platform:</i>	<i>Amount (HRK):</i>
PRISMA	
RBP	

Zagreb, _____

For the Transmission System User:

For the Transmission System Operator:

[Name and surname]
[Position]

Mirella Subotić
Director

Enclosed:

- Bank guarantee / Confirmation of the cash deposit payment

¹ To be filled by the Transmission System Operator

² Transmission System User shall circle the letter in front of one of the offered options

Annex 3 to the Interconnection Gas Transmission Contract no. _____¹

REQUEST BY THE TRANSMISSION SYSTEM USER

Based on the Interconnection Gas Transmission Contract no. _____, the Transmission System User has delivered the following to the Transmission System Operator as the auction guarantee/ payment security instrument:

<i>Type of auction guarantee/ payment security instrument:</i>	<i>Mark:</i>	<i>Issue date:</i>	<i>Validity date:</i>	<i>Amount (HRK):</i>
Bank guarantee ²				
Cash deposit				

By submitting a signed request, the Transmission System User requests from the Transmission System Operator the following³:

- a) to return the delivered bank guarantee
- b) to return the cash deposit in the amount of _____ HRK, to the business account of the Transmission System _____ (IBAN)
- c) to use the cash deposit in the amount of _____ HRK delivered to the Transmission System Operator for the purpose of an auction guarantee, as a payment security instrument
- d) to use the cash deposit in the amount of _____ HRK delivered to the Transmission System Operator based on the Interconnection Gas Transmission Contract no. _____, as the auction guarantee/ payment security instrument⁴ under⁵:
 - (1) Interconnection Gas Transmission Contract no. _____
 - (2) Gas Transmission Contract(s) no. _____
 - (3) Trading in Contracted Capacity on the Secondary Market for the gas year _____

The Transmission System User that chose option b), c) or d) and has funds assigned to both auction platforms, shall indicate the amount of funds per each individual platform the Request refers to.

Auction platform:	Amount (HRK):
PRISMA	
RBP	

¹ To be filled by the Transmission System Operator

² The Transmission System User fills in the data on one or more bank guarantees the Request refers to.

³ The Transmission System User shall circle one or more options.

⁴ To be filled out by the Transmission System User..

⁵ To be circled by the Transmission System User.

The Transmission System Operator retains the right to reject the Transmission System User's request if the conditions for the return/ change of purpose/ transfer stipulated by the Contract, General Terms and Conditions of Use of the Gas Transmission Service and the Transmission System Network code, have not been met.

Zagreb, _____

For the Transmission System User:

[Name and surname]
[position]

For the Transmission System Operator:

Mirella Subotić
Director