

**HRVATSKI OPERATOR TRŽIŠTA
ENERGIJE d.o.o.**, Ulica grada Vukovara
284, 10000 Zagreb, OIB: 75801633608,
zastupan po direktoru Borisu Abramoviću
(dalje u tekstu: **Operator tržišta plina**)

i

_____(*tvrtka*
voditelja bilančne skupine), _____
(adresa), _____ (grad), OIB:
_____, zastupan po
_____, (dalje u tekstu:
Voditelj bilančne skupine)

(Operator tržišta plina i Voditelj bilančne
skupine dalje u tekstu pojedinačno kao:
Ugovorna strana, a zajedno kao: **Ugovorne**
strane)

na temelju članka 50. točke 4. Zakona o
tržištu plina, NN 18/2018, 23/2020 (dalje u
tekstu: **Zakon**) i članka 7. stavak 1. Pravila o
organizaciji tržišta plina, NN 50/2018,
154/2022 (dalje u tekstu: **Pravila**) sklapaju
_____(*datum*):

UGOVOR O REGULIRANJU MEĐUSOBNIH ODNOSA S VODITELJEM BILANČNE SKUPINE

oznaka: VBS-_____(*tvrtka voditelja*
bilančne skupine)-_(br)/_(god)

**HRVATSKI OPERATOR TRŽIŠTA
ENERGIJE d.o.o.** (Croatian Energy Market
Operator), Ulica grada Vukovara 284, 10
000 Zagreb, OIB (VAT ID): HR75801633608,
represented by its director Boris Abramović
(hereinafter referred to as: **gas market**
operator),

and

(name of the balance responsible party),
_____(address),
_____(town), OIB (VAT ID)
_____, represented by

(hereinafter referred to as: **balance**
responsible party),

(Gas market operator and balance
responsible party hereinafter referred to
individually as **Contracting Party** or jointly
as **Contracting Parties**),

pursuant to Article 50 item 4 of the Gas
Market Act, OG 18/2018 and 23/2020
(hereinafter referred to as: Act) and Article 7
paragraph 1 of the Rules on the organization
of the gas market, OG 50/2018 and 154/2022
(hereinafter referred to as: Rules), on the date
of _____ entered into the
following

CONTRACT REGULATING MUTUAL RIGHTS AND OBLIGATIONS BETWEEN THE GAS MARKET OPERATOR AND THE BALANCE RESPONSIBLE PARTY

Contract ID: BRP _____
(name of the balance responsible party)
_____(no)/_____(yy)

Članak 1.

(1) Predmet ovog Ugovora je reguliranje međusobnih odnosa te prava i obveza između Ugovornih strana sukladno Zakonu i Pravilima, a posebno glede:

- plaćanja naknada sukladno Pravilima te plaćanja godišnje i mjesečne naknade za obavljanje poslova organiziranja tržišta plina kao javne usluge; i
- sredstva osiguranja plaćanja.

(2) Opći uvjeti ugovora o reguliranju međusobnih odnosa s voditeljem bilančne skupine (u daljnjem tekstu: OU VBS), iz Priloga I. važećih Pravila, sastavni su dio ovog Ugovora.

(3) Potpisom ovog Ugovora, Voditelj bilančne skupine potvrđuje da je upoznat sa, i da prihvaća sva prava i obveze koje ima kao voditelj bilančne skupine sukladno odredbama važećih Pravila i OU VBS, kao njihovim sastavnim dijelom, te drugim mjerodavnim propisima, i obvezuje se postupati sukladno navedenim propisima.

(4) Osim ukoliko nije izrijekom naznačeno drugačije, pojmovi korišteni u ovom Ugovoru imaju značenje kako je utvrđeno u zakonima kojima se uređuje energetski sektor, regulacija energetskih djelatnosti i tržište plina, kao i propisima donesenim na temelju tih zakona (uključujući, ali ne ograničeno na, Pravila).

Article 1.

(1) This Contract regulates the mutual rights and obligations between the Contracting Parties within the meaning of the Act and the Rules, and particularly:

- the payment of charges within the meaning of the Rules and the payment of annual and monthly fee for the discharge of the activities relating to the organization of the gas market as a service of a public interest, and
- financial safeguards.

(2) General terms and conditions of the contract regulating the mutual rights and obligations between the gas market operator and the balance responsible party (hereinafter referred to as: GTC BRP) under Appendix I of the Rules in effect are constituent part of this Contract.

(3) By signing of this Contract, the balance responsible party confirms that it understands and complies with the rights and obligations vested in it as a balance responsible party in line with the provisions of the Rules in effect and GTC BRP, as its constituent part, as well as other relevant rules and commits itself to act in compliance therewith.

(4) Unless otherwise expressly indicated, the terms used in this Contract shall have the meaning as determined in the laws regulating the energy sector, the regulation of energy activities and the gas market, as well as in the regulations adopted on the basis of these laws (including, but not limited to, the Rules).

- (5) Riječi i definirani pojmovi koji označavaju jedninu uključuju i množinu i obratno, dok se korištenje bilo kojeg roda odnosi na sve rodove.

Članak 2.

- (1) Vrste naknada, način njihovog obračuna, izdavanje računa i rokovi dospelja, koje je dužan platiti Voditelj bilančne skupine, odnosno Operator tržišta plina, regulirani su Pravilima.
- (2) Na iznos naknada obračunava se porez na dodanu vrijednost, sukladno mjerodavnim propisima.
- (3) Voditelj bilančne skupine može u roku od 8 dana od dana primitka računa uložiti prigovor na račun pisanim putem, što ga ne oslobađa od obveze plaćanja cjelokupnog iznosa osporavanog računa.
- (4) Operator tržišta plina dužan je razmotriti prigovor u suradnji s operatorom transportnog sustava u roku od 15 dana. U slučaju prihvaćanja prigovora Operator tržišta plina ispravlja i dostavlja Voditelju bilančne skupine novi obračun uz odobrenje i/ili terećenje.

Članak 3.

Voditelj bilančne skupine je obavezan dostaviti Operatoru tržišta plina sredstvo osiguranja plaćanja, te ga obnavljati i dostavljati dodatna sredstva osiguranja plaćanja sukladno odredbama OU VBS, u protivnom Operator tržišta plina ima pravo raskinuti Ugovor sukladno odredbama OU VBS.

- (5) Words and defined terms denoting the singular include the plural and vice versa, while the use of any gender refers to all genders.

Article 2.

- (1) The types of charges and fees, the method of their calculation, the issuance of the invoices and the dates on which the payments are due either by the balance responsible party or by the gas market operator shall be laid down by the Rules.
- (2) The charges and fees shall include the VAT within the meaning of the rules in force.
- (3) The balance responsible party can lodge a written complaint regarding the invoice within 8 days from the receipt of the invoice concerned. However, the complaint does not exempt the party concerned from the payment of the total amount of the contested invoice.
- (4) The gas market operator shall investigate the complaint in collaboration with the transmission system operator within 15 days. In the case that the complaint is accepted the gas market operator shall revise the invoice and submit a new invoice to the balance responsible party clearing the debt and/or requesting the settlement of payment.

Article 3.

The balance responsible party shall deliver the financial safeguards to the gas market operator, revise these safeguards and deliver additional financial safeguards in compliance with the GTC BRP. Should the balance responsible party fail to do so the gas market operator shall be empowered to

Članak 4.

- (1) Ugovorne strane su suglasne da će se izvršenje ovog Ugovora privremeno obustaviti samo u slučaju nastanka više sile definirane Zakonom o energiji, o čijem su nastanku Ugovorne strane dužne obavijestiti jedna drugu pisanim putem.
- (2) Nastavak izvršenja ovog Ugovora uslijedit će odmah po prestanku više sile iz stavka 1. ovoga članka, o čemu su Ugovorne strane dužne obavijestiti jedna drugu pisanim putem.

Članak 5.

- (1) Ugovorne strane se obvezuju da će sve podatke i informacije koje međusobno razmjenjuju koristiti isključivo u svrhu realizacije ovoga Ugovora, uz poštivanje načela povjerljivosti.
- (2) Operator tržišta plina za sve obračune iz ovoga Ugovora koristi službene podatke koje zaprima od strane operatora transportnog sustava.
- (3) Obveza čuvanja povjerljivosti podataka nastavlja se i nakon prestanka važenja ovoga Ugovora.

Članak 6.

- (1) Ugovorne strane imenuju osobe ovlaštene za komunikaciju i provedbu ovoga Ugovora.

terminate the Contract in line with the GTC BRP.

Article 4.

- (1) The Contracting Parties agree that the performance of this Contract can be temporarily suspended only in case of force majeure as defined under the Energy Act. The Contracting Parties undertake to inform each other in writing should this be the case.
- (2) The performance of this Contract shall be continued immediately after the force majeure event referred to in paragraph 1 hereof ceases. The Contracting Parties undertake to inform each other thereof in writing.

Article 5.

- (1) The Contracting parties shall use all the data and information that are exchanged between them exclusively for the purpose of the implementation of this Contract and observing the principle of confidentiality.
- (2) For the calculations under this Contract the gas market operator shall use the official data received from the transmission system operator.
- (3) The confidentiality clause continues to apply also after the expiry of the validity period of this Contract.

Article 6.

- (1) The Contracting Parties shall appoint persons in charge of communication and implementation of this Contract.

- (2) O svakoj promjeni osoba iz stavka 1. ovoga članka Ugovorne strane se obvezuju pisanim putem obavijestiti drugu ugovornu stranu.

Članak 7.

- (1) Voditelj bilančne skupine dužan je prijaviti Operatoru tržišta plina sve promjene vezane za tvrtku, sjedište i status kao sudionika na tržištu plina, najkasnije u roku od 8 dana po nastaloj promjeni.
- (2) Ugovorne strane su suglasne da će se pismena dostavljati na adresu Voditelja bilančne skupine navedenu u ovom Ugovoru. Ako dostava pismena ostane bezuspješna, pismeno će se dostaviti na adresu sjedišta Voditelja bilančne skupine upisanu u sudskom registru. Ako dostava pismena ne uspije niti na toj adresi, pismena će se staviti na oglasnu ploču Operatora tržišta plina. Smatrat će se da je dostava pismena obavljena protekom 8 dana od dana stavljanja pismena na oglasnu ploču.

Članak 8.

- (1) Ugovorne strane su ovlaštene raskinuti ovaj Ugovor sukladno odredbama OU VBS.
- (2) Ako Voditelj bilančne skupine ne izvršava obveze iz ovoga Ugovora, Operator tržišta plina će dostaviti nadležnom ministarstvu i Hrvatskoj energetskej regulatornoj agenciji pisanu obavijest o neizvršavanju obveza.

- (2) The Contracting Parties shall inform each other in writing about any change in the appointed persons referred to in paragraph 1 hereof.

Article 7.

- (1) The balance responsible party shall notify the gas market operator about any change related to the name of the company, its seat and status as a gas market participant in a time period not exceeding 8 days after the change has occurred.
- (2) The Contracting Parties agree that written communication shall be delivered to the address of the balance responsible party specified in this Contract. Should the delivery turn out unsuccessful, the writing shall be delivered to the address of the seat of the balance responsible party entered into the court register. Should the delivery of the writing still prove unsuccessful, the writing shall be placed on the notice board of the gas market operator. It shall thereupon be considered that the writing has been delivered after 8 days have lapsed after the day of the placement of the writing on the notice board.

Article 8.

- (1) Either of the Contracting Parties can terminate this Contract within the meaning of the GTC BRP.
- (2) Should the balance responsible party fail to comply with the obligations undertaken under this Contract, the gas market operator shall inform the competent ministry and the Croatian Energy Regulatory Agency in writing about the non-compliance concerned.

Članak 9.

- (1) Ugovorne strane će sve eventualne sporove koji mogu proizaći iz odredbi ovog Ugovora pokušati riješiti mirnim putem.
- (2) U slučaju da nastali spor ne uspiju riješiti na miran način, ugovorne strane su suglasne da će spor riješiti pred stvarno nadležnim sudom u Zagrebu.
- (3) Za ovaj Ugovor je mjerodavno pravo Republike Hrvatske.

Članak 10.

Ako neka od odredbi ovoga Ugovora postane nevažeća, sve ostale obveze iz Ugovora ostaju na snazi i proizvode pravne učinke.

Članak 11.

- (1) Ugovorne strane suglasne su da će međusobna prava i obveze, u mjeri u kojoj nisu uređeni ovim Ugovorom, rješavati sukladno Pravilima, uključujući OU VBS kao njihovog sastavnog dijela, i drugim propisima kojima se uređuje energetska sektor, regulacija energetskih djelatnosti i tržište plina, kao i propisima donesenim na temelju tih zakona, te propisom koji uređuje obvezne odnose.
- (2) Ako za vrijeme trajanja ovog Ugovora dođe do izmjena ili dopuna propisa iz stavka 1. ovog članka ili donošenja novih propisa koji zamjenjuju propise iz stavka 1. ovog članka, takva se izmjena propisa primjenjuje na ovaj Ugovor, ako je takve izmjene i dopune, odnosno kasnije propise i akte, sukladno njihovim

Article 9.

- (1) The Contracting Parties shall seek to settle any dispute that may arise in connection with this Contract by conciliation.
- (2) Should an amicable dispute settlement not be possible the Contracting Parties shall settle the dispute before the competent court in Zagreb that decides in the subject matter concerned.
- (3) The relevant law applicable to this Contract is the law of the Republic of Croatia.

Article 10.

If any of the provisions under this Contract becomes invalid, all other provisions under the Contract shall remain in force and produce legal effects.

Article 11.

- (1) The Contracting Parties agree, unless otherwise provided by this Contract, that they shall regulate their rights and obligations under the Contract in line with the Rules and the GTC BRP as their constituent part, and other provisions regulating the energy sector, the regulation of energy activities and the gas market, including the ancillary provisions adopted pursuant to these laws and the civil code.
- (2) Should in the period of duration of this Contract any revisions of or amendments to the rules referred to in paragraph 1 hereof take place, or should any new rules replacing the ones referred to in paragraph 1 hereof be adopted, such revisions shall apply to this Contract, where the revisions or amendments

prijelaznim i završnim odredbama dopušteno primijeniti na ovaj Ugovor. Ugovorne strane se obvezuju sklopiti dodatak ovom Ugovoru ili novi ugovor, kojim će se odredbe ovog Ugovora uskladiti s izmijenjenim odnosno novim propisima.

concerned i.e., the subsequent new provisions, in line with their transitory and final provisions, can be adequately applied to this Contract. The Contracting Parties commit themselves to conclude necessary annexes to this Contract or a new contract that would ensure the compliance of the provisions of this Contract with the revised or new rules.

Članak 12.

Article 12.

- (1) Ovaj Ugovor je sklopljen danom potpisa ovlaštenih predstavnika Ugovornih strana.
- (2) Ovaj Ugovor je sastavljen u četiri (4) istovjetna primjerka, od kojih svaka Ugovorna strana zadržava po jedan (1), a po jedan (1) primjerak se dostavlja nadležnom ministarstvu i Hrvatskoj energetske regulatornoj agenciji.
- (3) U slučaju bilo kakvih odstupanja između hrvatskog i engleskog teksta, u mjeri dopuštеноj zakonom, hrvatska verzija će prevladati.
- (4) Sve izmjene i dopune ovog Ugovora, uključujući njegovih privitaka, moraju biti sastavljene u pisanom obliku i valjano potpisane od ovlaštenih osoba obje Ugovorne strane.

- (1) This Contract shall come into force upon signature by the authorised representatives of the Contracting Parties.
- (2) This Contract has been drawn up in 4 (four) identical copies, whereby each Contracting Party receives 1 (one) copy whereas 1 (one) copy shall be delivered to the competent ministry and the Croatian Energy Regulatory Agency
- (3) In the event of any conflict between the Croatian version of the Contract and its translation into the English language, the Croatian language version of the Contract shall apply, as appropriately regulated by law.
- (4) Any revisions of or amendments to this Contract, including its attachments, shall be drawn up in writing and properly signed by the authorised representatives of both Contracting Parties.

KLASA:

Class:

URBROJ:

Reg. No.

Za Operatora tržišta plina:

Signed, for and on behalf of
the gas market operator

(potpis i pečat)

(signature and seal)

Za Vodičja bilančne skupine:

Signed, for and on behalf of
the balance responsible party:

(potpis i pečat)

(signature and seal)