

UNOFFICIAL NON-BINDING TRANSLATION

**Auction rules for purchase of energy to cover
transmission system losses in the years 2020, 2021
and 2022 via the CROPEX trading platform**

Zagreb, April 2019

Auction rules for purchase of energy to cover transmission system losses in the years 2020, 2021 and 2022

Article 1

- (1) Pursuant to Article 28, Paragraph 5 Electricity Market Act (Official Gazette no. 22/13, 102/15 and 68/18), Croatian Transmission System Operator Ltd. (hereinafter: HOPS) is obliged to purchase energy to cover transmission system losses in the electricity market.
- (2) Pursuant to Paragraph 1 above HOPS shall, in collaboration with Croatian Power Exchange Ltd. (hereinafter: CROPEX), conduct an auction for the delivery of energy to cover the transmission system losses (hereinafter: auction) using the CROPEX trading platform.
- (3) HOPS and CROPEX shall publish an invitation to the auction on their Internet pages.
- (4) Pursuant to these Rules and following the auction, HOPS shall conclude an Agreement on purchase of energy to cover transmission system losses (hereinafter: Agreement) with the accepted bidders.

Subject of the Auction

Article 2

- (1) Subject of the auction is the delivery of energy for covering transmission system losses in 2020, 2021 and 2022, which is divided into three groups as follows:
 - Group 1: energy delivery to cover transmission system losses in 2020
 - Group 2: energy delivery to cover transmission system losses in 2021
 - Group 3: energy delivery to cover transmission system losses in 2022
- (2) Bidders may bid for one or more groups from the paragraph above.

Technical specifications

Article 3

- (1) Group 1: : energy delivery to cover transmission system losses in 2020:
DELIVERY PERIOD: from 01/01/2020 at 00:00:01 hours to 31/12/2020 at 24:00:00 hours.
DELIVERY CAPACITY AND PROFILE: 5 MWh/h every day of the year, Monday – Sunday, from 00:00:01 hours to 24:00:00 hours.
- (2) Group 2: energy delivery to cover transmission system losses in 2021:
DELIVERY PERIOD: from 01/01/2021 at 00:00:01 hours to 31/12/2021 at 24:00:00 hours.
DELIVERY CAPACITY AND PROFILE: 5 MWh/h every day of the year, Monday – Sunday, from 00:00:01 hours to 24:00:00 hours.
- (3) Group 3: energy delivery to cover transmission system losses in 2022:

DELIVERY PERIOD: from 01/01/2022 at 00:00:01 hours to 31/12/2022 at 24:00:00 hours.

DELIVERY CAPACITY AND PROFILE: 5 MWh/h every day of the year, Monday – Sunday, from 00:00:01 hours to 24:00:00 hours.

- (4) All time specifications refer to CET.
- (5) Bidder may offer capacity lower than 5 MWh/h, but not lower than 1 MWh/h.
- (6) Offered capacity shall be rounded to the first whole number (1 MWh/h) and shall refer to the entire period of delivery.
- (7) Purchased energy shall be delivered to the Croatian transmission system.

Auction participants

Article 4

- (1) HOPS shall participate in the auction as a buyer responsible for covering the losses in the Croatian transmission system.

Article 5

- (1) All bidders who have an Electricity Market Participation Agreement signed with the Croatian Energy Market Operator Ltd. (HROTE) shall qualify for the auction.

Auction qualifications

Article 6

- (1) An application to qualify for the auction shall include:
 - 1. Request for bid – bidder shall send it to HOPS for inspection
 - 2. Bid security – bidders shall send it to CROPEX.
- (2) Request for bid shall include the following:
 - 1. Basic information about the bidder (Attachment 1 – Request for bid)
 - 2. Proof of meeting the requirements:
 - Excerpt from the court, craft or other corresponding register kept in the member state of its establishment, or a corresponding certificate, not older than 3 months from the date of publishing of these Rules,
 - Certificate issued by the Tax Administration or other corresponding body of a member state of its establishment, proving that the bidder has paid all accrued tax obligations for pension and health fund, not older than 30 days from the date of publishing of these Rules,In the event that a country of establishment of a business undertaking, or the state whose nationality a person holds does not issue the above mentioned documents or in the event those do not cover all the circumstances required in this paragraph, those can be replaced by a statement under oath, or, in the event that a statement under oath does not exist in the law of a given country, by a statement of the guarantor with the signature authorised by the relevant court or administrative

authority, public notary, professional or trade body in the country of the bidder's establishment or the country whose nationality a person holds.

(3) Bid security

The amount of Bid security is 7000 €/ for each MWh/h. Non-resident bidder shall supply Bid security in EUR. Resident bidders shall supply Bid security in HRK counter value by converting the value of the applicable amount from EUR into HRK according to the middle currency rate of the Croatian National Bank on the date of the bid security forfeiture.

Bid security shall be submitted by the bidder in form of a cash deposit.

Bid security in form of a cash deposit shall be paid to the CROPEX transaction account IBAN no. HR9323900011300072222 at HRVATSKA POŠTANSKA BANKA d.d. Jurišićeva 4, HR-10000 Zagreb, SWIFT/BIC: HPBZHR2X. Purpose of payment should state *Energy delivery for covering transmission system losses*.

HOPS or CROPEX is not obliged to pay interest on cash deposits.

CROPEX shall activate Bid security in the whole amount upon HOPS's request in the event the bidder does any of the following:

- a. Opts out or changes their bid during the bid validity period,
- b. Fails or refuses to sign agreement for delivery of energy to cover the transmission system losses after their bid is cleared, during the bid validity period,
- c. Does not submit a Performance Guarantee to HOPS as an insurance of payment in form of an irrevocable bank guarantee payable immediately upon first demand and without objection issued by a bank acceptable to HOPS, or pay an interest-free cash deposit, as insurance of payment of its obligations pursuant to Agreement.

In case of the activation of the of the Bid security, the Bid security will be converted from EUR into HRK according to the middle currency rate of the Croatian National Bank on the date of the Bid security activation.

Bid security shall be deposited to CROPEX at latest on date of the auction, minimum two hours before the auction begins.

CROPEX shall return the cash deposit as Bid security to the bidder's transaction account given in the Request for bid, within 2 (two) days of receiving a notification from HOPS.

HOPS shall send notification for Bid security return to all bidders to CROPEX immediately upon receipt of the performance guarantee by the accepted bidder.

(4) Each bidder shall bear all costs related to the preparation and submission of their bid, as well as submitting insurance instruments, HOPS and CROPEX shall in no case be responsible for those costs, or required to reimburse them.

(5) Requests for bid with all the required documents shall be submitted in a closed envelope by registered mail or direct delivery to the Registry office of HOPS on the following address: Hrvatski operator prijenosnog sustava d.o.o., Kupska 4, 10 000 Zagreb.

(6) In addition to the name and address of the bidder, bidders shall write the following on the envelope: *Energy delivery to cover transmission system losses* DO NOT OPEN.

(7) In the event an envelope does not contain the writing specified above, HOPS shall not be responsible for its loss.

(8) Irrespective of the delivery method, requests for bid shall be received by HOPS by 25/04/2019 at 13:00h at latest. All requests received after that deadline shall not be taken into consideration.

Article 7

(1) HOPS will conduct a control of a Request for bid immediately upon receipt and notify the contact person of the Bidder of its validity via e-mail.

(2) Bidder's objections of HOPS notice on the validity of the Bidder's Request are not allowed.

(3) In the second phase of Auction qualification, Bidders shall submit the Bid security to CROPEX pursuant to Article 6, Paragraph 3, of these Rules.

(4) All bidders meeting the application qualification requirements from the both phases of Auction qualification can participate in the auction.

Article 8

Participation in the auction is open to all bidders who had successfully completed application qualification, i.e., those whose request has been successful pursuant to Article 7 herein. After the confirmation of the successful qualification CROPEX shall send the bidders their usernames and passwords to access the trading platform.

Conducting the auction

Article 9

Bids are given via the CROPEX trading platform, which is accessed through an Internet browser with the correct username and password. Access is allowed only to those bidders who have successfully completed the application qualification, i.e., those whose request has been successful pursuant to Article 7 herein and those who have submitted the Bid security.

Article 10

Platform access testing shall be conducted on 29/04/2019 with beginning at 10:00.

Article 11

(1) Bids shall be accepted on 6/05/2019 from 12:00h to 14:00h via CROPEX trading platform.

(2) The auction shall be held simultaneously for all three groups of years of delivery.

- (3) Maximum offered capacity in MWh/h per individual group or a combination of offered capacities in MWh/h per more groups shall correspond to the paid amount of Bid security (7000 €/MWh/h). Capacity exceeding the Bid security cannot be offered.
- (4) Bidders shall submit bids separately for each group.
- (5) Bids submitted outside the prescribed timeframe shall be invalid.

Article 12

- (1) Prices shall be given in absolute amounts in EUR/MWh, rounded to two decimal places.
- (2) Prices shall include all costs incurred to the point of delivery.
- (3) All prices shall be given in EUR, VAT excluded. Stating prices in any other currency is not allowed.
- (4) Unit prices without VAT shall remain fixed for the duration of the agreement.
- (5) Bidders shall bear all costs, taxes and charges incurred in relation to the energy delivery to the point of delivery.

Article 13

By submitting a bid, the bidder accepts the attached draft Agreement on the delivery of energy to cover transmission system losses (Attachment 2).

Article 14

- (1) Bids collected properly shall be entered into a bid list. The bids shall be sorted from the lowest price per group to the highest – the bid with the lowest price per group shall be first in the list.
- (2) In the event that aggregate amount of received bids for the total quantity of MWh/h per group is lower or equal to the requested quantity of MWh/h, all bids shall be accepted at their asking prices.
- (3) In the event that the submitted bids for quantity of MWh/h per group exceed the required quantities of MWh/h, the following rules shall apply:
 - a. Bids shall be accepted according to the price from those ranking lower to those ranking higher, until the entire quantity of the requested MWh/h is fulfilled. If the last bid quantity in the bid list exceeds the remaining quantity of the requested MWh/h, then such bid shall be accepted only in the amount equal to the remaining amount of energy required.
 - b. If two (2) or more bidders have supplied valid bids with the same prices and neither of them can be fully accepted, the system shall choose the bid which arrived earlier.

Article 15

- (1) Bids shall be valid until the signing of the contract, i.e. until 01/06/2019.
- (2) Successful bidder shall sign agreement on energy delivery to cover transmission system losses with HOPS and shall submit a performance guarantee in form of an irrevocable bank guarantee payable immediately upon demand and without objection issued by a bank acceptable to HOPS or interest-free cash deposit within 7 days from the date of Agreement signing.

Article 16

CROPEX shall manage and supervise the auction and make sure it is conducted in accordance with the bidding rules.

Auction completion and publication of auction results

Article 17

- (1) Bid list shall be published by CROPEX via trading platform or delivered to the bidders via e-mail to the address provided in the Request for bid, within 2 hours from the auction completion.
- (2) Accepted bids shall be the bids with the lowest price in EUR/MWh for each individual group of delivery, until the total amount of MWh/h for each bidding group is fulfilled.
- (3) HOPS shall notify the bidders on the final decision by e-mail to the address provided in the Request to bid by 25/05/2019 at latest. Bidder shall, without delay, confirm the notification receipt by e-mail. If HOPS should not receive said confirmation or a notification of the bidder not receiving the final decision, it shall be considered that the bidder has received the notification on the final decision two (2) days after HOPS notification has been sent.

Article 18

- (1) HOPS has the right to cancel the auction without stating the reason at any time.
- (2) In the event that for any reason the auction fails or is not held (for example because the CROPEX trading platform is unavailable), HOPS and CROPEX shall publish date and time of the new auction on their Internet pages.

Exception of liability by HOPS and CROPEX

Article 19

- (1) HOPS and CROPEX shall not be responsible for any direct and/or indirect consequential loss resulting from:
 1. Bidder's inability to be present at the auction, including the inability resulting from unavailability of the CROPEX platform at any point in time
 2. Late bids
 3. Bidder's mistake in bid submission
 4. Termination, delay, annulment or declaration of the auction being unsuccessful.

- (2) Bidders shall bear all the risks, and, pursuant to article 1054 of the Civil Obligations Act, agree for HOPS or CROPEX to annul, declare unsuccessful, terminate or delay the bidding procedure for any reason and without giving a reason, including the unavailability of the CROPEX platform at any time, and in such cases shall not seek any compensation of damage which the bidder might potentially incur as a result of the above.

Applicable law, jurisdiction

Article 20

- (1) Applicable law for these Rules is the law of the Republic of Croatia.
- (2) Disputes relating to these Rules shall be resolved before the court of jurisdiction in Zagreb.
- (3) In case of a dispute arising from different interpretation of these Rules, the Croatian version of the document shall prevail.

Contractual relations

Article 21

- (1) HOPS shall sign the Agreement on the purchase of energy to cover the transmission system losses with the bidder/s who submit the best bid by 01/06/2019 at the latest.
- (2) Accepted bidder shall, within 7 days from the conclusion of the Agreement, submit to HOPS a performance guarantee, as an irrevocable, unconditional bank guarantee payable at first demand and without objection issued by a bank acceptable to HOPS or interest-free cash deposit in the amount of 50 000€ for each MWh/h of the base product for each year.
- (3) If bidder/s who submit the best bid withdraw the bid during its validity period or refuse to sign the Agreement or does/do not submit a performance guarantee in form of a bank guarantee or a paid interest-free cash deposit, HOPS may conclude the agreement with the next best bidder/s in the descending order of bids in the bid list. HOPS shall also have the right to conclude an agreement with each successive bidder in the event the bid of the next invited bidder in the list expired, and the next bidder in the bid list agrees to conclude an agreement with HOPS under the conditions set out in the bid.
- (4) Submission of a bid shall not create a contractual relation between a bidder and HOPS and HOPS reserves the right to accept or refuse any bid.

Attachments:

1. Attachment 1: Request for bid
2. Attachment 2: Agreement on purchase of energy to cover transmission system losses

REQUEST FOR BID

Buyer:

Croatian Transmission System Operator Ltd.
Kupska 4, 10000 ZAGREB

Seller:

Full name and headquarters

VAT ID: _____

EIC code: _____

Valid Electricity Market Participation Agreement number (concluded with CROATIAN ENERGY MARKET OPERATOR Ltd.):

Transaction account number (IBAN): _____

Telephone number: _____

Bidder contact number authorized for receiving Bid lists:

Name and surname: _____

Telephone number: _____

e-mail: _____

List of documents to be attached:

- Extract from the judicial record
- Certificate issued by the Tax Administration on debt status

We hereby declare:

1. That prior to the signing of this Request we are acquainted, fully agree and accept the Bidding rules for electricity delivery to cover the losses in the transmission system via CROPEX trading platform for 2020, 2021 and 2022, and that we shall execute the bid in accordance with the provisions of the said Rules.
2. That all data given herein and in the attached documents are true and correct, and that we fulfil all legally prescribed conditions for the performance of the activity, which is the subject of this auction.
3. We give consent to HOPS Ltd., when deemed necessary, to conduct inquiries with the relevant bodies and collect data from relevant institutions. Acquired data shall be used exclusively for the purposes of HOPS Ltd.

4. We agree with the content of the attached draft agreement, which we confirm by initialling it and stamping it with the official seal. Should our bid be chosen, we shall sign an identical agreement,
5. We guarantee full correctness in the said procedure, and shall completely respect the law,
6. We guarantee that there is not any forbidden practice relating to the procurement procedure concerned, which would encompass earlier actions such as: corruption or fraud, offering, giving or promising any inappropriate advantages which may influence actions of an employee,
7. We agree with the implementation of audit of the entire procurement procedure concerned by independent experts and accept responsibility and sanctions (unconditional termination of agreement) if the rules are breached,
8. Parties to the Agreement shall keep data confidential before third parties on all issues concerning the signing and the content of this Agreement and all other agreements relating to it. The following are exempt from the obligation to keep data confidential:
 - (a) Information that becomes publicly available and has not been disclosed by failing to fulfil the obligation to keep data confidential,
 - (b) Disclosing data as stipulated by law and following a request by a competent authority. In such a case a party to the Agreement disclosing data shall limit its disclosure to the level necessary to fulfil legal obligations and shall, prior to disclosure, notify the other party to the Agreement of such request as soon as possible to give it an opportunity to dispute such disclosure.

Place and date:

Name of person authorised to represent bidder:

Signature of person authorised to represent bidder:

Note:

In the event that the Request for bid is signed by bidder's authorised person who is not legally authorised to represent the Company, the bidder shall attach to the bid the power of attorney for signature which is given to the signatory by the person legally authorised for representation of the Company and stamped with the Company stamp. The power of attorney shall be printed on bidder's memorandum. If the power of attorney is not printed on the memorandum the signature of the person giving the power of attorney shall be notarized by the public notary.

HRVATSKI OPERATOR PRIJENOSNOG SUSTAVA d.o.o., Zagreb, Kupska 4, (u daljnjem tekstu: **Operator prijenosnog sustava**) kojeg zastupa predsjednik Uprave _____
PDV identifikacijski broj: HR13148821633
IBAN: HR97 2340 0091 1101 7745 1 otvoren kod Privredne banke Zagreb

(**naziv Prodavatelj**), (u daljnjem tekstu: Prodavatelj) kojeg zastupa direktor _____

EIC KOD:

PDV identifikacijski broj:

IBAN: _____ otvoren kod _____

sklopili su

UGOVOR o isporuci električne energije za pokriće gubitaka u prijenosnoj mreži br. 3-00_/2019

(u daljnjem tekstu: **Ugovor**)

PREDMET UGOVORA

Članak 1.

- (1) Predmet ovog Ugovora je isporuka električne energije za pokriće gubitaka u prijenosnoj mreži za grupu/e iz članka 2. u skladu s uvjetima iz „Pravila za provedbu nadmetanja za isporuku električne energije za pokriće gubitaka u prijenosnoj mreži putem platforme za trgovanje CROPEX-a za 2020., 2021. i 2022. godinu“.
- (2) Sastavni dio ovog Ugovora su:
- Pravila za provedbu nadmetanja za isporuku električne energije za pokriće gubitaka u prijenosnoj mreži putem platforme za trgovanje CROPEX-a za 2020., 2021. i 2022. godinu
 - Ponuda/e odabranog ponuditelja za grupu/e

CROATIAN TRANSMISSION SYSTEM OPERATOR Ltd. Zagreb, Kupska 4 (hereinafter: Transmission System Operator) represented by president of the Management Board _____
VAT ID: HR13148821633
IBAN: HR97 2340 0091 1101 7745 1 with the Privredna banka Zagreb

And

(**name Seller**), (hereinafter: seller) represented by the manager _____

EIC CODE:

VAT ID:

IBAN: _____ with the _____

conclude the following

AGREEMENT on purchase of energy to cover transmission system losses no. 3-00_/2019

(hereinafter: **Agreement**)

SUBJECT OF THE AGREEMENT

Article 1

- (1) The subject of the agreement is energy delivery for covering transmission system losses for group/s via article 2. pursuant to the *Auction rules for purchase of energy to cover transmission system losses in the years 2020, 2021 and 2022 via the CROPEX trading platform.*
- (2) This agreement includes:
- Auction rules for purchase of energy to cover the transmission losses in the years 2020, 2021 and 2022 via the CROPEX trading platform
 - Accepted Bid/s for group/s
 - Request for bid

- Zahtjev za sudjelovanje na nadmetanju za isporuku električne energije za pokriće gubitaka u prijenosnoj mreži
 - Jamstvo za uredno ispunjenje ugovora
- (3) Mjesto isporuke/preuzimanja električne energije je prijenosna mreža Hrvatskog operatora prijenosnog sustava d.o.o.

TEHNIČKE SPECIFIKACIJE

Članak 2.

Prema grupama:

- (1) Grupa 1: isporuka električne energije za pokriće gubitaka u prijenosnoj mreži u 2020. godini:

RAZDOBLJE ISPORUKE: od
01.01.2020. u 00:00:01 sati do
31.12.2020. godine u 24:00:00 sati.

SNAGA I PROFIL ISPORUKE: X MWh/h
svaki dan u godini, ponedjeljak - nedjelja,
od 00:00:01 sati do 24:00:00 sati.

- (2) Grupa 2: isporuka električne energije za pokriće gubitaka u prijenosnoj mreži u 2021. godini:

RAZDOBLJE ISPORUKE: od
01.01.2021. u 00:00:01 sati do
31.12.2021. godine u 24:00:00 sati.

SNAGA I PROFIL ISPORUKE: X MWh/h
svaki dan u godini, ponedjeljak - nedjelja,
od 00:00:01 sati do 24:00:00 sati.

- (3) Grupa 3: isporuka električne energije za pokriće gubitaka u prijenosnoj mreži u 2022. godini:

RAZDOBLJE ISPORUKE: od
01.01.2022. u 00:00:01 sati do
31.12.2022. godine u 24:00:00 sati.

SNAGA I PROFIL ISPORUKE: X MWh/h
svaki dan u godini, ponedjeljak - nedjelja,
od 00:00:01 sati do 24:00:00 sati.

- Performance guarantee
- (3) Purchased energy shall be delivered to the Croatian transmission system

TECHNICAL SPECIFICATIONS

Article 2

Per group:

- (1) Group 1: energy delivery to cover transmission system losses in 2020:

DELIVERY PERIOD: from 01/01/2020 at
00:00:01 hours to 31/12/2020 at 24:00:00
hours.

DELIVERY CAPACITY AND PROFILE: X
MWh/h every day of the year, Monday –
Sunday, from 00:00:01 hours to 24:00:00
hours.

- (2) Group 2: energy delivery to cover transmission system losses in 2021:

DELIVERY PERIOD: from 01/01/2021 at
00:00:01 hours to 31/12/2021 at 24:00:00
hours.

DELIVERY CAPACITY AND PROFILE: x
MWh/h every day of the year, Monday –
Sunday, from 00:00:01 hours to 24:00:00
hours.

- (3) Group 3: energy delivery to cover transmission system losses in 2022:

DELIVERY PERIOD: from 01/01/2022 at
00:00:01 hours to 31/12/2022 at 24:00:00
hours.

DELIVERY CAPACITY AND PROFILE: X
MWh/h every day of the year, Monday –
Sunday, from 00:00:01 hours to 24:00:00
hours.

UGOVORENE KOLIČINE ENERGIJE I CIJENE

Članak 3.

Prema grupama:

- (1) Za grupu 1: Jedinična cijena za energiju iz članka 2. od _____ MWh iznosi _____ €/MWh (slovima: _____ po MWh), dok ukupna cijena za ukupnu količinu energije iz članka 2. za ovu grupu iznosi _____ € (slovima: _____) za period cijele 2020. godine i uključuje sve pripadajuće troškove.
- (2) Za grupu 2: Jedinična cijena za energiju iz članka 2. od _____ MWh iznosi _____ €/MWh (slovima: _____ po MWh), dok ukupna cijena za ukupnu količinu energije iz članka 2. za ovu grupu iznosi _____ € (slovima: _____) za period cijele 2021. godine i uključuje sve pripadajuće troškove.
- (3) Za grupu 3: Jedinična cijena za energiju iz članka 2. od _____ MWh iznosi _____ €/MWh (slovima: _____ po MWh), dok ukupna cijena za ukupnu količinu energije iz članka 2. za ovu grupu iznosi _____ € (slovima: _____) za period cijele 2022. godine i uključuje sve pripadajuće troškove.
- (4) Preuzetu električnu energiju Kupac će platiti na osnovi računa mjesečno.
- (5) Cijene su izražene bez PDV-a koji se obračunava u skladu s važećim zakonskim odredbama.
- (6) Jedinična cijena je nepromjenjiva i iznosi onoliko koliko je određeno za svaku pojedinačnu grupu (godinu).

Primjena/broj pojedinih stavaka iz članka 2. i 3. ovisit će o broju grupa/broju ponuda za koje se sklapa ugovor.

CONTRACTED QUANTITIES AND PRICES

Article 3

Per group:

- (1) For group 1: Unit price for energy referred to in article 2 above of the capacity of _____ MWh equals _____ €/MWh (in words: _____ per MWh), while the total price for the total energy quantity referred to in article 2 above equals _____ € (in words: _____) for the entire 2020, including all associated costs.
- (2) For group 2: Unit price for energy referred to in article 2 above of the capacity of _____ MWh equals _____ €/MWh (in words: _____ per MWh), while the total price for the total energy quantity referred to in article 2 above equals _____ € (in words: _____) for the entire 2021, including all associated costs.
- (3) For group 3: Unit price for energy referred to in article 2 above of the capacity of _____ MWh equals _____ €/MWh (in words: _____ per MWh), while the total price for the total energy quantity referred to in article 2 above equals _____ € (in words: _____) for the entire 2022, including all associated costs.
- (4) Buyer shall pay for the acquired energy upon monthly invoices.
- (5) Prices do not include VAT which is calculated according to the relevant legal provisions.
- (6) Unit price is fixed and it equals the amount given for each individual group (year).

Application/number of individual paragraphs from articles 2 and 3 shall depend on the number of groups/number of the Bids for which the agreement is signed/concluded.

UGOVORNE OBVEZE

Članak 4.

- (1) Prodavatelj:
- (a) će isporučiti električnu energiju, te ispuniti sve obveze, koje su navedene u odredbama ovog Ugovora,
 - (b) snosi sve troškove, poreze i sva druga davanja nastala u vezi s isporukom električne energije za pokriće gubitaka do mjesta isporuke,
 - (c) je odgovoran za prijavu tržišnih transakcija za isporuku električne energije za pokriće gubitka u prijenosnoj mreži u skladu s Pravilima djelovanja tržišta električne energije.
- (2) Kupac:
- (a) će preuzimati i plaćati električnu energiju koju isporuči Prodavatelj sukladno članku 2. ovog Ugovora tijekom trajanja Ugovora po ugovornoj cijeni kako je navedeno u članku 3. ovog Ugovora.

FAKTURIRANJE I PLAĆANJE

Članak 5.

- (1) Prodavatelj će, najkasnije do 2. (drugog) radnog dana mjeseca koji slijedi nakon isteka kalendarskog mjeseca tijekom kojeg je isporučena električna energija za pokriće gubitaka, izdati račun Kupcu u kojem je naznačena ukupna isporučena količina energije u skladu s člancima 2. i 3. ovog Ugovora. Prodavatelj koji je registriran u Hrvatskoj izdaje račun u HRK zaokruženo na dva decimalna mjesta, s primjenom srednjeg tečaja HNB-a na zadnji dan obračunskog razdoblja. Prodavatelj koji nije registriran u Hrvatskoj izdaje račun u EUR.

CONTRACTUAL OBLIGATIONS

Article 4

- (1) Seller:
- (a) Shall deliver energy, and fulfil all obligations given in this Agreement,
 - (b) Shall bear all costs, taxes and all other charges accrued in relation to the delivery of energy for covering the losses up to the delivery point,
 - (c) Shall be responsible for registering market transactions for energy delivery for covering transmission system losses pursuant to the Electricity Market Rules.
- (2) Buyer:
- (a) Shall accept and pay for energy delivered by the Seller pursuant to Article 2 herein for the duration of the Agreement according to the contracted prices given in Article 3 above.

INVOICING AND PAYMENT

Article 5

- (1) Seller shall, at latest by the 2nd (second) business day of the month following the calendar month in which the energy to cover transmission system losses was delivered, issue an invoice for the Buyer stating total energy quantity delivered pursuant to Articles 2 and 3 herein. The Seller registered in Croatia shall issue an invoice in Croatian kunas (HRK) rounded to two decimal places, applying the mean rate of the Croatian National Bank on the date of the last day of accounting period. The seller not registered in Croatia shall issue an invoice in EUR.
- (2) The Seller shall send the invoice referred to

(2) Prodavatelj će račun iz stavka 1. ovog članka dostaviti Kupcu odmah po izdavanju na adresu elektroničke pošte: *backoffice@hops.hr*, a izvornik računa će poslati poštom na adresu iz zaglavlja ovog Ugovora.

(3) Rok plaćanja računa je 20-ti dan od dana zaprimanja izvornika računa. U slučaju da račun dopijeva na neradni dan, plaćanje će se izvršiti prvi slijedeći radni dan.

Za plaćanja izvršena nakon roka dopijeca obračunat će se ugovorna stopa zatezne kamate od 6% godišnje.

(4) Ugovorne strane su suglasne da vjerovnik ne može prenositi, ustupati, upućivati ili prodati svoju tražbinu i prava proistekla iz te tražbine trećoj osobi (novom vjerovniku) bez prethodne pisane suglasnosti druge ugovorne strane.

ROK **Članak 6.**

Ugovorne strane se suglasno obvezuju da će ugovorne obveze izvršavati neprekidno za razdoblje od 1. siječnja 20__ godine do 31. prosinca 20__ godine, a sve prema uvjetima iz ovog Ugovora.

JAMSTVO ZA UREDNO ISPUNJENJE **UGOVORA**

Članak 7.

(1) Najkasnije u roku od 7 dana od dana obostranog potpisa Ugovora, Prodavatelj će Kupcu dostaviti jamstvo za uredno ispunjenje ugovora u obliku:

- bankarske garancije u izvorniku, bezuvjetne, neopozive i plative „na prvi poziv“ i „bez

in Paragraph 1 above to the Buyer immediately following its issuance to the following e-mail address: [*backoffice@hops.hr*](mailto:backoffice@hops.hr), while the invoice original shall be sent by the regular mail to the address given in the header of this Agreement.

(3) Payment deadline is the 20th day following the reception of the original invoice. In the event that the invoice falls due on a non-business day, the payment shall be made on the first consecutive business day.

For payments made after the deadline contractual interest rate of 6% per annum shall be charged.

(4) Parties agree that a creditor cannot transfer, cede, refer or sell his claim and the rights resulting from the claim to a third party (new creditor) without prior written consent of the other party.

DEADLINE **Article 6**

Parties undertake to perform contractual obligations continually for the period of 1 January 20__ to 31 December 20__, pursuant to the conditions outlined herein.

PERFORMANCE GUARANTEE

Article 7

(1) At latest within 7 days from the signing of the Agreement by both Parties, the Seller shall send a performance guarantee to the Buyer. It shall be in form of:

- unconditional, irrevocable bank guarantee, payable upon first demand and without

prigovora“, izdane od prvoklasne banke sa sjedištem u Republici Hrvatskoj prihvatljive za Kupca na iznos od 50 000€, za svaki MWh/h baznog produkta za navedenu godinu, plative u kunsjoj protuvrijednosti po srednjem tečaju Hrvatske narodne banke na dan plaćanja. Rok važenja bankarske garancije je najkasnije od 01.01.20__ do 31.12.20__ godine.

- (2) U slučaju da Prodavatelj ne isporuči ugovorenu količinu električne energije u skladu sa svojim obvezama iz ovog Ugovora, Kupac će aktivirati bankarsku garanciju u punom iznosu i bez slanja prethodne obavijesti o tome i od Prodavatelja zatražiti da u roku od osam dana od slanja zahtjeva dostavi novu istovjetnu bankarsku garanciju. U slučaju propusta prodavatelja da dostavi kupcu novu bankarsku garanciju u zadanom roku Kupac ima pravo jednostrano raskinuti ovaj Ugovor.

U slučaju odabira opcije uplate beskamatnog novčanog pologa umjesto dostave bankarske garancije primijenit će se sljedeći tekst članka 7.:

- (1) Najkasnije u roku od 7 dana od dana obostranog potpisa Ugovora, Prodavatelj će Kupcu kao jamstvo za uredno ispunjenje ugovora na transakcijski račun (IBAN) Kupca br. 97 2340 0091 1101 7745 1 uplatiti beskamatni novčani polog u iznosu od 50 000€, za svaki MWh/h baznog produkta za navedenu godinu. U slučaju da Prodavatelj ne isporuči ugovorenu količinu električne energije u skladu sa svojim obvezama iz ovog Ugovora, Kupac će se naplatiti iz novčanog pologa u punom iznosu bez slanja prethodne obavijesti o tome i od Prodavatelja zatražiti da u roku od osam dana od slanja

objection, issued by a first-class bank with headquarters in the Republic of Croatia acceptable to HOPS to the amount of 50 000€, for each MWh/h of the base product for the given year, payable in HRK according to the medium exchange rate of the Croatian National Bank (CNB) on the date of the payment. The validity period of bank guarantee is from 01/01/20__ to 31/12/20__ at latest.

- (2) If the Seller does not deliver contracted energy quantity pursuant to this Agreement, the Buyer shall activate bank guarantee in full amount without sending prior notice of such action, and shall require from the Seller to send a new, identical bank guarantee within eight days from the sending of the request. If the Seller does not send the Buyer a new bank guarantee by the above mentioned deadline, the Buyer shall terminate this Agreement.

If payment of interest-free cash deposit is chosen instead of submission of a bank guarantee the following text from Article 7 applies:

- (1) At latest within 7 days from the signing of the Agreement by both parties, the Seller shall, as a performance guarantee, transfer to the Buyer's transaction account number (IBAN) HR97 2340 0091 1101 7745 1 an interest-free cash deposit in the amount of 50 000€, in HRK, for each MWh/h of the base product for the given year. If the Seller does not deliver contracted energy quantity pursuant to this Agreement, the Buyer shall activate cash deposit in full amount without sending prior notice of such action, and shall require from the Seller to transfer a new, identical cash deposit within eight days from the sending of

zahtjeva uplati novi beskamatni novčani polog u istom iznosu. Prilikom naplate novčanog pologa isti će se preračunati u HRK po srednjem tečaju HNB na dan naplate novčanog pologa. U slučaju propusta Prodavatelja da uplati Kupcu novi beskamatni novčani polog u zadanom roku Kupac ima pravo jednostrano raskinuti ovaj Ugovor.

NEISPUNJENJE UGOVORA

Članak 8.

- (1) U slučaju da bilo koja Ugovorna strana ne ispunjava svoje obveze po ovom Ugovoru druga strana ima pravo zatražiti ugovornu kaznu za neisporučivanje odnosno nepreuzimanje električne energije.
- (2) Ugovorna kazna iz stavka 1 ovog članka znači slijedeće:
 - (a) Ako Prodavatelj ne isporuči električnu energiju (osim u slučaju Više sile) sukladno ugovorenim obvezama Prodavatelj će platiti Kupcu pozitivnu razliku između komercijalno prihvatljive alternativne kupovne cijene za neisporučenu električnu energiju pomnožene s količinom neisporučene energije.
 - (b) Ako Kupac ne preuzme električnu energiju (osim u slučaju Više sile) sukladno ugovornim obvezama Kupac će platiti Prodavatelju pozitivnu razliku između komercijalno prihvatljive alternativne prodajne cijene za neisporučenu električnu energiju i ugovorene cijene pomnožene s količinom neisporučene energije.

the request. When collecting the cash deposit, the amount will be converted into HRK at the CNB medium exchange rate on the day of the payment of the cash deposit.

If the Seller does not send the Buyer a new cash deposit by the above-mentioned deadline, the Buyer shall terminate this Agreement.

NON-PERFORMANCE OF THE AGREEMENT

Article 8

- (1) If a Party to the Agreement does not perform its obligations pursuant to this Agreement, the other Party shall have the right to request a penalty for failure to deliver or accept the energy.
- (2) Penalty referred to in Paragraph 1 above shall mean the following:
 - (a) If the Seller does not deliver energy (Force Majeure excepting) pursuant to this Agreement the Seller shall pay to the Buyer positive difference between the commercially acceptable alternative purchase price for energy not delivered multiplied by the quantity of energy not delivered.
 - (b) If the Buyer does not accept energy (Force Majeure excepting) pursuant to this Agreement the Buyer shall pay to the Seller positive difference between the commercially acceptable alternative purchase price for energy not accepted and contracted price multiplied by the quantity of energy not accepted.

NEISPUNJAVANJE OBVEZA USLIJED VIŠE SILE

Članak 9.

- (1) Pod Višom silom, u smislu ovog Ugovora, podrazumijevaju se svi događaji i okolnosti koji, da su i mogli biti predviđeni, ne bi mogli biti spriječeni i na koje se ne može utjecati, umanjiti ih, otkloniti ih ili ukinuti njihovo djelovanje, kao i drugi događaji i okolnosti u skladu s Zakonom o energiji.
- (2) U slučaju da se Prodavateljeve obveze isporuke obustavljaju zbog Više sile, obveze Kupca za preuzimanje i plaćanje vezano za tu isporuku bit će također obustavljene. U slučaju da se Kupčeve obveze preuzimanja obustavljaju zbog Više sile, Prodavateljeve obveze relevantne isporuke također će se obustaviti.

RJEŠAVANJE SPOROVA

Članak 10.

- (1) Ugovorne strane će nastojati dogovorno riješiti eventualne sporove koji nastanu temeljem ili u vezi ovog Ugovora.
- (2) Svi sporovi iz ovog Ugovora ili u svezi s njim, uključujući i sporove koji se odnose na pitanja njegovog valjanog nastanka, povrede ili prestanka, kao i na pravne učinke koji iz toga proistječu, riješit će se pred stvarno nadležnim sudom u Zagrebu.
- (3) Za ovaj Ugovor mjerodavno je hrvatsko pravo te se ugovor tumači i proizvodi pravne učinke u skladu s hrvatskim pravom.

NON-PERFORMANCE DUE TO FORCE MAJEURE

Article 9

- (1) Force Majeure, for the purposes of this Agreement, includes all events and circumstances which, should they have been foreseen, could not have been prevented or influenced, mitigated, eliminated or its effect abolished, as well as other events and circumstances set out in Energy Act.
- (2) If the Seller's delivery obligations are suspended due to Force Majeure, Buyer's acceptance obligations relating to the specific delivery shall also be suspended. If the Buyer's acceptance obligations are suspended due to Force Majeure, Seller's obligations for the relevant delivery shall also be suspended.

DISPUTE RESOLUTION

Article 10

- (1) Parties to the Agreement shall attempt to solve potential disputes arising from this or in relation to this Agreement amicably.
- (2) All disputes arising from this Agreement, including disputes related to issues of the valid creation, violation or expiry of the agreement, as well as the legal effects arising from the aforementioned, shall be resolved before a court having the subject matter jurisdiction in Zagreb.
- (3) Croatian legislation will be the governing law for this Agreement, and the Agreement shall be interpreted and have legal effects pursuant to the Croatian law.

POVJERLJIVOST

Članak 11.

(1) Ugovorne strane se obvezuju na tajnost podataka u odnosu na treće strane vezano za sva pitanja koja se tiču potpisivanja i sadržaja ovog Ugovora i svih drugih sporazuma vezanih za njega. Ova obveza tajnosti podataka ima slijedeće izuzetke:

- (a) informacije koje postanu dostupne javnosti, a nisu otkrivene neispunjenjem obveze povjerljivosti,
- (b) otkrivanje podataka na temelju zakona sukladno zahtjevu nadležnog tijela. U tom slučaju će Ugovorna strana koja otkriva podatke ograničiti njihovo odavanje do one mjere koja je potrebna da bi se ispunile zakonske obveze i unaprijed će izvijestiti drugu stranu što je moguće ranije kako bi joj dala mogućnost da ospori odavanje tajne.

VODITELJ REALIZACIJE UGOVORA OD STRANE KUPCA

Članak 12.

Kupac imenuje _____ kao osobu zaduženu za tehničku implementaciju ovog Ugovora, odnosno osobu koja će koordinirati svakodnevne aktivnosti u ime Kupca, a sve u koordinaciji sa zaduženom osobom Prodavatelja iz članka 13. ovog Ugovora.

CONFIDENTIALITY

Article 11

(1) Parties to the Agreement shall keep data confidential before third parties on all issues concerning the signing and the content of this Agreement and all other agreements relating to it. The following are exempt from the obligation to keep data confidential:

- (a) information which becomes publicly available, and has not been disclosed by failing to fulfil the obligation to keep data confidential,
- (b) disclosing data as stipulated by law and following a request by a competent authority. In such a case a party to the Agreement disclosing data shall limit its disclosure to the level necessary to fulfil legal obligations and shall, prior to disclosure, notify the other party to the Agreement of such request as soon as possible to give it an opportunity to dispute such disclosure.

HEAD OF AGREEMENT IMPLEMENTATION

Article 12

The Buyer shall name _____ a person in charge of the technical implementation of this Agreement, that is, a person who shall coordinate daily activities on behalf of the Buyer, in coordination with the appointed person of the Seller as provided for in Article 13 below.

**NADZOR I VOĐENJE REALIZACIJE
UGOVORA OD STRANE PRODAVATELJA**

Članak 13.

Prodavatelj imenuje _____ kao osobu zaduženu za tehničku implementaciju ovog Ugovora, odnosno osobe koje će koordinirati svakodnevne aktivnosti u ime Prodavatelja, a sve u koordinaciji sa zaduženom osobom Kupca iz članka 12. ovog Ugovora.

IZMJENE I DOPUNE UGOVORA

Članak 14.

- (1) Sve izmjene i dopune ovog Ugovora moraju biti u pisanom obliku, sačinjene i sklopljene između ugovornih strana u formi Dodatka ovom Ugovoru.
- (2) Ako pojedine odredbe ovog Ugovora budu ili postanu zakonski nevažeće to neće utjecati na punovažnost ostalih odredbi ovog Ugovora. Ugovorne strane će zamijeniti nevažeću odredbu važećom koja ima najbližnje značenje u ekonomskom smislu. Isto će se primijeniti ako odredba nenamjerno bude izostavljena iz Ugovora.

STUPANJE UGOVORA NA SNAGU

Članak 15.

- (1) Ovaj Ugovor stupa na snagu potpisom ovlaštenih predstavnika Ugovornih strana.
- (2) Ukoliko se datumi potpisa ovlaštenih predstavnika Ugovornih strana razlikuju, ovaj Ugovor stupa na snagu datumom kasnijeg potpisa.

**SUPERVISION AND AGREEMENT
IMPLEMENTATION CONTROL BY THE
SELLER**

Article 13

The Seller shall name _____ a person in charge of the technical implementation of this Agreement, that is, a person who shall coordinate daily activities on behalf of the Seller, in coordination with the appointed person of the Buyer as provided for in Article 12 above.

AMENDMENTS TO THE AGREEMENT

Article 14

- (1) All amendments to this Agreement shall be in written form, and shall be made and concluded between the parties to the Agreement as an Appendix to this Agreement.
- (2) If individual provisions of this Agreement are or become invalid, the effectiveness of other provisions of the Agreement shall not be affected. The Parties undertake to replace the invalid provision by a valid one which achieves the economic result as similar as possible to that of the invalid provision. The same shall be done should a necessary individual provision be unintentionally left out of the Agreement.

COMING INTO FORCE

Article 15

- (1) This Agreement comes into force upon signing by authorised representatives of the Parties.
- (2) If the dates of signatures of authorised representatives of the Parties are not the same, the Agreement shall come into force on the date of the later signature.

ZAVRŠNE ODREDBA

Članak 16.

(1) Ovaj Ugovor sastavljen je u 5 (pet) istovjetnih primjeraka, od kojih Kupac zadržava 3 (tri) primjerka, a Prodavatelj zadržava 2 (dva) primjerka

(2) U slučaju nesuglasja između sadržaja na hrvatskom i sadržaja na engleskom jeziku mjerodavan je sadržaj na hrvatskom jeziku.

U Zagrebu, _____

U ime i za račun KUPCA:

On behalf of BUYER:

FINAL PROVISIONS

Article 16

(1) This Agreement was made in 5 (five) identical copies, of which the Buyer shall keep 3 (three) and the Seller shall keep 2 (two) copies.

(2) In case of contradiction between Croatian and English version, Croatian version shall prevail.

In _____, _____, _____.

U ime i za račun PRODAVATELJA:

On behalf of the SELLER
