

Hrvatski operator prijenosnog sustava d.o.o.,
Zagreb, Kupska 4, **kojeg zastupa predsjednik**
Uprave Mario Gudelj, dipl.ing.el.

PDV identifikacijski broj: HR13148821633,
IBAN: HR97 2340 0091 1101 7745 1 otvoren
kod Privredne banke Zagreb
(u daljnjem tekstu: HOPS)

i

[•], [•],[•], (tržišni sudionik koji s Hrvatskim
operatorom tržišta energije d.o.o. (HROTE) ima
sklopljen ugovor o sudjelovanju na tržištu
električne energije)

kojeg zastupa

EIC CODE: [•]

PDV identifikacijski broj: [•]

IBAN: [•] otvoren kod [•]

(u daljnjem tekstu: Pružatelj usluge)

sklopili su

UGOVOR O PRUŽANJU USLUGE URAVNOTEŽENJA

br. [•]

Članak 1. PREDMET UGOVORA

- (1) Predmet ugovora o pružanju usluge uravnoteženja (u daljnjem tekstu: Ugovor) je kupoprodaja električne energije između HOPS-a i Pružatelja usluge za potrebe uravnoteženja elektroenergetskog sustava (u daljnjem tekstu: EES).
- (2) Kupoprodaja električne energije za potrebe uravnoteženja EES-a za dan preuzimanja/ispоруke (D) odvija se u danu koji prethodi danu preuzimanja/ispоруke električne energije (D-1) i/ili u danu preuzimanja/ispоруke (D).
- (3) HOPS i Pružatelj usluge se obvezuju da će u danu preuzimanja/ispоруke provesti dogovorenu kupnju/prodaju električne energije u skladu s potpisanom Potvrdom o kupoprodaji električne energije za potrebe uravnoteženja EES-a te u skladu s

Hrvatski operator prijenosnog sustava d.o.o.,
(Croatian Transmission System Operator Ltd.)
Zagreb, Kupska 4, **represented by president**
of the Management Board Mario Gudelj
M.eng

VAT ID: HR13148821633,

IBAN: HR97 2340 0091 1101 7745 1 with the
Privredna banka Zagreb
(hereinafter HOPS)

And

[•], [•],[•], (market participant with a signed
agreement with the Croatian Electricity
Market Operator Ltd. (HROTE) enabling
participation in the electricity market)
represented by

EIC CODE: [•]

VAT ID: [•]

IBAN: [•] with the [•]

(hereinafter: Service provider)

conclude the following

BALANCING SERVICE AGREEMENT

no. [•]

Article 1 SUBJECT MATTER OF THE AGREEMENT

- (1) Subject matter of this Balancing Service Agreement (hereinafter: Agreement) shall be purchase and sales of electricity between HOPS and the Service provider required for electricity system (hereinafter ES) balancing.
- (2) Purchase and sales of electricity required for ES balancing for a takeover/delivery date (D) shall be conducted on the date preceding the electricity takeover/delivery date (D-1) and/or on the takeover/delivery date (D).
- (3) On takeover/delivery date HOPS and the Service provider shall conduct the aforementioned purchase/sale of electricity as provided for in the signed Certificate of Purchase and Sales of Electricity Required for ES Balancing and

procedurama i vremenskim rokovima u postupku nadmetanja za kupoprodaju električne energije za potrebe uravnoteženja EES-a.

- (4) Mjesto predaje/preuzimanja električne energije je prijenosna mreža HOPS-a.
- (5) Obrazac Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a nalazi se u Prilogu 1. ovog Ugovora.
- (6) Procedure i vremenski rokovi u postupku nadmetanja za kupoprodaju električne energije za potrebe uravnoteženja EES-a navedeni su u Prilogu 2. ovog Ugovora.

Članak 2. KOLIČINE I CIJENE

- (1) U slučaju kada u elektroenergetskom sustavu (EES-u) nastupi potreba za kupnjom ili prodajom električne energije za potrebe uravnoteženja EES-a, HOPS dostavlja Pružatelju usluge upit s podacima o traženoj/nuđenoj količini električne energije za potrebe uravnoteženja EES-a po satima za dan isporuke/preuzimanja te vremenski rok za dostavu ponude Pružatelja usluge. Upit se dostavlja elektroničkom poštom u obliku obrasca Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a i sukladno Prilogu 2. ovog Ugovora.
- (2) Ako je Pružatelj usluge zainteresiran za kupnju/prodaju električne energije, svoju će ponudu tj. jediničnu cijenu za tražene/nuđene količine električne energije (EUR/MWh) dostaviti elektroničkom poštom putem popunjenog i potpisanog obrasca Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a u roku za dostavu ponude. Pružatelj usluge dužan je cijene u ponudi iskazati zaokružene na dva decimalna mjesta i bez PDV-a. Ponuda koju dostavlja Pružatelj usluge mora u cijelosti odgovarati traženoj/nuđenoj količini električne energije.
- (3) Razdoblje isporuke/preuzimanja će biti naznačeno u obrascu Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a.

in the procedures and deadlines stipulated in the bidding procedure for the purchase and sales of electricity required for ES balancing.

- (4) Electricity delivery/takeover point shall be HOPS transmission network.
- (5) The form for the Certificate of Purchase and Sales of Electricity Required for ES Balancing is given in Appendix 1 to this Agreement.
- (6) Procedures and deadlines in the bidding procedure for purchase and sales of electricity required for ES balancing are given in Appendix 2 to this Agreement.

Article 2 QUANTITIES AND PRICES

- (1) When the electricity system requires purchase or sales of electricity required for ES balancing, HOPS shall send a notice to the Service provider containing data on the requested/offered quantity of electricity required for ES balancing per hour for a takeover/delivery date and the deadline for the submission of the bid by the Service provider. The notice shall be sent by electronic mail and shall be a filled out Certificate of Purchase and Sales of Electricity Required for ES Balancing, and as stipulated in Appendix 2 herein.
- (2) A Service provider interested in electricity purchase/sales shall send its bid, that is, unit price for the requested/offered electricity quantities (EUR/MWh), by e-mail which shall be a filled out and signed Certificate of Purchase and Sales of Electricity Required for ES Balancing by the deadline for bid submission. The prices given by the Service provider in the bid shall be rounded to two decimal spaces, VAT excluded. The bid submitted by the Service provider shall fully correspond to the requested/offered electricity quantity.
- (3) Takeover/delivery period shall be given in the Certificate of Purchase and Sales of Electricity required for ES Balancing.

Članak 3.
KUPNJA/PRODAJA ELEKTRIČNE ENERGIJE

- (1) Ako Pružatelj usluge dostavi ponudu za kupnju/prodaju električne energije, HOPS će odlučiti o prihvaćanju ponude temeljem najniže ponuđene cijene uz uvjet zadovoljenja kriterija sigurnosti pogona EES-a u skladu s Mrežnim pravilima. Prilikom odabira najpovoljnije ponude HOPS uzima u obzir cijenu regulacijske energije tercijarne regulacije za uravnoteženje u pozitivnom smjeru u slučaju kada kupuje električnu energiju za potrebe uravnoteženja EES-a, odnosno cijenu regulacijske energije tercijarne regulacije za uravnoteženje u negativnom smjeru u slučaju kada prodaje električnu energiju za potrebe uravnoteženja EES-a.
- (2) Ako HOPS prihvati ponudu Pružatelja usluge, o tome će obavijestiti Pružatelja usluge elektroničkom poštom i telefonskim pozivom te dostaviti Pružatelju usluge u ime HOPS-a potpisani obrazac Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a.
- (3) Po primitku potpisanog obrasca Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a Pružatelj usluge, odnosno voditelj bilančne grupe koje je Pružatelj usluge član, dužan je dostaviti ugovorni raspored te izmijenjeni plan proizvodnje električne energije po proizvodnim jedinicama i/ili plan isporuke električne energije sumarno za krajnje kupce, u slučaju kada će zbog dogovorene kupoprodaje električne energije za potrebe uravnoteženja EES-a doći do promjene istih, u skladu s Pravilima organiziranja tržišta električne energije te isporučiti, odnosno preuzeti ugovorenu količinu električne energije.
- (4) U slučaju kada Pružatelj usluge električnu energiju za potrebe uravnoteženja ESS-a, koju prodaje HOPS-u ili kupuje od HOPS-a, uvozi iz ili izvozi u susjedna regulacijska područja, ugovorna obveza u skladu sa stavkom 3. ovog članka smatra se ispunjenom ako je transakcija uvoza ili izvoza u ugovornom rasporedu koji je dostavio Pružatelj usluge usuglašena sa susjednim operatorom prijenosnog sustava

Article 3
ELECTRICITY PURCHASE/SALES

- (1) Following the Service provider's submission of a bid for electricity purchase/sales, HOPS shall make a decision whether or not to accept it according to the lowest price method, provided that the safety of ES operation be met pursuant to the Grid Code. When choosing the best bid HOPS shall take into account the price of control energy for tertiary frequency control in the positive direction when purchasing electricity required for ES balancing, and the price of control energy for tertiary frequency control in the negative direction when selling electricity required for ES balancing.
- (2) Upon acceptance of the Service provider's bid, HOPS shall notify the Service provider by electronic mail and a telephone call thereof, and shall send to the Service provider, on behalf of HOPS, a signed Certificate of Purchase and Sales Electricity required for ES Balancing.
- (3) Following the receipt of the signed Certificate of Purchase and Sales of Electricity Required for ES Balancing Service provider or the manager of the balancing group which the Service provider belongs to shall send the contracted schedule and the adjusted schedule of electricity generation per generation unit and/or electricity delivery plan for end customers (collectively), in the event when those shall be changed as a result of the contracted electricity purchase and sales required for ES balancing, as provided for in the Rules on Electricity Market Organisation, and shall deliver or take over contracted electricity quantity.
- (4) When balancing energy to be sold to or bought from HOPS is either imported from or exported to neighbouring control areas by the Service provider, the contractual obligation pursuant to paragraph 3 herein shall be considered met if the import or export transaction in the contracted schedule submitted by the Service provider is coordinated with the

u skladu s važećim Pravilima o korištenju prekograničnih prijenosnih kapaciteta.

- (5) U slučaju kada će dogovorena transakcija promijeniti plan isporuke električne energije sumarno za krajnje kupce ili plan proizvodnje električne energije po proizvodnim jedinicama, Pružatelj usluge dužan je u obrascu Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a navesti mjesto predaje, odnosno mjesto preuzimanja u prijenosnoj mreži HOPS-a te se ugovorna obveza u skladu sa stavkom 3. ovog članka smatra ispunjenom ako HOPS utvrdi da izmjerena ostvarenja na odgovarajućim obračunskim mjernim mjestima odgovaraju količinama električne energije navedenih u obrascu Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a.
- (6) Potpisani obrazac Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a temelj je za mjesečni obračun uz uvjet da je Pružatelj usluge ispunio ugovornu obvezu u skladu sa stavkom 3. ovog članka.
- (7) Ako Pružatelj usluge po primitku potpisanog obrasca Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a ne ispuni ugovornu obvezu iz stavka 3. ovog članka, HOPS će postupiti kako slijedi:
 - a) U slučaju kada Pružatelj usluge prvi put ne ispuni ugovornu obvezu iz stavka 3. ovog članka, HOPS će naplatiti ugovornu kaznu u skladu s člankom 6. ovog Ugovora, o čemu će HOPS obavijestiti Pružatelja usluge putem e-mail poruke odmah po uočenom propustu.
 - b) U slučaju kada Pružatelj usluge drugi put ne ispuni ugovornu obvezu iz stavka 3. ovog članka, HOPS će naplatiti ugovornu kaznu u skladu s člankom 6. ovog Ugovora te će uputiti Pružatelju usluge opomenu pred suspenziju sudjelovanja u pružanju usluge uravnoteženja temeljem ovog Ugovora u trajanju od 30 (trideset) kalendarskih dana u

neighbouring transmission system operator pursuant to the effective Rules on Cross-border Transmission Capacities.

- (5) When the contracted transaction changes electricity delivery plan for end customers (collectively) or electricity generation plan per generation unit, Service provider shall in the Certificate of Purchase and Sales of Electricity Required for ES Balancing state the point of delivery or takeover in HOPS transmission network, and the contractual obligation pursuant to paragraph 3 herein shall be considered met if HOPS establishes that metered realisation in relevant metering points corresponds to electricity quantities given in the Certificate of Electricity Purchase and Sales for the Purpose of ES Balancing.
- (6) A signed Certificate of Purchase and Sales of Electricity Required for ES Balancing shall form the basis for monthly settlement provided that the Service provider has met the contractual obligation pursuant to paragraph 3 herein.
- (7) If, following the receipt of the signed Certificate of Purchase and Sales of Electricity Required for ES Balancing, a Service provider does not fulfil his contractual obligation referred to in paragraph 3 herein, HOPS shall proceed as follows:
 - a) When the contractual obligation referred to in paragraph 3 herein is not fulfilled by the Service provider for the first time, HOPS shall charge liquidated damages pursuant to article 6 herein, notifying Service provider thereof in an electronic mail message immediately following the omission observed.
 - b) When the contractual obligation referred to in paragraph 3 herein is not fulfilled by the Service provider for the second time, HOPS shall charge liquidated damages pursuant to article 6 herein, and shall send to the Service provider a suspension warning of Service provider's participation in the

slučaju ponovljenog propusta Pružatelja usluge, o čemu će HOPS obavijestiti Pružatelja usluge putem e-mail poruke odmah po uočenom propustu.

- c) U slučaju kada Pružatelj usluge treći put ne ispuni ugovornu obvezu iz stavka 3. ovog članka, HOPS će naplatiti ugovornu kaznu u skladu s člankom 6. ovog Ugovora te će obavijestiti Pružatelja usluge o trenutnom stupanju na snagu suspenzije sudjelovanja u pružanju usluge uravnoteženja temeljem ovog Ugovora u trajanju od 30 (trideset) kalendarskih dana, o čemu će HOPS obavijestiti Pružatelja usluge putem e-mail poruke odmah po uočenom propustu. Dodatno, HOPS će Pružatelju usluge dostaviti običnom i elektroničkom poštom pisanu opomenu pred raskid.
- d) U slučaju kada Pružatelj usluge po četvrti put neispunjavanja ugovornu obvezu u skladu sa člankom 3. stavkom 3. ovog Ugovora, HOPS će naplatiti ugovornu kaznu, a ugovor će se smatrati raskinutim u skladu sa stavkom 2 članka 11. o čemu će HOPS obavijestiti Pružatelja usluge odmah po uočenom propustu.

Članak 4.

DOSTUPNOST HOPS-a i PRUŽATELJA USLUGE

- (1) Ovlaštene osobe Pružatelja usluge, odgovorne za kupoprodaju električne energije za potrebe uravnoteženja EES-a,

provision of balancing service pursuant to this Agreement for the duration of 30 (thirty) calendar days if the omission should happen again, notifying Service provider thereof in an electronic mail message immediately following the omission observed.

- c) When the contractual obligation referred to in paragraph 3 herein is not fulfilled by the Service provider for the third time, HOPS shall charge liquidated damages pursuant to article 6 herein, and shall notify the Service provider of immediate coming into force of the suspension of participation in the provision of balancing service pursuant to this Agreement for the duration of 30 (thirty) calendar days, notifying Service provider thereof in an electronic mail message immediately following the omission observed. Additionally, HOPS shall send to the Service provider termination warning by regular and electronic mail.
- d) When the contractual obligation referred to in paragraph 3 herein is not fulfilled by the Service provider for the third time, HOPS shall charge liquidated damages, and the Agreement shall be considered terminated pursuant to paragraph 2 article 11 herein; notifying the Service provider thereof immediately following the omission observed.

Article 4

AVAILABILITY OF HOPS AND THE SERVICE PROVIDER

- (1) Authorised persons of the Service provider responsible for purchase and sales of electricity required for ES

moraju biti putem telefona dostupne 24 sata na dan uz mogućnost primanja i slanja poruka elektroničke pošte.

- (2) Kontakti ovlaštenih osoba HOPS-a i Pružatelja usluge za potrebe razmjene informacija o kupoprodaji električne energije za potrebe uravnoteženja EES-a navedeni su u Prilogu 3. ovog Ugovora.

Članak 5. MJERNI UREĐAJI NA SUČELJU

- (1) Za potrebe utvrđivanja ostvarenih količina električne energije koju Pružatelj usluge predaje/preuzima u/iz prijenosne mreže HOPS-a u skladu s potpisanim obrascem Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a koriste se mjerni uređaji na sučelju proizvodnih jedinica, odnosno kupaca s prijenosnom mrežom.
- (2) Ostvarene količine električne energije utvrđuju se na temelju očitavanja s obračunskih mjernih mjesta i SCADA mjernih mjesta.

Članak 6. UGOVORNA KAZNA

- (1) U slučaju da Pružatelj usluge ne ispuni ugovorenu obvezu u skladu sa člankom 3. stavkom 3. ovog Ugovora, odnosno ne isporuči HOPS-u ili ne preuzme od HOPS-a ugovorenu količinu električne energije, HOPS će odrediti ugovornu kaznu za neispunjenje kako slijedi:
 - a) Ako Pružatelj usluge ne ispuni ugovorenu obvezu u skladu s člankom 3. stavkom 3. ovog Ugovora, odnosno ne isporuči električnu energiju HOPS-u sukladno ugovorenim obvezama, Pružatelj usluge će za neisporučenu električnu energiju platiti HOPS-u pozitivnu razliku između cijene regulacijske energije tercijarne regulacije za uravnoteženje u pozitivnom smjeru i ponuđene cijene iz potpisanog obrasca Potvrde o

balancing shall be available on the telephone 24 hours a day and shall be able to send and receive electronic mail messages.

- (2) Contacts of authorised persons in HOPS and the Service provider for the purpose of information exchange on electricity purchase and sales required for ES balancing are given in Appendix 3 to this Agreement.

Article 5 METERING DEVICES ON THE INTERFACE

- (1) For the purpose of determining realised electricity quantities delivered/taken over in/from HOPS transmission network by the Service provider pursuant to the signed Certificate of Purchase and Sales of Electricity Required for ES Balancing metering devices on the interface of generation units or customers and the transmission system shall be used.
- (2) Realised electricity quantities shall be determined based on readings in billing metering points and SCADA metering points.

Article 6 LIQUIDATED DAMAGES

- (1) If a Service provider does not fulfil a contractual obligation pursuant to article 3, paragraph 3 herein, that is, does not deliver to or take over from HOPS contracted electricity quantity, HOPS shall define liquidated damages as follows:
 - a) In the event when a Service provider does not fulfil a contractual obligation pursuant to article 3, paragraph 3 herein, that is, does not deliver contracted electricity to HOPS, Service provider shall pay to HOPS positive difference between the price of control energy for tertiary frequency control for balancing in the positive direction and the bidding price from the signed Certificate of Purchase and Sales of Electricity Required for ES Balancing multiplied by the quantity of undelivered electricity.

kupoprodaji električne energije za potrebe uravnoteženja EES-a pomnožene s količinom neisporučene energije.

- b) Ako Pružatelj usluge ne ispuni ugovorenu obvezu u skladu sa člankom 3. stavkom 3. ovog Ugovora, odnosno ne preuzme električnu energiju sukladno ugovornim obvezama, Pružatelj usluge će za nepreuzetu električnu energiju platiti HOPS-u pozitivnu razliku između ponuđene cijene iz potpisanog obrasca Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a i cijene regulacijske energije tercijarne regulacije za uravnoteženje u negativnom smjeru pomnožene s količinom nepreuzete energije.
- (2) Potpisani obrazac Potvrde o kupoprodaji električne energije za potrebe uravnoteženja EES-a i cijene regulacijske energije tercijarne regulacije za uravnoteženje temelj su za obračun ugovorne kazne u slučaju kada Pružatelj usluge ne ispuni ugovornu obvezu u skladu s člankom 3. stavkom 3. ovog Ugovora.

Članak 7. OBRAČUN, FAKTURIRANJE I PLAĆANJE

- (1) Obračunsko razdoblje za koje se vrši obračun kupnje i prodaje električne energije za potrebe uravnoteženja EES-a je jedan kalendarski mjesec. Obračun kupnje i prodaje električne energije za potrebe uravnoteženja EES-a vrši se, po isteku obračunskog razdoblja, na osnovi potpisanih obrazaca Potvrda o kupoprodaji električne energije za potrebe uravnoteženja EES-a u skladu s člankom 3. stavkom 4. ovog Ugovora.
- (2) Tablice Obračun kupnje/prodaje električne energije za potrebe uravnoteženja EES-a iz Priloga 4. ovog Ugovora, odvojeno za kupnju i prodaju, HOPS i Pružatelj usluge usklađuju najkasnije do 2. (drugog) radnog dana u mjesecu za prethodni mjesec.
- (3) Tablice Obračun kupnje/prodaje električne energije za potrebe uravnoteženja EES-a, u kojima je ukupna vrijednost kupljene/prodane električne energije za

- b) In the event when a Service provider does not fulfil a contractual obligation pursuant to article 3, paragraph 3 herein, that is, does not take over contracted electricity from HOPS, Service provider shall pay to HOPS the positive difference between the bidding price from the signed Certificate of Purchase and Sales of Electricity Required for ES Balancing and the price of control energy for tertiary frequency control for balancing in the negative direction multiplied by the quantity of electricity not taken over.

- (2) Signed Certificate of Purchase and Sales of Electricity Required for ES Balancing and prices of control energy for tertiary frequency control form a basis for calculation of liquidated damages in the event when a Service provider does not fulfil his obligation pursuant to article 3, paragraph 3 herein.

Article 7 SETTLEMENT, INVOICING AND PAYMENT

- (1) Settlement period for purchase and sales of electricity required for ES balancing shall be one calendar month. Settlement of purchase and sales of electricity required for ES balancing shall be conducted following the expiration of the settlement period based on the signed Certificates of Electricity Purchase and Sales for the Purpose of ES Balancing pursuant to article 3, paragraph 4 herein.
- (2) Tables titled Settlement of purchase/sales of electricity required for ES balancing given as Appendix 4 to this Agreement, separately for purchase and for sales, shall be adjusted by HOPS and the Service provider by the 2nd (second) business day of the month for the month preceding.
- (3) Tables titled Settlement of purchase/sales of electricity required for ES balancing where the total value of purchased/sold electricity required for ES balancing is given in euros form a component part of

- potrebe uravnoteženja EES izražena u Eurima, sastavni su dio računa.
- (4) Na temelju obračuna iz stavaka 2. i 3. ovog članka HOPS ili Pružatelj usluge izdaju račun za prodanu električnu energiju za potrebe uravnoteženja EES-a. Na računima se posebno obračunava i iskazuje PDV u skladu sa Zakonom o porezu na dodanu vrijednost.
- (5) Računi iz stavka 4. ovog članka izdaju se do 5. (petog) radnog dana u mjesecu, koji slijedi nakon obračunskog razdoblja (mjeseca) na koji se obračun odnosi, u HRK zaokruženo na dva decimalna mjesta, s primjenom srednjeg tečaja HNB-a na zadnji dan obračunskog razdoblja.
- (6) Obračun zateznih kamata provoditi će se s datumom podmirenja dugovanja, s rokom dospijeaća od deset (10) kalendarskih dana od dana izdavanja obračuna zateznih kamata.
- (7) Obračun ugovorne kazne vrši se u skladu s člankom 6. ovog Ugovora prvi radni dan nakon što je utvrđen propust Pružatelja usluge u ispunjavanju ugovorne obveze u skladu s člankom 3. stavkom 3. ovog Ugovora. Na temelju obračuna iz ovog stavka HOPS izdaje račun Pružatelju usluge za ugovornu kaznu, u HRK zaokruženo na dva decimalna mjesta, s primjenom srednjeg tečaja HNB-a na dan izdavanja računa.
- (8) Rok plaćanja računa iz stavaka 4. i 7. ovog članka je 20. (dvadeseti) dan od dana izdavanja originala računa. U slučaju da račun dospijeva na neradni dan, plaćanje će se izvršiti prvi sljedeći radni dan. Za sva plaćanja izvršena nakon roka dospijeaća računa, na dane kašnjenja koji teku od prvog sljedećeg dana po dospijeaću obveze plaćanja računa do uključivo dana plaćanja računa, obračunavati će se ugovorna stopa zatezne kamate od 6 % godišnje.
- (9) HOPS će račune i obračune dostaviti običnom poštom na adresu za dostavu računa: [REDACTED] i/ili na bilo koju drugu adresu koju Pružatelj usluge naknadno priopći HOPS-u i elektroničkom poštom na adresu elektroničke pošte iz Priloga 3. ovog Ugovora.
- the settlement.
- (4) Based on the calculation referred to paragraphs 2 and 3 above HOPS or the Service provider shall issue invoice for electricity sold for the purpose of ES balancing. VAT shall be separately given in the invoice pursuant to the Value Added Tax Act.
- (5) Invoices referred to in paragraph 4 above shall be issued by the 5th (fifth) business day of the month following the settlement period (month) for which the invoice is issued, and shall be in HRK, rounded to two decimal places, applying the middle exchange rate published by the Croatian National Bank on the last date of the settlement period.
- (6) Late-payment interest shall be calculated on the date of debt settlement, with maturity date ten (10) calendar days from the date of late-payment interest calculation.
- (7) Settlement of liquidated damages shall be done pursuant to article 6 herein on the first business day following the detection of the Service provider's failure to fulfil contractual obligation pursuant to article 3, paragraph 3 herein. Based on the settlement referred to above HOPS shall issue an invoice to the Service provider for the liquidated damages, in HRK, rounded to two decimal places, applying the middle exchange rate published by the Croatian National Bank on the date of invoice issuing.
- (8) Deadline for payment of invoices referred to in paragraphs 4 and 7 above is the 20th (twentieth) day from the date the original invoice issuing. In the event that the invoice matures on a non-business day, the payment shall be made on the first ensuing business day. For all payments made following the maturity date, contracted late-payment interest rate of 6% shall be charged for each day of late payment from the first day ensuing the invoice maturity date until and inclusive of the invoice payment date.
- (9) HOPS shall send invoices and settlement of accounts via regular mail to the address designated for invoice delivery: [REDACTED]

- (10) Pružatelj usluge dostavlja račune i obračune HOPS-u na adresu iz zaglavlja ovog Ugovora i elektroničkom poštom na adresu elektroničke pošte iz Priloga 3. ovog Ugovora.
- (11) Dostava računa i obračuna koji je poslan običnom poštom i elektroničkom poštom sukladno stavku 8. i stavku 9. ovog članka smatrat će se obavljenom protekom 3(tri) radna dana od dana kada je račun i obračun poslan elektroničkom poštom.
- (12) HOPS i Pružatelj usluge su suglasni 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.

Članak 8. RJEŠAVANJE PRIGOVORA

- (1) Ako HOPS/Pružatelj usluge nije suglasan s iznosom ispostavljenog računa, dužan je njegov nesporni dio platiti u roku dospeljeća, a za sporni dio dostaviti pisani prigovor u roku od 8 radnih dana od datuma izdavanja računa.
- (2) Izdavatelj računa dužan je u roku 10 kalendarskih dana od dana zaprimanja prigovora odlučiti o prihvaćanju ili odbijanju prigovora.
- (3) U slučaju prihvaćanja prigovora izdavatelj računa izdaje novi račun / odobrenje s rokom dospeljeća 10 kalendarskih dana od dana izdavanja istog.

Članak 9. UVJETI I VISINA FINANCIJSKOG JAMSTVA

- (1) Pružatelj usluge obvezuje se u roku 8 (osam) radnih dana od potpisa ovog Ugovora HOPS-u dostaviti financijsko

and/or any other address the Service provider subsequently gives HOPS, and in an electronic message to the electronic mail address given in Appendix 3 to this Agreement.

- (10) Service provider shall send invoices and settlement of accounts to HOPS to the address given in the heading to this Agreement and by electronic mail to the electronic mail address given in Appendix 3 to this Agreement.
- (11) The invoices and settlements of accounts sent by regular mail and by electronic mail pursuant to paragraph 8 and paragraph 9 above shall be considered delivered 3 (three) business days following the day the invoice and the settlement was sent by electronic mail.
- (12) HOPS and service provider agree that the creditor cannot transfer, assign, cede or sell his claims and rights resulting from such claim to a third party (new creditor) without prior written consent of the other party to the Agreement.

Article 8 COMPLAINTS

- (1) If HOPS does not agree with the amount of the invoice issued, it shall make a payment for the undisputed part within the maturity date, and for the disputed part shall submit a written complaint within 8 days of the invoice issuing.
- (2) The invoice issuing party shall within 10 calendar days from the date of the receipt of the complaint make a decision whether to admit or decline the complaint.
- (3) In case of admitting a complaint the invoice issuing party shall issue a new invoice/approval with maturity date of 10 calendar days from the date of invoice issuing.

Article 9 CONDITIONS AND VALUE OF FINANCIAL GUARANTEE

- (1) Within 8 (eight) business days from the signing of this Agreement the Service provider shall submit to HOPS a financial

jamstvo u obliku:

bankarske garancije, u izvorniku, bezuvjetne, neopozive i plative na prvi poziv i bez prigovora, izdane od prvoklasne banke sa sjedištem u Republici Hrvatskoj prihvatljive za HOPS na iznos od 200.000,00 kn. Rok važenja bankarske garancije je do 15.02.2020. godine. Ako Pružatelj usluge ne dostavi HOPS-u bankarsku garanciju, HOPS će Pružatelju usluge dostaviti pisanu opomenu, običnom i elektroničkom poštom, s naknadnim rokom za ispunjenje od 8 (osam) dana od dana dostave pisane opomene.

- (2) U slučaju da 2 (dva) uzastopna mjesečna računa koja je HOPS izdao Pružatelju usluge ukupno iznose više od bankarske garancije iz stavka 1. ovog članka, HOPS zadržava pravo zatražiti od Pružatelja usluge da u roku od 8 (osam) radnih dana dostavi novu ili dodatnu bankarsku garanciju do ukupnog iznosa 2 (dva) uzastopna mjesečna računa. Ako Pružatelj usluge ne dostavi HOPS-u novu ili dodatnu bankarsku garanciju, HOPS će Pružatelju usluge dostaviti pisanu opomenu, običnom i elektroničkom poštom, s naknadnim rokom za ispunjenje od 8 (osam) kalendarskih dana od dana dostave pisane opomene.

Članak 10.

AKTIVIRANJE FINACIJSKOG JAMSTVA

- (1) U slučaju da Pružatelj usluge ne podmiruje svoje novčane obveze u ugovorenom roku, HOPS će Pružatelju usluge dostaviti pisanu opomenu, običnom i elektroničkom poštom, s naknadnim rokom za ispunjenje od 8 (osam) kalendarskih dana od dana dostave pisane opomene. Ako Pružatelj usluge ne podmiri svoju novčanu obvezu niti u naknadnom roku, HOPS je ovlašten naplatiti sva svoja potraživanja iz ovog Ugovora (uključujući glavnica duga, sve dospjele zatezne kamate i nastale troškove

guarantee as follows:

Bank guarantee, in the original, unconditional, irrevocable, independent and payable on first demand issued by a first-class bank with headquarters in the Republic of Croatia acceptable to HOPS, in the amount of 200.000,00 HRK. Expiration date of the bank guarantee shall be 15 February 2020 In the event the Service provider does not submit a bank guarantee to HOPS, HOPS shall send to the Service provider a written notice by regular and by electronic mail, with deadline extension of 8 (eight) days from the date of delivery of the written notice.

- (2) In the event that the amounts of 2 (two) consecutive monthly invoices issued by HOPS to the Service provider exceed the amount of the bank guarantee referred to in paragraph 1 above, HOPS retains the right to demand from the Service provider to submit a new or an additional bank guarantee to cover the amount of 2 (two) consecutive monthly invoices within 8 (eight) days. In the event that the Service provider does not submit to HOPS a new or an additional bank guarantee, HOPS shall send to the Service provider a written notice by regular and by electronic mail with deadline extension of 8 (eight) days from the date of delivery of the written notice.

Article 10

ACTIVATION OF FINANCIAL GUARANTEE

- (1) In the event that the Service provider does not fulfil his financial obligations by the contracted deadline HOPS shall send to the Service provider a written notice by regular and by electronic mail with deadline extension of 8 (eight) days from the date of delivery of the written notice. In the event that the Service provider does not settle his financial obligation by this extended deadline HOPS shall collect all its claims as per this Agreement (including the principal, all late-payment interest due, and forced collection costs)

povodom naplate) putem bankarske garancije iz članka 9. ovog Ugovora, bez slanja Pružatelju usluge prethodne obavijesti o tome.

- (2) U slučaju da HOPS izda račun Pružatelju usluge za ugovornu kaznu, HOPS će isti naplatiti aktiviranjem bankarske garancije iz članka 9. ovog Ugovora, bez slanja Pružatelju usluge prethodne obavijesti o tome.
- (3) Ako je iznos računa za ugovornu kaznu iz članka 6. stavka 8. ovog Ugovora veći od iznosa bankarske garancije, Pružatelj usluge je dužan podmiriti razliku do punog iznosa računa za ugovornu kaznu izdanom od strane HOPS-a u skladu s člankom 6. stavkom 8. ovog Ugovora. Ako Pružatelj usluge ne nadoknadi razliku do potpunog iznosa računa za ugovornu kaznu, HOPS će Pružatelju usluge dostaviti pisanu opomenu, običnom i elektroničkom poštom s naknadnim rokom za ispunjenje od 8 (osam) kalendarskih dana od dana dostave pisane opomene.
- (4) Nakon aktiviranja bankarske garancije iz stavka 1. i 2. ovog članka od strane HOPS-a, bilo u cijelosti ili samo djelomično, Pružatelj usluge je obavezan najkasnije u roku od 8 (osam) radnih dana od dana aktiviranja dostaviti HOPS-u novu ili dodatnu bankarsku garanciju tako da HOPS uvijek ima na raspolaganju bankarsku garanciju koja odgovara kvaliteti i iznosu iz članka 9. ovog Ugovora. Ako Pružatelj usluge ne dostavi HOPS-u novu ili dodatnu bankarsku garanciju, HOPS će Pružatelju usluge dostaviti pisanu opomenu, običnom i elektroničkom poštom, s naknadnim rokom za ispunjenje od 8 (osam) kalendarskih dana od dana dostave pisane opomene.

Članak 11.

RASKID UGOVORA, OTKAZNI ROK

- (1) HOPS može jednostrano raskinuti ovaj Ugovor, uz otkazni rok od 30 dana u slučaju kada Pružatelj usluge:
 - a) ne podmiruje svoje novčane obveze niti

through a bank guarantee referred to in article 9 herein, and shall not have to notify the Service provider prior to such action.

- (2) In the event that HOPS should issue an invoice for liquidated damages to the Service provider, HOPS shall be compensated by activating the bank guarantee referred to in article 9 herein, and shall not have to notify the Service provider prior to such action.
- (3) If the amount of invoiced liquidated damages referred to in article 6, paragraph 8 herein exceeds the amount of the bank guarantee, Service provider shall pay the remaining amount of liquidated damages invoiced by HOPS pursuant to article 6, paragraph 8 herein. Should the Service provider fail to pay the remaining amount of liquidated damages invoiced, HOPS shall send to the Service provider written notice by regular and by electronic mail with payment deadline extension of 8 (eight) calendar days from the date of delivery of the written notice.
- (4) Following the activation of the bank guarantee referred to in paragraphs 1 and 2 above by HOPS, whether in full or only partially, Service provider shall within 8 (eight) business days from the said activation at the latest send to HOPS a new or an additional bank guarantee so that HOPS has a bank guarantee available at all times which in quality and amount corresponds to that stipulated in article 9 herein. In the event the Service provider does not submit to HOPS a new or an additional bank guarantee HOPS shall send to the Service provider written notice by regular and electronic mail, with deadline extension of additional 8 (eight) calendar days from the date of delivery of the written notice.

Article 11

TERMINATION OF THE AGREEMENT, TERMINATION PERIOD

- (1) HOPS may unilaterally terminate this Agreement, with a 30 day termination period in the event that the Service provider does any of the following:
 - a) does not settle his financial

- po opomeni u naknadnom roku;
- b) ne dostavi HOPS-u novu ili dodatnu bankarsku garanciju niti nakon naknadnog roka od 8 (osam) dana od dana dostave pisane opomene u skladu s člankom 9. stavkom 2. i člankom 10. stavkom 4. ovog Ugovora.
- (2) HOPS može jednostrano raskinuti ovaj Ugovor, bez otkaznog roka u slučaju kada Pružatelj usluge nakon opomene pred raskid Ugovora ponovno ne ispunjava ugovornu obvezu u skladu s člankom 3. stavkom 3. ovog Ugovora.

Članak 12. TRAJANJE UGOVORA

- (1) HOPS i Pružatelj usluge suglasno se obvezuju da će ugovorne obveze izvršavati neprekidno od dana potpisa ovlaštenih predstavnika ugovornih strana do 31.12.2019.g., a sve prema uvjetima iz ovog Ugovora.

Članak 13. NEISPUNJAVANJE OBVEZA USLIJED VIŠE SILE

- (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 sa Zakonom o energiji.
- (2) U slučaju da se obveze kupoprodaje električne energije za potrebe uravnoteženja EES-a Pružatelja usluge obustavljaju zbog više sile, obveze HOPS-a za predmetnu kupoprodaju bit će također obustavljene. U slučaju da se obveze HOPS-ove kupoprodaje električne energije za potrebe uravnoteženja EES-a obustavljaju zbog više sile, obveze predmetne kupoprodaje Pružatelja usluge također će

obligations, not even following the written notice with an extended deadline;

- b) does not deliver to HOPS new or additional bank guarantee, not even following the written notice with an extended deadline of 8 (eight) days from the date of delivery of the written notice pursuant to article 9, paragraph 2 and article 10, paragraph 4 herein.
- (2) HOPS may unilaterally terminate this Agreement, without allowing for a termination period, if a Service provider once again fails to fulfil his contractual obligation pursuant to article 3, paragraph 3 herein following a written notice.

Article 12 DURATION OF THE AGREEMENT

- (1) HOPS and the Service provider mutually commit that the parties to the Agreement shall fulfil contractual obligations uninterruptedly from the date of the signature of the authorized representatives of the contracting parties to 31 December 2019, pursuant to the provisions described herein.

Article 13 FAILURE TO FULFIL DUE TO FORCE MAJEURE

- (1) Force majeure, under this Agreement shall refer to all events and circumstances which, even if they could have been foreseen, could not have been prevented or influenced, reduced, removed or their impact eliminated, as well as other circumstances and events as provided for in the Energy Act.
- (2) In the event that the Service provider's obligations of purchase and sales of electricity required for ES balancing are terminated as a result of force majeure, HOPS's obligations for the relevant purchase and sales shall be terminated as well. In the event that HOPS's obligations of purchase and sales of electricity required for ES balancing are terminated as a result of force majeure, Service

se obustaviti.

Članak 14.
UGOVORNO PRAVO I RJEŠAVANJE SPOROVA

- (1) HOPS i Pružatelj usluge nastojat će 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, uputit će se na mirenje u skladu s važećim Pravilnikom o mirenju Hrvatske gospodarske komore.
- (3) Ako ti sporovi ne budu riješeni mirenjem sukladno stavku 2. ovog članka u roku 60 dana od početka postupka mirenja ili u drugom roku o kojem se ugovorne strane dogovore, sporovi će se konačno riješiti pred stvarno nadležnim sudom u Zagrebu.

Članak 15.
POVJERLJIVOST

- (1) HOPS i Pružatelj usluge obvezuju se 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 sljedeće 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 će slučaju Pružatelj usluge 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

provider's obligations for the relevant purchase and sales shall be terminated as well.

Article 14
CONTRACT LAW AND DISPUTE RESOLUTION

- (1) HOPS and the Service provider shall endeavour to settle all eventual disputes derived from this Agreement amicably.
- (2) All disputes deriving from this Agreement including disputes relating to issues of its valid formation, breach or termination, as well as the legal effects resulting from the above, shall be referred to mediation pursuant to the effective Rules of Mediation of the Croatian Chamber of Commerce.
- (3) In the event the disputes are not resolved through mediation pursuant to paragraph 2 above within 60 days from the beginning of the mediation procedure or by the second deadline agreed on by both parties to the Agreement, the parties shall be referred to the competent court in Zagreb for the final resolution of disputes.

Article 15
CONFIDENTIALITY

- (1) HOPS and the Service provider 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 become publicly available, and have 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 Service provider disclosing data shall limit their 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

tajne.

Članak 16.
IZMJENE I DOPUNE UGOVORA

- (1) Sve izmjene i dopune ovog Ugovora moraju biti u pisanom obliku, sačinjene i sklopljene između ugovornih strana u obliku Dodatka ovom Ugovoru osim u slučaju Priloga ovog ugovora kako je navedeno u stavku 3. ovog članka.
- (2) Ako pojedine odredbe ovog Ugovora budu ili postanu zakonski nevažeće, to neće utjecati na valjanost ostalih odredbi ovog Ugovora. Ugovorne će strane zamijeniti nevaljanu odredbu valjanom koja ima najbližnje značenje u ekonomskom smislu sklapanjem Dodatka ovom Ugovoru. Isto će se primijeniti ako pojedina nužna odredba nenamjerno bude izostavljena iz Ugovora.
- (3) Ugovorne strane su suglasne da će se svaka promjena Priloga 1.- 4. najaviti, uskladiti i potvrditi u pisanom obliku od strane odgovornih osoba za praćenje ugovora i izmjenu priloga navedenih u Prilogu 3. ovog Ugovora te se za te promjene neće sklapati Dodatak Ugovora.

Članak 17.
STUPANJE UGOVORA NA SNAGU

- (1) Ovaj Ugovor stupa na snagu potpisom ovlaštenih predstavnika ugovornih strana, a primjenjuje se od trenutka kada Pružatelj usluge dostavi HOPS-u odgovarajuće financijsko jamstvo.

Članak 18.
ZAVRŠNA ODREDBA

- (1) Ovaj Ugovor sastavljen je u 5 (pet) istovjetnih primjeraka na hrvatskom jeziku, od kojih HOPS zadržava 3 (tri) primjerka, a

opportunity to dispute such disclosure.

Article 16
AMENDMENTS TO THE AGREEMENT

- (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, except in the event of Appendix to this Agreement as provided for in paragraph 3 below.
- (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 by signing an Appendix to this Agreement. The same shall be done should a necessary individual provision be unintentionally left out of the Agreement.
- (3) The Parties agree that each amendment to Appendices 1 – 4 shall be announced, coordinated and confirmed in writing by persons responsible for Agreement monitoring, and amendments of the attachments given in Appendix 3 herein, and hence Appendix to the Agreement shall not be made to include such amendments.

Article 17
COMING INTO FORCE

- (1) This Agreement comes into force upon signature by authorised representatives of the Parties, and shall become applicable from the moment the Service provider submits to HOPS relevant financial guarantee.

Article 18
FINAL PROVISION

- (1) This Agreement was made in 5 (five) identical copies in Croatian language, of which HOPS shall keep 3 (three) and the

Pružatelj usluge 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, _____ 2019.

Hrvatski operator prijenosnog sustava d.o.o./
Croatian Transmission System Operator Ltd

Predsjednik Uprave/
President of the Management Board

Mario Gudelj, dipl.ing.el.

Service provider shall keep 2 (two) copies.

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

In _____, _____ 2019.

[•]

Director [•]

[•]

Certificate on purchase and sales of electricity required for ES balancing

HOPS Ltd.
Kupska 4
10000 Zagreb
Croatia

Service provider: [•]

Address:

Deadline for the submission of the binding bid by the Service provider: _____ (date and hour)

HOPS Ltd. shall buy/sell electricity required for ES balancing from the Service provider/to the Service provider in HOPS's transmission network as follows:

Date of delivery/takeover: XX.XX.XXXX

Hour	HOPS buys		HOPS sells	
	Energy (MWh)	Price (EUR/MWh)	Energy (MWh)	Price (EUR/MWh)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
Total				

Place of delivery/takeover in HOPS transmission network: _____.

For HOPS:

For Service provider:

Appendix 2

Procedures and deadlines in the bidding procedure for purchase and sales of electricity required for ES balancing

H – hour of delivery/takeover

Party to the Agreement	Procedure	Deadline	Description
HOPS	Invitation for the submission of bids	H-60 minutes at the latest	HOPS / System manager sends to all service providers with a signed Balance Responsibility Agreement with HOPS a notice containing data on the required/offered electricity quantity per hour for delivery/takeover date and a deadline for the submission of the bid by the Service provider. The notice shall be sent by electronic mail from the following e-mail address: NacionalnispjecerskicentarZagreb@hops.hr in the form of the Certificate of purchase and sales of electricity required for ES balancing .
Service provider	Submission of bids	H-45 minutes at the latest	When a Service provider is interested in the said purchase and sales, Service provider shall send to HOPS a bid, that is, a unit price for the required/offered electricity quantities (EUR/MWh) by electronic mail to the following e-mail address: NacionalnispjecerskicentarZagreb@hops.hr in the form of a filled out and signed Certificate of purchase and sales of electricity required for ES balancing by the deadline for the submission of bids . Service provider shall round the prices given in the bid to two decimal places and shall give them with VAT excluded. The bid shall fully correspond to the required/offered electricity quantity.
HOPS	Choosing the best bid		HOPS /System manager shall make a decision whether or not to accept it according to the lowest price method, provided that the safety of ES operation be met as stipulated in the Grid Code. When choosing the best bid HOPS shall take into account the price of control energy for tertiary frequency control in the positive direction when purchasing electricity for the purpose of ES balancing, and the price of control energy for tertiary frequency control in the negative direction when selling electricity for the purpose of ES balancing.
HOPS	Notice of the winning bid	H-30 minutes at the latest	Upon acceptance of the Service provider's bid, HOPS/System manager shall notify the Service provider by electronic mail and a telephone call thereof, and shall send the Service provider, on behalf of HOPS, a signed Certificate of Purchase and Sales of Electricity Required for ES Balancing.
Manager of the balancing group of which the Service provider is a member	Submits contracted schedule which includes the transaction of purchase/sales of electricity required for ES balancing and the modification of electricity generation plan per generation unit and/or of electricity delivery collectively for end customers if those shall be modified as a result of the contracted purchase and sales of electricity required for ES balancing	Pursuant to Rules on electricity market organisation	
HOPS	Notifies the Service provider on the procedure in the event of non-fulfilment of contractual obligation by the Service provider	Immediately following the detection of the failure to fulfil the contractual obligation	

In the event of export/import of electricity sold/bought by HOPS for the purpose of ES balancing into/from neighbouring control areas, Service provider shall send a request for the allocation of intraday cross-border capacities and shall register/nominate their allocation pursuant to relevant intraday cross-border transmission capacity allocation rules for the border with the neighbouring control area (<http://www.hops.hr/wps/portal/hr/web/usluge/kapaciteti>) and effective Rules on the allocation of cross-border transmission capacities.

Contacts of the parties to the Agreement

HOPS:

Person responsible for the monitoring of the Agreement and exchange of documents:

Name and surname:

Telephone:

Mobile phone:

E-mail address:

Authorised persons for purchase and sales of electricity required for ES balancing 00-24h

National dispatching centre

Telephone:

Mobile phone:

E-mail address:

Authorised person for accounts settlement and delivery of invoices:

Name and Surname:

Telephone:

Mobile phone:

E-mail address:

Service provider:

Person responsible for the monitoring of the Agreement and exchange of documents:

Name and surname:

Telephone:

Mobile phone:

E-mail address:

Authorised persons for purchase and sales of electricity required for ES balancing 00-24h

National dispatching centre

Telephone:

Mobile phone:

E-mail address:

Authorised person for accounts settlement and delivery of invoices:

Name and Surname:

Telephone:

Mobile phone:

E-mail address:

Appendix 4

Tables: Settlement of purchase/sales of electricity required for ES balancing

Quantity:

Delivery date Total

Datum isporuke	Ukupno		H1	H2	H3	H4	H5	H6	H7	H8	H9	H10	H11	H12	H13	H14	H15	H16	H17	H18	H19	H20	H21	H22	H23	H24
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DD.MM.YYYY.		MW																								
Ukupno		MW																								

For HOPS:

For Service provider:

Unit prices EUR:

Delivery date

Datum isporuke	H1	H2	H3	H4	H5	H6	H7	H8	H9	H10	H11	H12	H13	H14	H15	H16	H17	H18	H19	H20	H21	H22	H23	H24
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For HOPS:

For Service provider:

Total purchase/sales in EUR:

Delivery date Total

Datum isporuke	Ukupno		H1	H2	H3	H4	H5	H6	H7	H8	H9	H10	H11	H12	H13	H14	H15	H16	H17	H18	H19	H20	H21	H22	H23	H24
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DD.MM.YYYY.		EUR																								
Ukupno		EUR																								

For HOPS:

For Service provider: