The company PLINACRO Ltd., Savska cesta 88/a, 10000 Zagreb, RN: 080304171, PIN: 69401829750, represented on the basis of the power of attorney by the director of the Capacity sales department Mr. Ivica Arar, as the transmission system operator and the holder of the licence for performance of the energy activity of natural gas transmission number 080304171-0030-08/03, hereinafter referred to as: "**the Transmission System Operator**", on the one side

and

the company \_\_\_\_\_\_ RN: \_\_\_\_\_, PIN:\_\_\_\_\_, represented by\_\_\_\_\_\_, as the user of the transmission system and the holder of the licence for performance of the energy activity of gas supply number: \_\_\_\_\_\_, hereinafter referred to as: "**the Transmission System User**", on the other side,

(jointly hereinafter referred to as: "the Parties")

concluded on \_\_\_\_ / \_\_\_\_ the following

## NATURAL GAS TRANSMISSION CONTRACT

## PP-T-

(hereinafter referred to as: "the Contract")

## Article 1

- (1) This Contract sets out mutual relations of the Parties with respect to the usage of the transmission system by the Transmission System User within the validity period of this Contract.
- (2) General terms and conditions of the transmission system usage (hereinafter referred to as: "GT") which constitute Attachment No. 1 to the applicable Network code for the transmission system constitute an integral part of this Contract.
- (3) Unless expressly stated otherwise, the terms indicated in this Contract with capital letter have the meaning assigned to them in the applicable Network code of the transmission system.

## Article 2

(1) The procedure of booking and contracting transmission system capacities shall be carried out in accordance with the provisions set out in the applicable Network code of the transmission system (2) Fundamental information determined by the process of contracting the usage of the transmission system, including the contracted capacity and the term of the Contract, are indicated in the Notice on the allocation of the transmission system capacity which constitutes Attachment No. 1 to this Contract.

## Article 3

- (1) Transmission System User is obliged to pay to the Transmission System Operator a fee for the usage of the transmission system, in accordance with the applicable provisions of the Methodology for determining the amounts of tariff items for the gas transmission and the effective Decision on the amount of tariff items for the gas transmission.
- (2) The calculation and the invoice from paragraph 1 of this Article shall be delivered by the Transmission System Operator to the Transmission System User upon expiry of each monthly period but not later than the 15th day of the current month for the previous month. The Transmission System User shall settle the said invoice within 20 days from the last day of the accounting period for which the invoice is issued. The payment obligation shall be deemed as completed on the day when the money is evidenced at the giro account of the Transmission System Operator.
- (3) For each day of delay in payment of the fee for the usage of the transmission system from paragraph 1 of this Article the Transmission System User is obliged to pay, in addition to the due principal amount, also the statutory default interest valid at the relevant point of time. Statutory default interest shall be calculated from the first day after the due date of the invoice. The statutory default interest shall be paid within 8 days from the date of receipt of the relevant account.

## Article 4

(1) In order to assure the payment obligation of the Transmission System User under this Contract, as defined in the provisions of the GT, the Transmission System User shall simultaneously with signing this Contract submit to the Transmission System Operator payment security instruments specified under the following numbers in the List of payment security instruments which constitutes Attachment No.2 to this Contract:

Title of the payment security instrument	Amount in HRK (VAT included)

#### Article 5

All notices and other communications between the Parties shall be made in writing and shall be delivered to the following addresses and phone numbers:

If to the Transmission System Operator:

PLINACRO Ltd. Savska cesta 88 a 10 000 Zagreb Attn: Director of Capacity Sales Department

Phone: 01 / 6301 796 Fax: 01 / 6301 798 E-mail: korisnici@plinacro.hr

If to the Transmission System User:

Attn:

Phone number: Fax: E-mail:

### Article 6

In addition to regular communication from Article 5 of this Contract, additional operational communications between the Parties and especially the communication between 4:00 pm of any day and 8:00 am of the next working day as well as the operational communication during the declared crisis situation and other emergency situations shall be verbal, followed by a mandatory written confirmation and shall be conducted via:

If to the Transmission System Operator:

National Dispatching Centre Phone: 01 / 4640 604 i 01 / 6301 613 Fax: 01 / 4640 582 E-mail: dispatching@plinacro.hr

If to the Transmission System User:

Fax: Attn:

Mobile: E-mail:

## Article 7

- (1) The Parties declare and warrant that the signatories and the Parties themselves have all the necessary authorities to enter into this Contract. Furthermore, the Parties guarantee that the signatories and other persons issuing any orders, statements, claims, or assuming obligations on behalf of the respecting Party, on the basis of or in connection with this Contract, are duly authorized to take such actions and that their actions are binding upon the Party on whose behalf they act.
- (2) The Parties undertake to fully accept the provisions of all applicable statutory provisions and subordinate legislation governing the gas market during the validity of the Contract.

# Article 8

This Contract shall be in force for the term specified in Attachment 1 to this Contract.

## Article 9

This Contract has been drawn up in two (2) counterparts, one (1) for each Party.

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

For Transmission System Operator: For Transmission System User: