

**PODZEMNO SKLADIŠTE PLINA d.o.o., Veslačka 2–4, 10000 Zagreb, Personal identification number: 82292688592, as the Storage System Operator, which is represented by (name of authorised person, function) (hereinafter: Operator)**

and

**(name of company), (address), (Personal identification number: \_\_\_\_\_), as the Storage System User, who is represented by (name of authorised person, function) (hereinafter: User)**

(hereinafter jointly: Contracting Parties)

have concluded on the \_\_\_\_\_ this

## **GAS STORAGE AGREEMENT**

**number: \_\_\_\_\_**

Gas Storage Agreement number \_\_\_\_\_

## **GENERAL PROVISIONS**

### **Article 1**

This Gas Storage Agreement (hereinafter: Agreement) is a standard agreement drawn up pursuant to the provisions of the Law on Gas Market, Storage Code and other applicable legislation.

The Operator is ready to provide to the User the services listed in Article 28 of the Storage Code which is published on the web page of the Operator ([www.psp.hr](http://www.psp.hr)) pursuant to the conditions specified in this Agreement, Contracted Service Confirmation and the General terms and conditions from Addendum 1 of the abovementioned Storage Code, and the User agrees to the conditions specified in this Agreement and its addenda.

In the event that the Users' licence for energy activity expires during the duration of the Agreement on the basis of which he is granted the right to access the storage system, and the User doesn't obtain a new one or a prolongation of the existing one, the Agreement is terminated on the date the respective licence ceases to be valid. In that event the indemnity for the Operator is calculated in accordance with provisions of article 16. paragraph 6. of the Storage Code.

## **DEFINITIONS**

### **Article 2**

Unless the content of this Agreement requires otherwise, the terms which are used within this Agreement have a certain meaning which is determined by laws which govern the energy sector, regulation of energy activity, gas market, mining and metrology, as well as provisions and acts which were adopted pursuant to those laws.

## **SUBJECT OF THE AGREEMENT**

### **Article 3**

The Contracting Parties agree that the subject of this Agreement is the regulation of mutual rights and obligation in relation to the provision of services which are offered by the Operator pursuant to the provisions of the Storage Code.

The Contracting Parties agree that certain services from the previous Paragraph of this Article will be contracted by way of Contracted Service Confirmation which will be an integral part of this Agreement and all of the services listed in the corresponding Contracted Service Confirmation will be considered as the subject of this Agreement if the conditions from the Storage Code, Agreement and the Contracted Service Confirmation are fulfilled.

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## **CONTRACTED SERVICE CONFIRMATION**

### **Article 4**

Each individual service which is provided by the Operator on the basis of this Agreement is subject to the terms and conditions specified in the valid Contracted Service Confirmation.

The Contracted Service Confirmation contains all of the basic information on the individual service, and especially the type of service, the period for which the service is contracted and the means of payment security.

For each individual type of service, each new Contracted Service Confirmation abrogates the previous Contracted Service Confirmation, which is explicitly stated in the new Contracted Service Confirmation.

## **GENERAL TERMS**

### **Article 5**

The General Terms and Conditions for the Use of the Gas Storage System from Addendum 1 of the Storage Code are an integral part of this Agreement.

By signing this Agreement, the User accepts the application of provisions of the General Terms and Conditions for the Use of the Gas Storage System in relation to each individual service from any Contracted Service Confirmation and states that he is familiar with them.

## **STORAGE CODE**

### **Article 6**

Each service which is provided by the Operator on the basis of this Agreement will be carried out in accordance with the provisions prescribed by the Storage Code.

By signing this Agreement each Contracting Party confirms that they are familiar with all of the provisions of the Storage Code.

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## **AMENDMENTS OF THE DOCUMENTS**

### **Article 7**

On the day of entry into force of the amended Storage Code, the same will also be applied to this Agreement.

## **DATE OF ENTRY INTO FORCE AND APPLICATION OF THE AGREEMENT**

### **Article 8**

This Agreement enters into force on the date when it is signed by both Contracting Parties, during which each individual service is considered to be contracted from the day the User delivers to the Operator means of payment security as specified in the Contracted Service Confirmation.

If the Operator does not receive the means of payment security referred to in the preceding paragraph of this Article within the deadline set in accordance with the Storage Code or the received means of payment security are not in accordance with the Contracted Service Confirmation and the General Terms and Conditions for the Use of the Gas Storage System, it will be considered that they were not delivered and that the service has not been contracted.

The Operator is not obliged to provide a single service from any of the Contracted Service Confirmations until he receives a means of payment security specified in the Contracted Service Confirmation.

## **DURATION OF THE AGREEMENT**

### **Article 9**

This Agreement will stay in force until the service duration date specified in the valid Contracted Service Confirmation. If the User has contracted a number of various services, the Agreement will stay in force until the latest service duration date which is specified in one of the valid Contracted Service Confirmations which are an integral part of the Agreement.

The duration of each individual service is determined in the Contracted Service Confirmation.

## **CONTACT PERSONS AND INFORMATION ON THE CONTRACTING PARTIES**

**Article 10**

<p>User</p>	<ul style="list-style-type: none"> <li>• Address for correspondence: _____</li> <li>• <b>Commercial contacts:</b> Name, tel., mob, e-mail</li> <li>• <b>Operational and nomination contacts:</b> - pursuant to the information from the Addendum 1 of the Agreement on access to the storage system operator's information platform of the Storage System Operator</li> </ul>
	<p>IBAN of the User:</p>
<p>Storage System Operator</p>	<ul style="list-style-type: none"> <li>• <b>Address for correspondence:</b> Veslačka 2-4, 10000 Zagreb, hand delivered to the Company Director</li> <li>• <b>Operational commercial contacts and nominations:</b> - pursuant to the information from the Contracted Service Confirmation</li> </ul>
	<p>IBAN of the Operator: HR7023400091110364856</p>

All of the notifications, requests, offers and other documents in relation to the execution of this Agreement will be made in writing.

In the event that the information stated in this article is changed, the responsible person of an individual Contracting party is obliged to deliver a written notice about the change.

IN CONFIRMATION OF THE PREVIOUSLY STATED

**Article 11**

This Agreement was drawn in two (2) originals, and each Contracting party receives one (1) copy.

For the Operator:

For the User:

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