

Contract for Purchase and Sale of Electric Energy No. _____

concluded between

Buyer

Name:

Address:

Identification number:

VAT No.:

represented by:

(hereinafter »Buyer«)

and

Producer

Name:

Address:

Identification number:

VAT No.:

represented by:

(hereinafter »Seller«)

together also »contracting parties«

1. General

- 1.1. Buyer has been selected as the best bidder on a public auction for purchase of electric energy dated on _____ from the consortium of producers from renewable energy sources for year 2010. Buyer, who attended the public tender, undertook the obligation to conclude individual contracts with single producer, who is also a member of the consortium and signed the consortium agreement of producers from renewable energy sources for the common appearance for sale of electric energy for year 2010 (hereinafter »consortium agreement«).
- 1.2. Seller is a producer of electric energy from renewable energy sources and who is by the time of conclusion of this agreement a member of the consortium.

2. Quantities and Billing

- 2.1. Contracting parties agree that the Buyer will under this agreement buy from the Seller all produced electric energy, which will be produced by the Seller and delivered into the DSO's grid according to valid rules during the validity of this agreement. Delivery point is the measurement point where electric energy enters into DSO's grid according to valid rules.
- 2.2. Measurement of produced and delivered electric energy is done by DSO where delivery points are located. Data of produced and delivered electric energy, considered as authentic, are those provided by DSO.
- 2.3. Delivery points which are at Seller's disposal and which are included into this contractual relationship are given in the following table.

<i>Delivery Point No.</i>	<i>DSO</i>

- 2.4. Contracting parties agree that all measurement points of the Seller under the concession agreement will be transferred for this contractual period into the balance group of the Buyer (market operator's evidence – Borzen).

3. Price and Payment

- 3.1. Price for sold electric energy is ____ EUR/MWh without VAT.
- 3.2. Price given in point 3.1 accounts for all delivery points given in point 2.3.
- 3.3. Seller shall apply VAT charge on price determined in point 3.1 according to tax legislation.
- 3.4. Price in point 3.1 accounts for high tariff (»HT«) and low tariff (»LT«). HT and LT are determined by the legislative act (act about establishing the methodology for calculating network charges and the methodology for determining network charges and the criteria for determining eligible costs for electricity networks).
- 3.5. Invoicing period is a calendar month. Seller is obligated to issue an invoice by 8th of the month for delivered electric energy in preceeding month.
- 3.6. Buyer is obligated to settle the amounts due by 20th of the month for preceeding month or in 12 days, if the Seller issues the invoice after the date stipulated in point 3.5. If the Buyer is late in paying, the Seller has the right to claim for late payments.

4. Contractual Period and Beginning of Operation

- 4.1. This agreement comes into force with the signature of countering parties and it is valid for the period from 1.1.2010 from 0:00 CET until 31.12.2010 until 24:00 CET (»contractual period«).
- 4.2. This agreement shall not be extend automatically. Notwithstanding the preceding sentence, the countering parties may agree to extend the contract.

5. Miscellaneous

- 5.1. For the purpose of transfer of delivery points Seller hereby issues a formal declaration and authorization for the purpose of transfer into the balance group of the Buyer and for the purpose of the PERUN system. Declaration and authorization is in attachment of this agreement.
- 5.2. Seller has the right to unilaterally withdraw from this agreement if the Buyer does not settle two consecutive monthly obligations.
- 5.3. Seller has the right from the reason given in point 5.1 to claim also damage for the Buyer. Damage is determined as a sum of contractual penalty, replacement cost and claims from non-performance. Contractual penalty accounts to 10 % (ten percent) of contractual value, stipulated by this agreement. Replacement cost is a difference between the price of the new contract and price stipulated by this agreement, only if negative. Claim from non-performance is calculated as a product of price stipulated by this agreement and produced quantity from the period of the suspension of this agreement to the date of validity of new contract or to the end of the contractual period, if the Seller does not conclude a new contract.
- 5.4. Buyer has no right to claim for any compensation, if the suspension of this agreement is caused by reason stipulated in point 5.1.
- 5.5. All other issues not specifically determined by this agreement shall be governed by other relevant legislation. Any postfestum changes or completions of this agreement shall be in written form.
- 5.6. Buyer or Seller are entiteled to transfer their rights or obligations under this agreement on a third party. The other contracting party to the transferer shall agree to the transfer in written.
- 5.7. Any provision of this agreement, whether invalid or impracticable, does not affect other provisions of this agreement. Countering parties shall in this case replace invalid or impracticable provision with valid or practicable, economically equivalent to previous.
- 5.8. For any disputes arising from this agreement where mutual agreement cannot be reached, the competent court is in Ljubljana.
- 5.9. Each countering party receives one copy of this agreement.

In Ljubljana, on _____

Seller

Buyer

DECLARATION AND AUTHORIZATION

Undersigned

Representative of

Name:

Address:

Identification number:

VAT No.:

(hereinafter »Producer«)

d e c l a r e a n d a u t h o r i z e

the Representative of buyer:

Name:

Address:

Identification number:

VAT No.:

(hereinafter »Authorized Person«)

- On behalf of the Producer claims from DSO an access to distribution network and makes all necessary activities to change the effective buyer for the period from 1.1.2010 from 0:00 CET to 31.12.2010 until 24:00 CET, so as to arrange the transfer of delivery points into the balance group or subgroup of the buyer.
- On behalf of the Producer the Authorized person is explicitly authorized to manage all procedure in connection to this transfer, which includes the adoption of decisions and submission of appropriate remedies. At the same time I recognize his work in my name for a legally valid.
- I hereby agree DSO shall provide information on electric energy generation, both for the past 12 months as well as all data, the 15-minute, if such measurements exist, both for the past day and month, to the Authorized person for all delivery points.

In Ljubljana, on _____

Producer

Authorized Person
