

Na podlagi 20. člena Pravil za delovanje trga z električno energijo (Ur.l. RS št. 163/22, 6/24 in 109/25) in Bilančne pogodbe št. [Številka pogodbe] ter v skladu z 81. členom Zakona o davku na dodano vrednost - ZDDV-1 (Uradni list RS, št. 13/11 – uradno prečiščeno besedilo, 18/11, 78/11, 38/12, 83/12, 86/14, 90/15, 77/18, 59/19, 72/19, 196/21 – ZDOsk, 3/22, 29/22 – ZUOPDCE in 40/23 – ZDavPR-B, 122/23 in 104/24 v nadaljevanju: ZDDV-1)

BORZEN, operater trga z elektriko, d. o. o., Dunajska cesta 156, 1000 Ljubljana, Slovenija, matična št. 1613383000, davčna št. SI27799468, ki jo zastopa direktor Peter Žmak, (v nadaljnjem besedilu: Klirinški agent),

in

[Partner], [Partner: Naslov] [Partner: Hišna št.], [Partner: Poštna št.] [Partner: Pošta], [Partner: Država], matična št.: [Partner: Matična št.], davčna št.: [Partner: ID DDV][Partner: Davčna št.], ki jo zastopa direktor [Kontakt partnerja], (v nadaljnjem besedilu: Udeleženec finančne poravnave),

sklepata naslednji

DOGOVOR O NAČINU IZDAJE RAČUNOV

št. _____ /D

1. člen

S tem dogovorom se pogodbeni stranki dogovorita, da račune za odstopanja v imenu in za račun Udeleženca finančne poravnave izdaja Klirinški agent.

2. člen

Računi za odstopanja vsebujejo vse elemente po 82. členu ZDDV-1 in veljajo kot računi.

Pursuant to the Article 20 of the Rules on the operation of the electricity market (Official Gazette of the RS, No. 163/22, 6/24 and 109/25) and Balancing agreement no. [Številka pogodbe] and in accordance with Article 81 of the Value Added Tax Act – ZDDV-1 (Official Gazette of the RS No. 13/11 - official consolidated text, 18/11, 78/11, 38/12, 83/12, 86/14, 90/15, 77/18, 59/19, 72/19, 196/21 – ZDOsk, 3/22, 29/22 – ZUOPDCE and 40/23 – ZDavPR-B, 122/23 and 104/24, hereinafter: ZDDV-1)

BORZEN, operater trga z elektriko, d. o. o., Dunajska cesta 156, 1000 Ljubljana, Slovenia, registration number: 1613383000, Tax ID no.: SI27799468, represented by General Manager, Peter Žmak, (hereinafter: Clearing Agent),

and

[Partner], [Partner: Naslov] [Partner: Hišna št.], [Partner: Poštna št.] [Partner: Pošta], [Partner: Država], registration no.: [Partner: Matična št.], Tax ID no.: [Partner: ID DDV][Partner: Davčna št.], represented by General Manager [Kontakt partnerja], (hereinafter: Financial Settlement Participant),

hereby conclude the following

AGREEMENT ON THE INVOICING METHOD

no. _____ /D

Article 1.

By this Agreement, the contracting parties agree that invoices for imbalances are issued by the Clearing Agent on behalf of the Financial Settlement Participant and on its account.

Article 2.

Invoices for imbalances include all elements under Article 82 of the ZDDV-1 and are valid as invoices.

3. člen

S tem dogovorom Klirinški agent in Udeleženec finančne poravnave sprejemata naslednje:

- Udeleženec finančne poravnave pooblašča Klirinškega agenta, da v njegovem imenu izdaja račune za odstopanja;
- Udeleženec finančne poravnave izjavlja, da bo sprejel takšne račune v času trajanja dogovora kot svoje lastne;
- Udeleženec finančne poravnave mora biti identificiran za namene DDV skozi ves čas trajanja dogovora in sam ne bo izdajal računov za odstopanja, ki so predmet tega dogovora;
- Udeleženec finančne poravnave mora nemudoma, vendar najkasneje v osmih (8) dneh od spremembe, sporočiti Klirinškemu agentu spremembo identifikacijske številke za DDV oziroma datum prenehanja identifikacije za namene DDV;
- Klirinški agent mora biti identificiran za namene DDV ves čas trajanja dogovora;
- Račun mora vključevati navedbo, da je izkazan DDV na računu davčna obveznost prodajalca oz. je v sistemu obrnjenega davčnega bremena izkazan DDV davčna obveznost kupca;
- Klirinški agent se obvezuje, da bo v primeru, da bo račun po njegovem nalogu izdala tretja oseba, o tem Udeleženca finančne poravnave obvestil.

4. člen

Ta dogovor prične veljati z dnem podpisa obeh strank dogovora, uporablja pa se od datuma vpisa

Article 3.

By this Agreement, the Clearing Agent and the Financial Settlement Participant agree the following:

- Financial Settlement Participant authorizes the Clearing Agent to issue invoices for imbalances on his behalf;
- Financial Settlement Participant declares that he shall, for the duration of this Agreement, accept such invoices as his own;
- Financial Settlement Participant must be identified for VAT purposes for the duration of this Agreement and shall not issue invoices on his own for imbalances which are the subject of this Agreement;
- Financial Settlement Participant must immediately and no longer than within eight (8) days following the date of change notify the Clearing Agent about the change of VAT identification number or the date when VAT identification number cease to be valid;
- The Clearing Agent must be identified for VAT purposes throughout the duration of this Agreement;
- The invoice must include an indication that the denominated VAT on the invoice is the liability of the supplier or, in the system of VAT reverse charge, the denominated VAT is the liability of the buyer;
- The Clearing Agent is obliged to notify Financial Settlement Participant in advance if, under his authorization, a third party shall issue invoices.

Article 4.

This Agreement shall enter into force on the day it is signed by both contracting parties, and it is in use

bilančne pogodbe v evidenco pogodbo o članstvu v bilančni shemi dalje, ves čas veljavnosti Bilančne pogodbe št. [Številka pogodbe].

from the day of Balancing Agreement registration into the Record of Balance Scheme membership agreements, all along the validity of Balancing agreement no. [Številka pogodbe].

5. člen

Article 5.

Vse morebitne spore v zvezi s tem dogovorom bosta stranki poskušali reševati po mirni poti, če pa to ne bo mogoče, sta stranki sporazumni, da je za reševanje vseh morebitnih sporov iz tega dogovora pristojno sodišče v Ljubljani.

All disputes arising out of or in connection with this Agreement shall to the extent possible be settled amicably by negotiation between the parties; in the event that this is not possible, the parties agree that the eventual disputes shall be settled by the competent court in Ljubljana.

6. člen

Article 6.

Ta dogovor je lahko podpisan v pisni ali elektronski obliki.

This Agreement may be signed in written or electronic form.

Če je dogovor podpisan v pisni obliki, je napisan in podpisan v dveh (2) enakih izvodih, od katerih prejme vsaka pogodbeni stranka en (1) izvod.

If the Agreement is signed in written form, it shall be drawn up and signed in two (2) identical counterparts, each Contracting Party receiving one (1) counterpart.

Če je dogovor podpisan z elektronskim podpisom, je dogovor sklenjen v enem (1) izvodu, elektronski podpis pa je pravno enakovreden lastnoročnemu podpisu, če je skladen s predpisi o elektronskem podpisovanju.

If the Agreement is signed with an electronic signature, the Agreement shall be concluded in one (1) original electronic copy, and the electronic signature shall be legally equivalent to a handwritten signature, provided that it complies with the regulations governing electronic signing.

V primeru neskladja slovenska verzija tega dogovora prevlada nad angleško.

In the event of any inconsistency, the Slovenian version of this Agreement shall prevail over the English version.

Ljubljana, [Datum dokumenta]

BORZEN, d.o.o.

Peter Žmak, direktor (General Manager)

[Partner: Pošta] , _____

[Partner]

[Kontakt partnerja], direktor (General Manager)
