

Annex 6 Ctr. RR	Anexa 6 Ctr. RR
Procedure for the invoicing/settlement of the acquisition cost of green certificates	Procedura de facturare/regularizare a costurilor aferente achizitiei certificatelor verzi
<p>Whereas,</p> <ul style="list-style-type: none"> - The dispositions of Law 220/2008 regarding the establishment of a promotion system of green energy, with completion and amendments, according to which the suppliers of electricity are obliged to yearly acquire a number of green certificates determined by the annual value of the mandatory quota and the quantity of electricity supplied to the final consumers; - ANRE adjusts the mandatory quota at the end of each year, according to the quantity of green certificates available on the Romanian market; - The legal dispositions stipulate the obligation to acquire the green certificates only to account of the suppliers which deliver electric energy to final consumers 	<p>Avand in vedere:</p> <ul style="list-style-type: none"> - Dispozitiile Legii 220/2008 privind stabilirea sistemului de promovare a producerii energiei electrice din surse regenerabile, cu completarile si modificarile ulterioare, conform carora furnizorii de energie electrica sunt obligati sa achizitioneze anual un numar de certificate verzi determinat de valoarea anuala a cotei obligatorii si de cantitatea de energie electrica furnizata consumatorilor finali; - Ca ANRE ajusteaza cota obligatorie anuala de achizitie de certificate verzi in functie de cantitatea de certificate verzi oferite pe piata; - Ca dispozitiile legale in vigoare instituie obligatia de achizitionare a certificatelor verzi numai in sarcina furnizorilor pentru energia electrica livrata catre consumatorii sai finali;
<p>Art.1. The value of green certificates is invoiced separately from the tariffs/prices for electric energy in the final consumer's invoice, indicating the legal basis, after the Supplier acquire the green certificates according to the mandatory acquisition quota. This value is the the product of the annual mandatory quota for green certificate acquisition (GC/MWh) estimated by ANRE, the amount of electricity invoiced (MWh) and the price of green certificates calculated as a weighted average price of transactions in the centralized market for green certificates in the previous month or last month weighted average monthly billing available.</p> <p>The cost of green certificates will be invoiced separately and will be calculated according to the law in force with the following formula:</p> $C_{gc} = Q * q * P_{gc} * C_{ex}$ <p>Where:</p> <p>C_{gc} = The cost related to the green certificates, expressed in RON/MWh</p> <p>Q = The total amount of electricity consumed in the delivery month</p> <p>q = The quota established by ANRE for green certificates</p> <p>P_{gc} = The price for the green certificates acquired by the Supplier on the centralized related markets.</p> <p>C_{ex} = share of the consumer obtained by exempting Agreement, which will be communicated to the supplier, applicable only for their own consumption of Rompetrol Rafinare.</p> <p>Exc = 1 for the amount of energy resold to third parties by Rompetrol Rafinare, this amount will be sent monthly invoices prior to issuance provider.</p>	<p>Art.1. In factura de energie electrica transmisa consumatorului final, valoarea certificatelor verzi se factureaza separat fata de tarifele/preturile pentru energia electrica, precizandu-se temeiul legal, dupa achizitionare de catre Furnizor a certificatelor verzi corespunzator cotei obligatorii de achizitie. Această valoare reprezintă produsul dintre valoarea cotei anuale obligatorii de achiziție de certificate verzi (CV/MWh) estimate de către ANRE, cantitatea de energie electrică facturată (MWh) și prețul certificatelor verzi, achizitionate de Furnizor de pe piața centralizată administrata de operatorul pietei de energie electrica.</p> <p>Pentru determinarea costului aferent certificatelor verzi se va folosi urmatoarea formula:</p> $CCV = Q * q * P_{cv} * C_{ex}$ <p>Unde:</p> <p>CCV = Costul aferent certificatelor verzi, exprimat in RON/MWh</p> <p>Q = Cantitatea totala de energie consumata in luna de livrare</p> <p>q = Cota aferenta certificatelor verzi stabilita de ANRE</p> <p>P_{cv} = Pretul de achizitie al certificatelor verzi de pe piata centralizata</p> <p>C_{ex}=cota obtinuta de consumator prin Acordul de exceptare, care va fi comunicat furnizorului, aplicabila doar pentru consumul propriu al Rompetrol Rafinare.</p> <p>C_{ex} =1 pentru cantitatea de energie revanduta tertilor de catre Rompetrol Rafinare; aceasta cantitate va fi transmisa lunar furnizorului inainte de emiterea facturilor.</p>

<p>Art 2. The Client will inform the Supplier upon the changes operated in the monthly quantity of green certificates needed to be bought, following the subsequent acceptance of the Client as beneficiary of the exception mechanism, approved through Government Decision no.495/2014.</p>	<p>Art.2. Consumatorul va aduce la cunostinta Furnizorului modificarile survenite in cantitatea lunara de certificate necesare a fi achizitionate ca urmare a exceptarii acestuia ca beneficiar al mecanismului de exceptare instituit prin HG nr. 495/2014.</p>
<p>Art.3. After publishing the annual final quota established by ANRE, until the latest 15th of April of the following year, the parties agreed to proceed with the settlement of the value of green certificates of the previous year, based on the electric energy delivered and invoiced and the price of the green certificates on the centralized related markets administrated by energy market operator. The settlement will be done as follows: a) If the amounts paid during the year are higher than the amount calculated according to the final quota announced by ANRE, the Supplier will refund the additional amount collected by issuing an invoice in 30 days after finding the difference. b) If the amounts paid during the year are less than the amount calculated according to the final quota announced by ANRE, the Consumer will pay the difference based on invoice issued by the Supplier.</p>	<p>Art.3. Dupa publicarea cotei finale de stabilita de ANRE, pana cel tarziu la data de 15 aprilie a anului urmator, partile sunt de acord sa procedeze la regularizarea valorii certificatelor verzi anului anterior, in functie de energie electrica furnizata si facturata si pretul de achizitie al certificatelor verzi de pe pietele centralizate administrate de operatorul pietei de neregie electrica. Regularizarea va fi facuta dupa cum urmeaza: a) In cazul in care sumele platite in cursul unui an sunt mai mari decat suma calculata conform cotei finale anuntate de ANRE, Furnizorul va restitui suma incasata suplimentar prin emiterea unei facturi, in 30 zile de la constatarea diferentei. b) In cazul in care sumele platite in cursul unui an sunt mai mici decat suma calculata conform cotei finale anuntate de ANRE, Consumatorul va plati diferenta in baza unei facturi de regularizare emise de Furnizor.</p>
<p>Art.4. Upon termination of the contract or where the contract ceases to be valid before the end of the calendar year, parties will settle the amounts due as follows: a) The number of green certificates needed to be bought for the period elapsed during the year in which the contract is terminated will be determined based on ANRE estimated quota, monthly real consumptions invoiced and related acquisition prices of the period. b) In case of differences to be paid/cashed in, the provisions of art 5 point a) and b) will be applied accordingly.</p>	<p>Art.4. La rezilierea contractului sau in cazul in care contractul isi inceteaza de drept valabilitatea inainte de sfarsitul anului calendaristic regularizarea sumelor datorate dupa cum urmeaza: a) Se determina numarul de certificate verzi necesare a fi achizitionate pentru perioada scursa in anul calendaristic in care are loc incetarea contractului in baza cotei estimate a ANRE, a consumurilor lunare efective facturate si a preturilor de achizitie aferente perioadei. b) In cazul existentei unor sume de plata/de incasat, se vor aplica corespunzator prevederile art.5, pct a) si b).</p>
<p>Art.5. If an invoice is not paid according to the due date established then each party will pay penalties applied to the overdue amount equal to 0,01% per each day of delay, calculated starting from the day following the due day and until the payment day including payment day.</p>	<p>Art.5. Dacă o factura nu este platita conform termenului stabilit in paragraful precedent, atunci fiecare parte va plăti penalitati de intarziere la suma datorata in cuantum de 0,01% pentru fiecare zi de intarziere incepand cu data de scadenta exclusiv si pana la data platii inclusiv.</p>

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