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**Technical Rule no. 03 Rev. 5 PBCV**

(under Article 4 of the Rules Governing the Green Certificates Bilaterals Registration Platform)

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**Title            Invoicing of fees**

Reference            Articles 27, 28 and 30, Rules Governing the Green Certificates Bilaterals  
Legislation            Registration Platform

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**Published on 8 August 2013**

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## **1. Foreword**

Article 27 of the Rules Governing the Green Certificates Bilaterals Registration Platform (hereafter “PBCV Rules”) stipulates that the period for invoicing the amounts of the fees pertaining to the Green Certificates Bilaterals Registration Platform (hereafter “PBCV”) shall be defined in the Technical Rules.

Article 28 of the PBCV Rules provides that GME shall issue invoices to each Participant for the amounts of the fees pertaining to the PBCV within the time limit defined in the Technical Rules.

Article 30 of the PBCV Rules provides that Participants shall pay the amounts due for fees under the procedures and within the time limits established in the Technical Rules.

## **2. Invoicing of fees**

On a monthly basis, GME shall issue invoices to each Participant for the amount of the fees due for registration of bilateral transactions on the PBCV.

By the end of eighth working day of the month following the reference month, GME shall send to each Participant an invoice with the sum of the fees due for all bilateral transactions registered on the PBCV in the reference month.

## **3. Deadline for settlement of payments**

Participants shall make payments by the end of the last working day of the month in which the invoice has been issued and with value date on the same day.

## **4. VAT application**

If the Italian Participant intends to use the option, available to persons having made supplies for export or like transactions, of purchasing goods and services without the application of VAT, as per article 8, para. 1 c) of Decree of the President of the Republic no. 633 of 26 October 1972, he/she/it shall send a statement of intent (in the format approved with the Ministerial Decree of 6 December 1986) to GME.

If the Italian Participant intends to continue to use the option of making purchases without the application of VAT, he/she/it is shall renew the above statement upon expiration of its period of validity. If the statement is not renewed within the time limits mandated by law, GME shall apply the standard VAT rate to the Participant.

If the entity (parent company or fixed establishment) that will materially carry out the purchase and/or sale registrations onto the PBCV is different from the entity (parent company or fixed establishment) admitted as Participant in the PBCV, then the Participant (as parent company or fixed establishment) shall provide GME with a statement specifying the entity (parent company or fixed establishment) that will materially carry out the purchase and/or sale registrations onto the PBCV. The statement shall be issued as per the form enclosed hereto.

Any subsequent change in circumstances which may alter the data and information reported in such statement shall be notified to GME timely and anyway within three working days of its occurrence.

If the PBCV Participant is at the same time a Green Certificates Market Participant, the statement shall be issued also with reference to the Green Certificates Market, under the procedures and within the time limits defined in Technical Rule no. 4 rev7 MCV.

#### **5. Effect of the statements**

The information contained in the statements referred to in para. 4 above shall have effect by the end of the second working day following their receipt by GME, if the documents are correct and complete and if the requirements, if any, for updating the data and information provided by the Participant are satisfied.

#### **6. VAT treatment**

The services provided by GME shall qualify as general services and the chargeability of VAT on the related fees shall depend on the place where the customer (PBCV Participant) has established his/her/its business.

Therefore, GME shall issue invoices by applying VAT at the standard rate, if the customer has established his/her/its place of business in Italy and has not submitted a statement concerning his/her/its status of "esportatore abituale" (exporter on a permanent basis) as per Article 8, para. 8.2 of Decree of the President of the Republic no. 633 of 26 October 1972, under the procedures and within the time limits mentioned in para. 4 above. By contrast, if the customer has submitted such a statement, GME shall issue invoices without VAT.

Conversely, if the customer has established his/her/its place of business in one of the countries of the European Union (EU) and is a taxable person in such country, GME shall issue invoices without applying VAT. In this case, the reverse charge shall be applied by the customer.

If the customer has established his/her/its place of business in a non-EU country and is a taxable person in such country, GME shall issue invoices without VAT.

**1. VAT and Fixed Establishment Statement form referred to in para. 4 above**

**VAT AND FIXED ESTABLISHMENT STATEMENT<sup>1</sup> (\*)**

Gestore dei Mercati Energetici S.p.A.  
Viale Maresciallo Pilsudki 122-124,  
00197 Rome, Italy

I, the undersigned \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, taxpayer's code \_\_\_\_\_, residing in \_\_\_\_\_, address \_\_\_\_\_, legal representative of the company \_\_\_\_\_ (NOTE: Market Participant), having its:

- registered office in (country) \_\_\_\_\_, (town/city) \_\_\_\_\_, address \_\_\_\_\_, VAT identification number \_\_\_\_\_;
- fixed establishment in (country) \_\_\_\_\_, (town/city) \_\_\_\_\_, address \_\_\_\_\_, VAT identification number \_\_\_\_\_, as per the certificate issued by the relevant tax authorities and enclosed hereto with the related sworn and apostilled translation (if it is not in the Italian language) for fixed establishments located in non-EU countries;

**HEREBY STATE**

in connection with registrations on the PBCV:

- that all the registrations will be carried out directly from the main place of business;
- that all the registrations will be carried out with the technical and human resources of the fixed establishment located in (country) \_\_\_\_\_, (town/city) \_\_\_\_\_, address, VAT identification number \_\_\_\_\_.

I, the undersigned, also undertake to submit a new statement in case of change of the above data.

I, the undersigned, will be fully responsible and liable for the accuracy and truthfulness of the submitted statements and data, holding Gestore dei Mercati Energetici S.p.A. (hereafter "GME") harmless from and against any and all responsibilities and liabilities regarding the correct application of the taxes based on the above statements. If the above-mentioned data are untruthful, I will bear all the costs in connection with differences in taxes, pecuniary sanctions, interest and any other amount that GME may be required to pay to the financial administration and/or to any other entity involved, as well as court fees, regardless of the legitimacy of the claim filed against GME by the financial administration and/or any other entity involved. I, the undersigned, undertake to pay the requested amounts within 5 (five) days at the latest.

<sup>1</sup> Statement to be submitted on the company's letterheaded paper.

Where any defence filed by GME with the financial administration and/or any other entity involved, in order to protect its interests and make its arguments heard, has a demonstrated positive final outcome, then the undersigned will be entitled to the refund of the amounts paid in accordance with the above paragraph, to the extent that GME has obtained, for such reason, a refund from the financial administration and/or any other entity involved. GME will be held to refund the undersigned of the amounts that he/she has paid and that have been demonstrated not to be due to the financial administration and/or to any other entity involved, provided that the undersigned has asked GME - in due course and within the time limits mandated by law - to file a claim for refund of the aforesaid amounts with the relevant bodies. GME will fulfil the aforesaid obligation to the extent that it will obtain the aforesaid refund from the financial administration and/or any other entity involved.

Without prejudice to the above for the purposes of the application of VAT, I, the undersigned, also state that the registrations possibly carried out by a fixed establishment will produce the same effects, in terms of rights and obligations, also with regard to the guarantees posted to cover obligations, as if they had been carried out directly from the main place of business.

I hereby enclose a copy of my identity document.

Stamp and signature

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**(\*) This is a courtesy translation. You must submit only the Italian version of the document.**