

BLUBIS d.o.o.
Broj: 321/2021
Datum: 10.12.2021

HBIS GROUP Serbia
Iron & Steel d.o.o. Beograd
Broj: 681
Datum: 10.12.2021 (2)

UGOVOR O PRODAJI OTPADA

Zaključen između:

HBIS GROUP Serbia Iron & Steel d.o.o. Beograd
Adresa sedišta: Bulevar Mihajla Pupina 6,
Beograd-Novi Beograd, 11000 Beograd, Srbija
Adresa za prijem pošte: Radinac,
11300 Smederevo, Srbija
koje zastupa Sihai Song, direktor ili
Lianxi Wang, ili Wei Dongming, po punomoćju
(u daljem tekstu: **Prodavac**)
Matični broj: 21203980
PIB: 109573856
Banka: UniCredit Bank Srbija A.D. - Beograd
Broj računa: 170-0030029019000-73

I

BLUBIS DOO NOVI BEOGRAD

Adresa: Vinogradarska 41
11070 Novi Beograd
koje zastupa direktor Živojin Marinković
(u daljem tekstu: **Kupac**)
Matični broj: 06531415
PIB: 100430244
Banka: Uni Credit Bank Srbija a.d. Beograd
Broj računa: 170-30022353000-68

(U daljem tekstu zajedno nazvane: „ugovorne strane“)

PREDMET UGOVORA

Član 1.

1.1 Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza ugovornih strana povodom prodaje:

otpada koji nije opasan – otpaci i ostaci od bakra i legura bakra, indeksnog broja 12 01 03, u količini od cca 1,5 t

(u daljem tekstu: **Otpad**) proizvedenog od strane Prodavca na lokaciji ogranka u Šapcu, 15000 Šabac, koji će Kupac kao operater kupiti radi vršenja sakupljanja, transporta i skladištenja ove vrste otpada.

1.2 Količine otpada koje su predviđene ovim Ugovorom predstavljaju okvirne količine koje Prodavac može da

CONTRACT ON THE SALE OF WASTE

Concluded between:

HBIS GROUP Serbia Iron & Steel llc Belgrade
Address of the seat: Bulevar Mihajla Pupina 6,
Belgrade-New Belgrade, 11000 Belgrade, Serbia
Address for the receipt of mail: Radinac,
11300 Smederevo, Serbia
Represented by Sihai Song, the Director or
Lianxi Wang, or Wei Dongming, by power of attorney
(hereinafter: **the Seller**)
Reg. No.: 21203980
Tax ID No.: 109573856
Bank: Unicredit Bank Srbija A.D. Beograd
Bank Account number: 170-0030029019000-73

And

BLUBIS DOO NOVI BEOGRAD

Address: Vinogradarska 41
11070 New Belgrade
Represented by Živojin Marinković, Director
(hereinafter: **the Buyer**)
Reg. No.: 06531415
Tax ID No.: 100430244
Bank: Unicredit Bank Srbija a.d. Beograd
Bank Account number: 170-30022353000-68

(Hereinafter commonly referred to as: **“the Contracting Parties”**).

SUBJECT OF THE CONTRACT

Article 1

1.1 The subject of the present Contract is the regulation of mutual rights and obligations of the Contracting Parties regarding the sale of:

non-hazardous waste – copper and copper alloy scrap and waste, of the index No. 12 01 03, in the quantity of approximately 1.5 t

(hereinafter: **the waste**), produced by the Seller at the location of its branch in Šabac, 15000 Šabac, which the Buyer, as the operator, shall purchase for the purpose of collecting, transportation, and storage of this type of waste.

1.2 The quantities of waste stipulated under this Contract represent the frame quantities which the

obezbedi u periodu trajanja ovog Ugovora. Prodavac ne garantuje predviđene količine otpada, a Kupac je saglasan da stvarna količina otpada koju obezbedi Prodavac može da bude manja od ugovorene količine. Ukupno isporučene količine će zavisiti od stvarnih količina otpada koji se generiše na lokaciji Prodavaca, a koje će Prodavac isporučiti u skladu sa odredbama ovog ugovora i po dostavljanoj najavi od strane Kupca.

1.3 Otpad iz predmeta ovog Ugovora se prodaje u viđenom stanju, bez garancije i prava na reklamaciju kvaliteta.

1.4 Kupac poseduje važeću dozvolu za upravljanje otpadom koji je predmet Ugovora i to :

Rešenje o izdavanju integralne dozvole za sakupljanje i transport neopasnog otpada na teritoriji Republike Srbije br.19-00-00527/2020-06 od 29.7. 2020. godine, izdato od Ministarstva zaštite životne sredine,

koje čini sastavni deo ovog Ugovora, kao **Prilog br. 1.**

1.5 Kupac ce otpad koji je predmet ovog ugovora, na osnovu Ugovora o poslovno tehničkoj saradnji koji ima zaključen sa firmom „Nenad Promet“ d.o.o. dana 1.4.2021 god. i Aneksom tog ugovora od 19.11.2021 god. sa lokacije Prodavca voziti u Nenad Promet“ d.o.o na skladištenje i tretman.

1.6 Navedeni Ugovor o poslovno-tehničkoj saradnji i aneks čine sastavni deo ovog Ugovora kao prilog br. 2..

1.7 „Nenad Promet“ d.o.o. poseduje vazeće Rešenje o izdavanju integralne dozvole za skladištenje i tretman neopasnog otpada br.501-145/2013-05 od 24.09.2013.god. izdatog od Gradske uprave Smederevo, Odeljenja za urbanističko komunalne, imovinsko pravne, poslovni prostor i inspeksijske poslove, Odsek za urbanističko-građevinske, poslove saobraćaja i zaštite životne sredine, Grupe za zaštitu životne sredine,

koje kao Prilog 3, čini sastavni deo ovog Ugovora.

1.8 Kupac garantuje da ce sav otpad koji preuzme od Prodavca biti skladišten u firmi „Nenad Promet“ d.o.o

Seller can supply throughout the duration of this Contract. The Seller does not guarantee the specified quantities of the waste, whereas the Buyer has agreed that the real quantities of the waste supplied by the Seller can be smaller than the contracted quantity. The total delivered quantities shall depend on the actual quantities of the waste generated at the Seller's location, and which the Seller shall deliver in accordance with the provisions of this Contract and upon the announcement delivered by the Buyer.

1.3 The waste subject herein is sold in the "as is" condition, without any warranties or rights to quality claims.

1.4 The Buyer possesses the valid permit for managing the subject waste, specifically:

The Decision on issuing the integrated Permit for the collection and transportation of non-hazardous waste on the territory of the Republic of Serbia No. 19-00-00527/2020-06, dated July 29th, 2020, issued by the Ministry of Environmental Protection, which forms an integral part of this Contract as **Attachment No.1.**

1.5The Buyer shall, based on the Contract on Business and Technical Cooperation, which it concluded with the company Nenad Promet d.o.o. on April 1st, 2021, and the Annex to that Contract dated August 8th, 2021, transport the waste subject herein from the Seller's location to Nenad Promet d.o.o. for storage and treatment.

1.6 The stated Contract on Business and Technical Cooperation and the Annex form an integral part of this Contract, as Attachment No. 2.

1.7 Nenad Promet d.o.o. possesses the valid Decision on issuing the integrated permit for the storage and treatment of non-hazardous waste No. 501-145/2013-05, dated September 24th, 2013, issued by the City Administration of Smederevo, the Department of Urban-planning and utility affairs, property-legal affairs, business premises, and inspection affairs, the Section for urban-planning and construction affairs, traffic affairs and environmental protection affairs, of the Environmental Protection Group, which, as Attachment 3, forms an integral part of this Contract.

1.8 The Buyer guarantees that all the waste it takes over from the Seller shall be stored in the company Nenad Promet d.o.o.

Član 2.

2.1 Ugovorne strane sačinjavaju ovaj Ugovor o prodaji otpada sa utvrđenim rokovima i uslovima prodaje koji će biti primenjivi za otpad iz člana 1. ovog Ugovora.

Član 3.

3.1 Prodavac će otpad privremeno skladištiti u skladu sa zakonskim propisima koji regulišu postupanje sa otpadom.

3.2 Ugovorne strane se obavezuju da će sakupljanje, utovar, transport, skladištenje otpada koji je predmet ovog Ugovora, izvršiti u skladu sa Zakonom o zaštiti životne sredine ("Sl.glasnik" RS br.135/2004, 36/2009, 36/2009 - dr. zakon i 72/2009 - dr. Zakon, 43/2011-odluka US 14/2016, 76/2018 i 95/2018-dr.zakon), Zakonom o upravljanju otpadom ("Sl.glasnik RS" br.36/2009, 88/2010, 14/2016 i 95/2018-dr.zakon), Pravilnikom o obrascu dokumenta o kretanju otpada i uputstvu za njegovo popunjavanje ("Sl.glasnik RS br. 114/2013), kao i u skladu sa drugim zakonskim i podzakonskim aktima koji regulišu postupanje sa otpadom koji je predmet ovog ugovora.

3.3 Preuzimanje otpada obuhvata pakovanje, vršenje prevoza otpada, isporuku otpada, mere koje se moraju preduzeti u pripremi otpada za prevoz pri pakovanju, utovaru, istovaru, vaganju i drugim usputnim manipulacijama sa otpadom, kao i primopredaju transportnih dokumenata.

CENA, NAČIN I USLOVI PLAĆANJA

Član 4.

4.1 Ugovorne strane su se dogovorile da cena za otpad koja je predmet ovog Ugovora iznosi:

721.680,00 din/t

4.2 Cena otpada je utvrđena na paritetu **EX WORKS**, privremeno skladište Prodavca HBIS GROUP Serbia Iron & Steel d.o.o. Beograd, na lokaciji ogranka u Šapcu, 15000 Šabac - **neutovareno** u prevozno sredstvo Kupca, u skladu sa pravilima INCOTERMS @ 2010.

4.3 U cenu je uračunat porez po odbitku po stopi od 1%, u skladu sa čl. 40. Zakona o porezu na dobit pravnih lica.

Article 2

2.1 The Contracting Parties hereby create this Contract on the Sale of Waste with the determined deadlines and conditions of sale to be applied for the waste referred to in Article 1 herein.

Article 3

3.1 The Seller shall store the waste on a temporary basis in accordance with the legal governing the waste material treatment.

3.2 The Contracting parties are obligated to perform the collection, loading, transportation, storage of the waste materials subject herein in accordance with the Environmental Protection Law (Official Gazette of the Republic of Serbia No. 135/2004, 36/2009, 36/2009 - other law and 72/2009 - other law, 43/2011 the CC decision and 14/2016, 76/2018, and 95/2018-other law), the Law on Waste Management ("Official Gazette RS", No. 36/2009, 88/2010, 14/2016, and 95/2018-other law), the Rulebook on the form of the document on waste movement and the Instruction for its completion ("Official Gazette RS", No. 114/2013), as well as in accordance with all other legal and sub-legal acts regulating the treatment of the subject waste.

3.3 The takeover of the waste materials includes packing, transportation of waste, delivery of waste materials, necessary measures taken for the preparation of waste for transport during packing, loading, unloading, weighing and all other accompanying operations with waste, as well as the handover of transport documents.

PRICE, METHOD AND CONDITIONS OF PAYMENT

Article 4

4.1 The Contracting Parties have agreed that the price of the subject waste amounts to:

721,680.00 RSD/t

4.2 The price of the waste has been established according to the delivery term **EX WORKS**, temporary warehouse of the Seller HBIS GROUP Serbia Iron & Steel llc Belgrade, at the location of the branch in Šabac, 15000 Šabac - **not loaded** into the Buyer's means of transportation, in accordance with the rules of INCOTERMS @ 2010.

4.3 The withholding tax, at the rate of 1%, is included in the price, in accordance with Article 40 of the Law on Corporate Profit Tax.

4.4 U cenu nije uračunat PDV.

4.5 Ugovorne strane su saglasne da će otpad iz člana 1. ovog Ugovora, Kupac platiti Prodavcu **odloženo, u roku od 5 dana od datuma izdavanja fakture.**

4.6 Prateća dokumentacija definisana je propisima koji regulišu način postupanja sa otpadom.

4.7 Prodavac nije u obavezi da Kupcu nadoknadi troškove koje Kupac može imati tokom preuzimanja otpada, a koji nisu ovim Ugovorom odnosno Aneksima ovog Ugovora predviđeni, osim naknadnih, nepredviđenih, neophodnih i razumnih troškova radi otklanjanja eventualne štete ili izvesne opasnosti od nastanka štete (shodno Zakonu).

MESTO ISPORUKE I ROKOVI

Član 5.

5.1 Mesto isporuke otpada je određeno skladište ove vrste otpada, koje se nalazi na lokaciji ogranaka Prodavca, na paritetu **EX WORKS**, privremeno skladište Prodavca HBIS GROUP Serbia Iron & Steel d.o.o. Beograd, na lokaciji ogranka u Šapcu, 15000 Šabac - **neutovareno** u prevozno sredstvo Kupca, u skladu sa pravilima INCOTERMS © 2010.

5.2 Kupac se obavezuje da obezbedi prevoz otpada o svom trošku, prevoznim sredstvom koje ispunjava uslove za prevoz otpada, shodno zakonskim propisima.

KVANTITATIVNI PRIJEM OTPADA

Član 6.

6.1 Merenje praznog vozila Kupca vršiće se na vagi Prodavca, prilikom ulaska vozila u krug Prodavca.

6.2 Utovar otpada u transportno sredstvo vrši Kupac, nakon čega se vrši merenje punog (utovarenog) vozila.

6.3 Na osnovu tako utvrđene količine otpada (razlika između težine punog i praznog vozila Kupca), Prodavac izdaje fakturu za plaćanje isporučenih količina.

6.4 Prilikom preuzimanja otpada, Kupac je saglasan da se kao merodavna i tačna prihvati vaga Prodavca.

4.4 The price does not include VAT.

4.5 The Contracting Parties have agreed that the waste referred to in Article 1 of this Contract shall be paid by the Buyer to the Seller by deferred payment, **within 5 days as of the date of the invoice issuance.**

4.6 The accompanying documentation is defined by the regulations that regulate the manner of handling the waste.

4.7 The Seller is not obligated to compensate the Buyer for the expenses which could incur upon the Buyer during the waste takeover which are not defined within this Contract, that is, within the Annexes to this Contract, except the additional, unexpected, necessary and reasonable expenses for the purpose of removal of a possible damage or a certain danger that the damage could occur (according to the Law).

PLACE OF DELIVERY AND TIME LIMITS

Article 5

5.1 The waste delivery location is the designated warehouse for this type of waste, located at the location of the Seller's branches, according to the delivery term **EX WORKS**, temporary warehouse of the Seller HBIS GROUP Serbia Iron & Steel llc Belgrade, at the location of the branch in Šabac, 15000 Šabac – **not loaded** into the Buyer's means of transportation, in accordance with the rules of INCOTERMS © 2010.

5.2 The Buyer is obligated to provide the transportation of the waste at its own expense, using the means of transportation which meets all the requirements for waste materials transportation, in accordance with legal regulations.

QUANTITATIVE AND QUALITATIVE RECEIPT

Article 6

6.1 The weighing of the Buyer's empty vehicle shall be performed on the Seller's scales, during the vehicle's entry onto the Seller's premises.

6.2 The loading of the waste into the means of transportation is performed by the Buyer, after which the weighing of the full (loaded) vehicle is performed.

6.3 Based on the quantities of the waste determined in such manner (the difference in the weight of the fully loaded and the empty vehicle of the Buyer), the Seller shall issue an invoice for the payment of the delivered quantities.

6.4 During the takeover of the waste, the Buyer agrees to accept the Seller's scales as relevant and accurate.

GARANCIJE

Član 7.

7.1 Ovlašćenje za obavljanje delatnosti: Kupac tvrdi i garantuje da je njegova firma kvalifikovana da obavlja posao koji je predmet ovog Ugovora i da ima sva potrebna prava, moći i autoritet da sklopi i ispunji ovaj Ugovor. Kupac je dužan da obezbedi sve važeće dozvole, rešenja, odnosno saglasnost nadležnog Ministarstva i drugih nadležnih organa, koje su predviđene za realizaciju ovog Ugovora.

7.2 Kupac garantuje da će obaveze iz ovog Ugovora, vršiti na način da se ne dovede u opasnost život i zdravlje ljudi, ne zagađuje životna sredina, obezbede i druge mere utvrđene zakonom.

POREZI, DOPRINOSI I RAČUNOVODSTVENA KONTROLA

Član 8.

8.1 Kupac je obavezan da u skladu sa članom 40. Zakona o porezu na dobit pravnih lica, obustavi i na propisan račun uplati porez po odbitku po stopi od 1% od iznosa koji se plaća Prodavcu.

Takodje je Kupac u obavezi da dostavi Prodavcu ODMAH potvrdu o visini uplaćenog iznosa poreza po ovom osnovu.

PROVERA I USAGLAŠAVANJE PODATAKA

Član 9.

9.1 Prodavac i Kupac će po potrebi vršiti proveru i računovodstveno usaglašavanje podataka u skladu sa važećim zakonskim propisima.

9.2 U slučaju nesaglasnosti podataka u vezi sa realizacijom konkretnog Ugovora, ugovorne strane su u obavezi da jedna drugoj omoguće uvid u dokumentaciju radi provere spornih podataka i njihovog usaglašavanja.

9.3 Posebno će se vršiti provera svih izveštaja, evidencija i zapisa vezanih za izmene i dopune ovog Ugovora, troškove reprezentacije, zabave, poklone i/ili posao, finansijske ili druge transakcije između Kupca i/ili njegovih saradnika i zaposlenih Prodavca, kao i druge dopuštene troškove Prodavca predviđene ovim Ugovorom.

WARRANTIES

Article 7

7.1 Operation: The Buyer states and warrants that its Company is qualified to perform the services subject to this Contract and that it has obtained all rights, powers and authority to enter and execute the present Contract. The Buyer is obligated to obtain all valid permits, decisions, approval from the competent Ministry and other competent authorities, stipulated for the execution of this Contract.

7.2 The Buyer guarantees that none of the services that it shall provide shall harm the life and health of people, or pollute the environment, also, that it shall provide all other measures stipulated by the Law.

TAXES, CONTRIBUTIONS, AND ACCOUNTING CONTROL

Article 8

8.1 The Buyer is obligated, pursuant to Article 40 of the Law on Corporate Profit Tax, to suspend and perform the payment of the withholding tax at the rate of 1% of the amount paid to the Seller into the prescribed account.

The Buyer is also obligated to IMMEDIATELY deliver to the Seller the confirmation on the amount of the tax paid on this basis.

DATA REVIEW AND COMPLIANCE

Article 9

9.1 The Seller and the Buyer shall, if needed, perform the review and accounting compliance of the data pursuant to the valid legal regulations.

9.2 In case of any data discrepancy related to the execution of this Contract, the Contracting Parties are obligated to make available to each other all documentation for the purpose of review of the disputed data and for their compliance.

9.3 All reports, records and transcripts related to the amendments and supplements of this Contract, costs of representations, gifts, entertainment and/or business, financial and other transactions between the Buyer and/or its associates and the Seller's employees as well as other allowed expenses of the Seller specified by this Contract shall be the subject of special reviews.

NAKNADA ŠTETE I OBEŠTEĆENJE

Član 10.

10.1 Kupac je dužan da posebno osigura otpad, jer troškovi osiguranja od momenta preuzimanja padaju na njegov teret.

10.2 Kupac je saglasan da će štiti, obešteti i osloboditi odgovornosti Prodavca, njegova predstavništva, poslovnice, zavisna preduzeća i sl., filijale kao i agente, zaposlene pravne sledbenike ili ovlašćena lica za sve zahteve, troškove ili sve vidove materijalne i nematerijalne štete koje može zahtevati bilo koji subjekt za telesne povrede, bolest, smrt, oštećenje imovine ili gubitak mogućnosti njenog korišćenja, kršenje zakona, zloupotrebu ili navodnu zloupotrebu po ovom Ugovoru ili koji proističu iz pitanja koja su regulisana ovim Ugovorom.

POSEBNE OBAVEZE KUPCA

Član 11.

11.1 Kupac je dužan da:

- izvrši poslove iz predmeta ovog Ugovora profesionalno i blagovremeno, saglasno Ugovoru i zakonima i propisima koji regulišu obavljanje ove delatnosti i dostavi dokaze da je ovlašćen za ovu vrstu delatnosti i postupanje sa otpadnom;
- da vrši utovar otpada koji je predmet ugovora
- dostavi dokaz da raspolaže odgovarajućim prevoznim sredstvima za prevoz otpada koji je predmet ugovora;
- Da otpad preuzima u skladu sa zahtevima i Potrebama Prodavca i to narednog dana po dobijanju poziva od strane Prodavca za preuzimanje predmetnog otpada.
- redovno obaveštava Prodavca o toku vršenja poslova, kao i o nastupanju eventualnih vanrednih događaja;
- odgovara za bilo kakve fizičke ili pravne nedostatke otpada u času prelaza rizika na Kupca, od momenta preuzimanja otpada, odnosno od momenta utovara otpada u prevozno sredstvo.
- Da prilikom preuzimanja otpada koji je predmet Ugovora, dostavljena dokumenta o kretanju

DAMAGE COMPENSATION AND INDEMNIFICATION

Article 10

10.1 The Buyer is obligated to provide special insurance for waste, because it shall bear the insurance expenses as of the moment of the waste materials takeover.

10.2 The Buyer has agreed to protect, compensate and release from responsibility the Seller, its branches, business offices, subsidiaries, and similar, as well as the agents, the employed legal representatives or authorized officials for all demands, expenses or all kinds of material and nonmaterial damage which can be demanded by any kind of person for body injuries, sickness, death, damage of the property or losing of possibility for its using, breaching the law, abuse or alleged abuse of this Contract or which come from the questions that are regulated by this Contract.

SPECIAL OBLIGATIONS OF THE BUYER

Article 11

11.1 The Buyer is obligated to:

- perform the works subject to this Contract professionally and timely, in compliance with the Contract and the laws and regulations which regulate the performance of this activity and to deliver evidence that it is authorized for this type of activity and the handling of waste;
- to perform the loading of the waste subject herein;
- submit evidence that it has at its disposal the appropriate means of transportation for the transportation of the subject waste,
- to take over the waste in accordance with the requests and needs of the Seller, on the following day after receiving the call from the Seller for the takeover of the subject waste;
- inform the Seller on the course of service performance regularly, as well as of occurrence of any possible extraordinary events;
- bear the responsibility for any physical or legal defects of the waste at the moment of the transfer of risk onto the Buyer, from the moment of taking over the waste, that is, from the moment of loading the waste into the means of transportation,
- Upon the takeover of the waste subject herein, to sign and verify the delivered documents on waste

otpada potpiše i overi i vrati vlasniku otpada u skladu sa Pravilnikom o obrascu dokumenta o kretanju otpada i uputstvu za njegovo popunjavanje ("Službeni glasnik RS", br. 114/2013)

- Operater koji preuzima otpad je u obavezi da postupi u skladu sa važećim dozvolama koje poseduje, koje kao Prilog br. 1, Prilog 2 i Prilog 3, čine sastavni deo ovog ugovora i u skladu sa drugim aktima nadležnih organa, a u cilju zakonitog delovanja i zaštite životne sredine;
- Kupac se obavezuje da ukupnu količinu otpada koju preuzme od Prodavca za vreme trajanja ovog ugovora, transportuje u „Nenad Promet“ d.o.o. (koji će isti skladištiti na osnovu ugovora i aneksa iz Priloga 2 ovog ugovora i vazeće dozvole koju poseduje iz Priloga 3 ovog ugovora).
- snosi svu odgovornost za postupanje sa otpadom u skladu sa zakonskim i podzakonskim aktima Republike Srbije koji regulišu postupanje sa otpadom, od trenutka preuzimanja otpada, odnosno utovara istog u prevozno sredstvo.

11.2 Kupac je u obavezi da Prodavcu dostavi vazeće dozvole na osnovu kojih upravlja otpadom, u skladu sa odredbama ovog ugovora, pre zaključenja ovog Ugovora.

BEZBEDNOSNA ODGOVORNOST

Član 12.

12.1 Kupac i sva druga lica koja angažuje Kupac u obavezi su da primenjuju i da se pridržavaju, dok su na Prodavčevom posedu, svih pravila i mera bezbednosti i zdravlja na radu ustanovljenih od strane Prodavca kao i propisa Republike Srbije o bezbednosti i zdravlju na radu, zaštiti na radu, zaštiti od požara i ostalih srodnih propisa, a na osnovu priloženih "Pravilnika o bezbednosti i zaštiti životne sredine".

12.2 Kupac je obavezan da preduzima sve razumne mere i predostrožnosti u cilju sprečavanja povreda ili smrti izvršilaca, svojih zaposlenih, zaposlenih Prodavca i trećih lica, i bice odgovoran za nastanak istih, kao i za štetu pricinjenu na imovini Prodavca.

12.3 Prodavac će upoznati Kupca sa organizacionim i rukovodećim principima aktivnosti u slučaju nepredviđenih događaja, eliminisanja rizika i opasnosti na mestima utovara otpada kao i sa planom za hitne

movement and return them to the waste owner in accordance with the Rulebook on the form of the document on waste movement and the Instruction for its completion ("Official Gazette RS", No. 114/2013)

- The Operator taking over the waste is obligated to act in accordance with the valid permits it possesses, which as **Attachment No 1, Attachment No 2, and Attachment No 3**, form an integral part of this Contract, in accordance with other acts of the competent authorities, and for the purpose of legal acting and environmental protection;
- The Buyer undertakes to transport the total quantity of the waste it takes over from the Seller during the validity period of this contract to Nenad Promet d.o.o. (which shall store it based on the contract and the annex referred to in Attachment 2 of this contract and the valid permit it possesses referred to in Attachment 3 of this contract).
- bear all the responsibility for the waste management in compliance with the laws and bylaws of the Republic of Serbia that regulate the waste management, from the moment of the waste takeover, that is, from its loading into the means of transportation.

11.2 The Buyer is obligated to submit to the Seller the valid permits based on which it operates the waste, in accordance with the provisions of this Contract, prior to the conclusion of this Contract.

SAFETY RESPONSIBILITY

Article 12

12.1 The Buyer, along with all other personnel hired by the Buyer are obligated, while on the Seller's property, to uphold all rules, safety and work health measures established by the Seller as well as regulations of the Republic of Serbia regarding safety and work health, work safety, fire safety and other similar regulations, all based on the attached "Rules on Safety and Environment Protection".

12.2 The Buyer shall, at all times, take all reasonable measures of precaution in the aim of preventing injuries or death of the performers, its own employees, the Seller's employees and third party personnel, and shall be responsible for their occurrence, as well as for the damage incurred to the Seller's property.

12.3 The Seller shall inform the Buyer about the organizational and managing general activities in case of extraordinary events, eliminating risks and dangers at the places for loading of the waste materials, as well

<p>slučajeve i procedurama u slučaju nesreća, vanrednih stanja i požara.</p> <p>12.4 Kupac je obavezan da svoje zaposlene upozna sa Prodavčevim standardima i propisima o zaštiti na radu i da ih se pridržava. Rukovodioci zaposlenih Kupca dužni su da sve zaposlene koji učestvuju u utovaru otpada, kao i sva lica čije je prisustvo na mestu gde će se vršiti utovar otpada poznato Kupcu, upoznaju sa pravilima o bezbednosti na radu na dokaziv način i da preduzmu mere neophodne za poštovanje tih pravila.</p> <p>12.5 Izveštavanje, istrage i evidentiranje nezgoda na radu, kao i spasavanje osoba pri nezgodama na radu preduzimaće se u skladu sa merodavnim pravom i internim propisima Prodavca.</p> <p>12.6 Svi zaposleni Kupca koji vrše utovar i prevoz otpada obavezni su da koriste sredstva za ličnu zaštitu na radu propisana za određeno mesto utovara otpada. Nošenje zaštitnih cipela, šlema i bezbednosnih naočara predstavlja minimum ovakve zaštite.</p> <p>12.7 Osnovni principi i procedure za izdavanje dozvola za ulazak za lica, motorna vozila i mehanizaciju, kao i opšti uslovi vezani za lične propusnice, biće regulisani u skladu sa važećim normativnim aktima Prodavca i uputstvima za to zaduženih zaposlenih Prodavca.</p> <p>12.8 Neophodno je da sva vozila, kamioni za isporuku, kombiji i druga vozila koji ulaze na posed Prodavca, poseduju alarm za kretanje unazad. Ukoliko vozilo – sredstvo ne poseduje automatski alarm isti se mora uključiti mehanički uz prisustvo dodatnog lica koje će obezbediti kretanje sredstva –vozila unazad.</p> <p>12.9 U slučaju incidenta učinjenog od strane Kupca (sa ili bez povrede svojih zaposlenih, zaposlenih Prodavca i svih drugih lica) dok je na posedu Prodavca, Kupac je dužan da u svakom takvom slučaju Prodavcu plati kaznu u iznosu od po 500 Evra u dinarskoj protivvrednosti za EUR po srednjem kursu NBS na dan zaduženja, u roku od 8 dana od dana zaduženja.</p> <p>12.10 Pod incidentom (sa ili bez povrede) u napred navedenom smislu podrazumeva se svako nesavesno ponašanje Kupca prilikom i/ili u vezi sa vršenjem predmetnih poslova, kojima se čini povreda propisanih pravila, mera, procedura i druge regulative ustanovljene od strane Prodavca.</p> <p>12.11 U slučaju nastanka štete pričinjene pomenutom povredom i/ili incidentom, Kupac se obavezuje da pored navedenog iznosa Prodavcu u celosti</p>	<p>as the plan for emergency cases and procedures in cases of accidents, states of emergency and fire.</p> <p>12.4 The Buyer is obligated to instruct its employees on the Seller's occupational safety regulations and standards in force and comply with their provisions. The Buyer's head employees shall instruct all employees participating in loading of the waste materials, as well all persons present at the site for loading of the waste material with the Buyer's knowledge, on the safety regulations in a provable manner and they shall take measures necessary for the observance thereof.</p> <p>12.5 Reporting, investigation and recording of occupational accidents, as well as the rescuing of persons in occupational accidents, are to be performed in compliance with the governing law and Seller's internal policies.</p> <p>12.6 All employees of the Buyer who perform the loading and transportation of the waste are obligated to use personal occupational safety protection aids that are prescribed for given site for loading of the waste materials. Usage of safety shoes, hardhats and safety glasses shall be the minimum of such protection.</p> <p>12.7 Basic principles and procedures at entry-permission arranging for the individuals, motor vehicles and machinery and the general terms related to identification cards are regulated in accordance with the Seller's normative acts in force and instructions of the Seller's employees in charge with that.</p> <p>12.8 Back-up alarms are required for all construction vehicles, delivery trucks, vans and other vehicles entering the Seller's premises. If the vehicle does not have this kind of alarm, it has to be installed in the presence of officials securing the vehicle reverse movement.</p> <p>12.9 In case of an incident performed by the Buyer (with or without injury of its employees, the Seller's employees and all other persons) while on the Seller's property, the Buyer shall be obligated to pay to the Seller, for each such instance, a 500 Euro fine in RSD equivalent value for EUR, based on the middle exchange rate of the NBS on the debt creation day, within 8 days as of the day of debt creation.</p> <p>12.10 The term incident (with or without injury) in the above stated sense shall mean any unconscientious behaviour of the Buyer while and/or in regards to performing the mentioned services, thereby violating the prescribed rules, measures, procedures and other regulations determined by the Seller.</p> <p>12.11 In case of damage being made due to the mentioned violation and/or incident, the Buyer shall be obligated, aside from the stated amount, to fully</p>
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nadoknadi pričinjenu štetu u skladu sa odredbama Ugovora.

POSEBNE OBAVEZE PRODAVCA

Član 13.

13.1 Prodavac je dužan da:

- postupa sa otpadom u skladu sa Zakonima, Uredbama i Pravilnicima koji regulišu ovu oblast;
- Otpad isporuči nakon dobijanja Izveštaja o ispitivanju otpada;
- Da prilikom svake isporuke dostavi Kupcu dokumenta o kretanju otpada u skladu sa važećim zakonskim propisima koji regulišu ovu oblast odnosno u skladu sa Pravilnikom o obrascu dokumenta o kretanju otpada i uputstvu za njegovo popunjavanje ("Službeni glasnik RS" br. 114/2013);
- vodi urednu evidenciju;
- izvršava druge obaveze predviđene ovim Ugovorom.

POVERLJIVOST

Član 14.

14.1 Bilo kakva tehnička, vlasnička ili poslovna informacija koju ugovorne strane daju jedna drugoj, biće čuvana u tajnosti i neće biti otkrivena nijednoj trećoj strani, niti upotrebljena na bilo koji drugi način osim za preduzimanje aktivnosti neophodnih za ispunjenje svojih obaveza iz ovog ugovora.

OSLOBAĐANJE OD ODGOVORNOSTI

Član 15.

15.1 Ugovorne strane mogu biti oslobođene od odgovornosti u određenim slučajevima koji su nastupili nezavisno od njihove volje.

15.2 Nastale okolnosti nezavisno od volje stranaka, koje ni pažljiva stranka ne bi mogla izbeći, niti otkloniti njihove posledice, smatraće se kao slučajevi koji oslobađaju od odgovornosti, ako su nastali posle zaključenja ugovora, a sprečavaju njegovo potpuno ili delimično izvršenje.

15.3 Pod pojmom više sile smatraju se spoljni i vanredni događaji koji nisu postojali u vreme potpisivanja ugovora, koji su nastali mimo volje i moći

compensate all damage to the Seller, all in accordance with the provisions of the Contract.

SPECIAL OBLIGATIONS OF THE SELLER

Article 13

13.1 The Seller is obligated to:

- handle the waste in accordance with the Laws, Statutes and Rules that regulate this kind of activity;
- Deliver the waste after receiving the Report on Waste Inspection;
- Upon each delivery, submit to the Buyer the documents on the movement of waste in accordance with the valid legal regulations regulating this area, i.e. in accordance with the Rulebook on the form of the document on waste movement and the Instruction for its completion ("Official Gazette RS", No. 114/2013);
- keep organized records;
- perform all other obligations defined by this Contract.

CONFIDENTIALITY

Article 14

14.1 Any and all technical, proprietary or business information given by the Contracting Parties to each other shall be kept as confidential and shall neither be disclosed to any third party, nor used in any other manner except in order to take the actions required for meeting the respective obligations stipulated herein.

RELEASE FROM RESPONSIBILITY

Article 15

15.1 The Contracting parties can be released from responsibility in certain circumstance which occurred irrespective of the will of the Parties.

15.2 Circumstances which occurred regardless of the will of the Parties and which could neither be avoided nor remedied by any observant party will be considered as events that release from responsibility if they occurred after the conclusion of this Contract and they prevent its fully or partial implementation.

15.3 External and extraordinary events not existing at the time of the signing of the Contract, that occurred irrespective of the will and power of the Contracting

ugovornih strana, čije nastupanje i dejstvo strane nisu mogle sprečiti merama i sredstvima koja se mogu u konkretnoj situaciji opravdano tražiti i očekivati od strane koja je pogođena višom silom.

15.4 Slučajevi više sile uključuju bez ograničenja sledeće događaje: rat i ratna dejstva, opštu mobilizaciju, opšti štrajk i štrajk u preduzećima ugovornih strana, nemire, epidemije, požar, eksplozije, saobraćajne i prirodne katastrofe (npr. zemljotres, oluja, poplava, i dr.), akti organa vlasti od uticaja na izvršenje obaveza i svi drugi događaji i okolnosti koje nadležni organ priznaje i proglašuje kao slučajeve više sile.

15.5 Strana pogođena višom silom treba odmah telegramom ili teleksom da obavesti drugu stranu o nastanku, vrsti i eventualnom trajanju više sile, odnosno drugih okolnosti koje sprečavaju izvršenje ugovorne obaveze. Ako se blagovremeno ne javi nastupanje navedenih okolnosti iz odredaba ovog člana, stranka koja je tom okolnošću pogođena gubi pravo da se poziva na nju, izuzev ako sama ta okolnost ne sprečava slanje takvog obaveštenja.

15.6 Za vreme trajanja više sile i drugih okolnosti koje oslobađaju od odgovornosti, obaveze ugovornih strana miruju i ne primenjuju se sankcije zbog neizvršenja ugovornih obaveza u roku.

15.7 Nastupanje okolnosti iz ovog člana, pod uslovom da je postupljeno u smislu stava 5. ovog člana produžava rok za ispunjenje ugovornih obaveza i to za period koji po svom trajanju u celini odgovara trajanju nastale okolnosti i razumnog roka za otklanjanje posledice tih okolnosti.

ŠTETNE I OPASNE MATERIJE

Član 16.

16.1 Kupac garantuje da ništa od supstanci koje je koristio za vršenje poslova po ovom Ugovoru, ne sadrži azbest. U slučaju da se pri vršenju poslova koristi bilo koja druga opasna supstanca koja se takvom smatra na osnovu domicilnog zakona, Kupac garantuje da će takvu štetnu materiju-supstancu, njeno pakovanje i transport uskladiti sa svim važećim zakonima i normama koje se odnose na zaštitu zdravlja i životne sredine. Kupac je dužan da obavesti Prodavca o sadržaju štetnih materija-supstanci, pre njihove otpreme.

Parties, whose occurrence and effects could not be prevented by measures and means which could reasonably be requested and expected from the affected Party for the actual situation, are considered to be cases of Force Majeure.

15.4 Cases of Force Majeure include, but are not limited to, the following events: war and war operations, mobilization, general strike and strikes in companies of the Contracting Parties, riots, epidemics, fires, explosions, traffic accidents and natural disasters (earthquake, storms, flood, etc.), acts of government authorities which influence the performance of obligations, and all other events and circumstances acknowledged and declared by the competent authority as cases of Force Majeure.

15.5 The Party suffering an event of Force Majeure should immediately notify the other Party by cable or telex on occurrence, type and possible duration of the Force Majeure, that is, other circumstances preventing it from performing its contracted obligations. Should a Party fail to timely notify on the occurrence of the circumstances referred to in this article, the Party suffering this event shall lose the right to call on it, unless the very event prevents the sending of such notification.

15.6 During the Force Majeure and other circumstances, which result in a release from responsibility, obligations of the Seller and the Buyer are suspended and no sanctions are applied due to non-performance of contracted obligations within the agreed term.

15.7 The occurrence of a circumstance stipulated herein, subject to acting as referred to under Item 5 here above, will extend the term for fulfilling the contracted obligations for the time period equal fully to the duration of the occurred event and a reasonable term required for remedying the consequences of such events.

HARMFUL AND DANGEROUS MATERIALS

Article 16

16.1 The Buyer guarantees that none of the substances that it used for performing the services subject to this Contract contain asbestos. In case that, during performing services, any other hazardous substance is used, which is considered such on the basis of Serbian Law, the Buyer guarantees that it shall comply such harmful material-substance, its packing and transport with all valid laws and standards applied on health and environment protection. The Buyer is obligated to inform the Seller about the contents of harmful materials-substances, before their dispatch.

<p style="text-align: center;">RASKID UGOVORA</p> <p style="text-align: center;">Član 17.</p> <p>17.1 Ovaj Ugovor se može raskinuti:</p> <ul style="list-style-type: none"> - Pismenim sporazumom ugovornih strana sa otkaznim rokom od 8 (osam) dana, osim ako se ugovorne strane ne saglase o kraćem periodu; - Jednostrano u slučaju da druga ugovorna strana učini povredu bilo koje odredbe ovog Ugovora, u kom slučaju raskid Ugovora stupa na snagu danom prijema obaveštenja o raskidu; - Jednostrano na inicijativu bilo koje ugovorne strane, bez navođenja razloga za raskid Ugovora uz poštovanje otkaznog roka od 8 (osam) dana; - Obe ugovorne strane mogu da raskinu ovaj Ugovor u slučaju da po zaključenju Ugovora nastupe promenjene okolnosti ili okolnosti koje otežavaju ispunjenje obaveze jedne ugovorne strane ili ako se zbog njih ne može ostvariti svrha Ugovora, a koje se nisu mogle predvideti u trenutku potpisivanja Ugovora, u kom slučaju raskid Ugovora stupa na snagu danom prijema obaveštenja o raskidu. <p>17.2 Svaka ugovorna strana je dužna da izmiri sve svoje obaveze nastale do dana raskida ovog Ugovora.</p>	<p style="text-align: center;">TERMINATION OF THE CONTRACT</p> <p style="text-align: center;">Article 17</p> <p>17.1 This Contract can be terminated:</p> <ul style="list-style-type: none"> - By written agreement of the Contracting Parties, with a 8 (eight) day termination notice, unless the parties agree on a shorter period; - Unilaterally, in case the other party commits a breach of any of this Contract's provisions in which case the termination shall become effective as of the day of receiving the notice regarding such termination; - Unilaterally, pursuant to the initiative from any party, without stating the termination cause, while honouring the termination notice period of 8 (eight) days; - Both parties are entitled to terminate this Contract in case that after the conclusion of the Contract altered or aggravating circumstances occur, making it difficult for a party to fulfil its obligations, or if they are such so that the purpose of the contract cannot be achieved, which could not have been foreseen at the moment the Parties signed this Contract, in which case the termination of the contract shall become effective as of the moment of receiving the termination notice. <p>17.2 Each Contracting Party is obligated to settle all of its obligations which occurred up to the day of the Contract's termination.</p>
<p style="text-align: center;">STUPANJE NA SNAGU I TRAJANJE UGOVORA</p> <p style="text-align: center;">Član 18.</p> <p>18.1 Ovaj Ugovor stupa na snagu kada ga potpišu obe ugovorne strane. Datumom stupanja na snagu smatra se datum poslednjeg potpisa Ugovornih strana.</p> <p>18.2 Ovaj Ugovor će trajati zaključno sa 20.12.2021. godine.</p> <p style="text-align: center;">IZMENE I DOPUNE UGOVORA</p> <p style="text-align: center;">Član 19.</p> <p>19.1 Izmene i dopune ovog Ugovora mogu se vršiti samo pisanim putem. Biće punovažne i obavezujuće ugovorne strane samo one izmene i dopune koje su sačinjene u formi aneksa ovog Ugovora.</p>	<p style="text-align: center;">EFFECTIVENESS AND VALIDITY OF THE CONTRACT</p> <p style="text-align: center;">Article 18</p> <p>18.1 The present Contract shall come into force when signed by both Contracting Parties. The date of the latest signature of the Parties hereto shall be deemed as the effective date.</p> <p>18.2 This contract shall be valid through December 20th, 2021.</p> <p style="text-align: center;">AMENDMENTS AND SUPPLEMENTS TO THE CONTRACT</p> <p style="text-align: center;">Article 19</p> <p>19.1 Amendments and supplements to the present Contract shall be made in writing only. Only those amendments and supplements shall be valid and binding upon the Contracting Parties which are made in the form of an Annex to this Contract.</p>

USTUPANJE UGOVORA

Član 20.

20.1 Ugovorne strane su saglasne da se prenos ovog Ugovora o prodaji otpada, može izvršiti na treća lica samo uz prethodnu saglasnost druge ugovorne strane.

20.2 Pristanak na ustupanje ugovora je punovažan samo ako je dat u zakonom propisanoj pisanoj formi za ustupljeni ugovor.

REŠAVANJE SPOROVA

Član 21.

21.1 Sve eventualne sporove i nesporazume koji bi mogli nastati iz ovog ugovora, ugovorne strane će pokušati da reše sporazumno.

21.2 Ukoliko ugovorne strane ne postignu sporazumno rešenje, za rešavanje sporova nadležan je Privredni sud u Požarevcu.

ZAVRŠNE ODREDBE

Član 22.

22.1 Za sve što nije predviđeno ovim ugovorom, primenjivaće se pozitivni zakonski propisi, a posebno propisi koji se odnose na zaštitu životne sredine.

22.2 Ovaj ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih svaka ugovorna strana zadržava po 2 (dva) primerka.

ASSIGNMENT OF CONTRACT

Article 20

20.1 The Contracting Parties have agreed that the transfer of this Contract on the Sale of Waste can be performed onto third parties only with the previous consent of the other Contracting Party.

20.2 The consent for the assignment of the Contract is valid only if it is provided in the written form established by the Law for an assigned contract.

SETTLEMENT OF DISPUTES

Article 21

21.1 The Contracting Parties shall try to amicably settle all possible disputes and misunderstandings arising from the present Contract.

21.2 If the Contracting Parties do not reach a mutual resolution, the competence of the Commercial Court in Požarevac shall be agreed upon for the resolution of the disputes.

FINAL PROVISIONS

Article 22

22.1 Governing legal regulations, and especially environmental protection regulations, shall be applied to all the circumstances not stipulated by the present Contract.

22.2 The Present Contract has been created in 4 (four) identical counterparts, 2 (two) of which shall be retained by each Contracting Party.

HBIS GROUP Serbia Iron & Steel d.o.o.
Beograd



Datum/Date:

BLUBIS DOO NOVI BEOGRAD

Zvonimir Marinković
(Direktor / Director)

Datum/ Date: