

Broj 166Datum 25.05 2020 god.
BEOGRADHBIS GROUP Serbia
Iron & Steel d.o.o. BeogradBroj: 324Datum: 21.05.2020 (2)UGOVOR O PRODAJI OPASNOG
OTPADA

Zaključen između:

HBIS GROUP Serbia Iron & Steel d.o.o. Beograd
Adresa sedišta: Bulevar Mihajla Pupina 6,
Beograd-Noví Beograd, 11000 Beograd, Srbija
Adresa za prijem pošte: Radinac,
11300 Smederevo, Srbija,
koje zastupa Sihai Song, direktor ili
Zhao Jun, 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

**Privredno Društvo za promet i usluge Reciklažni
centar MML d.o.o. Beograd - Zvezdara**

koga zastupa: Direktor Jelana Lukić

(u daljem tekstu: **Kupac**)Adresa: ulica Dvadesetdevetog novembra 11V -
11050 Beograd

Matični broj: 21141178

PIB: 109201118

Poslovna banka: Banka Intesa Beograd

Dinarski račun br: 160000000044052626

PREDMET UGOVORA

Član 1.

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

**Opasnog otpada - otpadne elektronske opreme
indeksnog broja 16 02 13***

(u daljem tekstu: **otpad**),

u količini od cca 20 t, koje će Prodavac generisati
za vreme trajanja ovog Ugovora na lokaciji HBIS
GROUP Serbia Iron & Steel d.o.o. Beograd,
ogranak Smederevo – Radinac i ogranak Šabac.

1.2 Predmetni otpad, Kupac će kao operater kupiti
radi vršenja skladištenja ove vrste otpada.

1.3 Količine otpada koje su predviđene ovim

CONTRACT ON THE SALE OF HAZARDOUS
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
Zhao Jun, or Wei Dongming, under 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

**Privredno Društvo za promet i usluge Reciklažni
centar MML d.o.o. Beograd - Zvezdara**

represented by the Director Jelana Lukić

(hereinafter: **the Buyer**)Address: Dvadesetdevetog novembra Street 11V -
11050 Belgrade

Reg. No.: 21141178

Tax ID No.: 109201118

Bank: Banka Intesa Beograd

Domestic account No.: 160000000044052626

SUBJECT OF THE CONTRACT

Article 1

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

**Hazardous waste - waste electronic equipment
of the index No. 16 02 13***

(hereinafter: **the Waste**),

in the quantity of approximately 20 tons, that shall
be generated by the Seller during the validity period
of this Contract at the location of HBIS GROUP
Serbia Iron & Steel llc. Belgrade, the Branch of
Smederevo - Radinac and the Branch of Šabac.

1.2 The Buyer, as the operator, shall buy the waste
subject herein for the purpose of the storage of this
type of waste material.

1.3 The quantities of waste stipulated herein

<p>Ugovorom predstavljaju okvirne količine koje Prodavac može da 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 kako manja tako i veća od ugovorene količine. Ukupno isporučene količine će zavisići od stvarnih količina otpada koji se generiše na lokaciji Prodavaca, a koje će Prodavac sukcesivno isporučivati Kupcu tokom trajanja ovog Ugovora u skladu sa ugovorenim odredbama.</p> <p>1.4 Otpad iz predmeta ovog Ugovora se prodaje u viđenom stanju, bez garancije kvaliteta i prava na reklamaciju.</p> <p>1.5 Kupac poseduje važeće dozvole za upravljanje opasnim otpadom koji je predmet Ugovora i to :</p> <p>1. Rešenje o izdavanju dozvole za tretman odnosno skladištenje neopasnog i opasnog otpada i ponovno iskorišćenje neopasnog otpada V-04 broj 501.6-43/2016 od 29.12.2016.god. god. izdate od Republike Srbije, Grada Beograda, Gradska uprava grada Beograda, Sekretarijat za zaštitu životne sredine</p> <p>2. Rešenje o izdavanju integralne dozvole za sakupljanje i transport neopasnog i opasnog otpada na teritoriji Republike Srbije broj 19-00-00141/2016-16. od 28. 4. 2016. god. izdate od strane Republike Srbije, Ministarstva poljoprivrede i životne sredine.</p> <p>1.6 Navedena Rešenja čine sastavni deo ovog Ugovora, kao Prilog br. 1.</p>	<p>represent the frame quantities which the Seller can supply throughout the validity period of this Contract. The Seller does not guarantee the stipulated quantities of the waste, whereas the Buyer has agreed that the actual quantity of the waste supplied by the Seller can be both smaller and greater than the contracted quantities. The total delivered quantities shall depend on the actual quantities of the waste generated at the Seller's location, which the Seller shall deliver to the Buyer successively during the validity period of this Contract all pursuant to the contracted provisions.</p> <p>1.4 The waste subject herein is sold in the "as is" condition, without any quality warranties or rights to a claim.</p> <p>1.5 The Buyer possesses valid permits for the management of the subject hazardous waste, specifically:</p> <p>1. The Decision on issuing the permit for the treatment, that is, storage of non-hazardous and hazardous waste and the reuse of non-hazardous waste, V-04 No. 501.6-43/2016, dated December 29th, 2016, issued by the Republic of Serbia, the City of Belgrade, the City Administration of the City of Belgrade, the Secretariat for Environmental Protection</p> <p>2. The Decision on issuing the integral permit for the collection and transport of non-hazardous and hazardous waste on the territory of the Republic of Serbia No. 19-00-00141/2016-16, dated April 28th, 2016, issued by the Republic of Serbia, the Ministry of Agriculture and Environmental Protection.</p> <p>1.6 The stated Decisions form an integral part of this Contract as Attachment No.1.</p>
<p style="text-align: center;">Član 2.</p> <p>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.</p>	<p style="text-align: center;">Article 2</p> <p>2.1 The Contracting Parties hereby make the present Contract on the Sale of Waste with determined deadlines and conditions of sale to be applied to the waste referred to in Article 1 herein.</p>
<p style="text-align: center;">Član 3.</p> <p>3.1 Prodavac će otpad privremeno skladištiti u skladu sa zakonskim propisima koji regulišu postupanje sa opasnim otpadom.</p> <p>3.2 Ugovorne strane se obavezuju da će sakupljanje, utovar, transport i tretman 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,</p>	<p style="text-align: center;">Article 3</p> <p>3.1 The Seller shall store the waste on a temporary basis in accordance with the legal regulations regulating the handling of hazardous waste.</p> <p>3.2 The Contracting parties are obligated to perform the collection, loading, transport, and treatment of the subject waste in accordance with the Environmental Protection Law (Official Gazette of the Republic of Serbia No. 135/2004, 36/2009, 36/2009 -</p>

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 opasnog otpada i uputstvu za njegovo popunjavanje ("Službeni glasnik RS br.17/2017), kao i u skladu i sa drugim zakonskim i podzakonskim aktima koji regulišu postupanje sa opasnim otpadom koji je predmet ovog ugovora.

3.3 Preuzimanje otpada obuhvata vršenje prevoza otpada sa lokacije Prodavca na lokaciju Kupca, 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:

- Otpadna elektronska oprema..... 25.820,00 RSD/t

4.2 Cena je utvrđena na paritetu EX WORKS HBIS GROUP Serbia Iron & Steel d.o.o. Beograd, ogranak Smederevo - Radinac i ogranak Šabac neutovareno.

4.3 U cenu nije uračunat (PDV).

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

4.5 Ugovorne strane su saglasne da će otpad iz člana 1.ovog Ugovora, Kupac plaćati Prodavcu avansno, na osnovu profakture koje će Prodavac ispostavljati Kupcu sukcesivno, u zavisnosti od količina otpada koje se mogu obezbediti za isporuku u momentu izdavanja profakture.

4.6 Isporuka otpada vršiće se sukcesivno, na poziv Prodavca, samo do iznosa uplaćenog avansa.

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

4.8 Prodavac nije u obavezi da Kupcu nadoknadi troškove koje Kupac može imati tokom preuzimanja otpada, a koji nisu ovim Ugovorom predviđeni, osim naknadnih, nepredviđenih, neophodnih i razumnih

other law and 72/2009 - other law, 43/2011 - the CC decision, 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 hazardous waste movement and the Instruction for its completion ("Official Gazette RS", No. 17/2017), as well as in accordance with all other legal and sub-legal acts regulating the management of the subject hazardous waste.

3.3 The takeover of the waste includes the transportation of the waste from the Seller's to the Buyer's location, the delivery of waste materials, the measures which must be taken for transport preparation during packing, loading, unloading, weighing and all other accompanying operations with the waste, as well as the takeover of the transportation documents.

PRICE, MANNER AND TERMS OF PAYMENT

Article 4

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

- Waste electronic equipment.... 25,820.00 RSD/t

4.2 The price has been established according to the delivery term EX WORKS HBIS GROUP Serbia Iron & Steel llc Belgrade, the branch of Smederevo - Radinac and the branch of Šabac - not loaded.

4.3 The price does not include VAT.

4.4 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.

4.5 The Contracting Parties have agreed that the Buyer shall perform advance payments to the Seller for the waste defined in Article 1 of this Contract, based on the pro-forma invoices which the Seller shall issue to the Buyer successively, depending on the quantities of the waste that are available for delivery at the moment of the pro-forma invoice issuance.

4.6 The delivery of the waste shall be performed successively, at the Seller's call, only up to the amount of the performed advance payment.

4.7 The accompanying documentation is defined by the regulations that regulate the manner of waste treatment.

4.8 The Seller is not obligated to compensate the Buyer for the expenses which could incur upon the Buyer during the waste takeover and which are not stipulated by this Contract, except for additional,

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 predviđeno skladište ove vrste otpada, koje se nalazi na lokaciji Prodavca.

5.2 Kupac se obavezuje da obezbedi utovar i prevoz otpada o svom trošku, prevoznim sredstvom koje ispunjava uslove za prevoz opasnog 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 vozilo 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 ispostavlja fakturu za plaćanje isporučenih količina.

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

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.

unexpected, necessary and reasonable expenses for the removal of possible damage or certain risk of damage occurrence (according to the Law).

PLACE OF DELIVERY AND TIME LIMITS

Article 5

5.1 The waste delivery location is the warehouse designated for this type of waste, placed at the Seller's location.

5.2 The Buyer is obligated to provide the loading and transportation of the waste at its own expense, using a means of transportation that meets all the requirements for hazardous waste transportation, pursuant to 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, immediately upon the vehicle's entry onto the Seller's premises.

6.2 The loading of the waste into the transportation vehicle shall be performed by the Buyer, after which the full (loaded) vehicle shall be weighed.

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

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

WARRANTIES

Article 7

7.1 Authorization for the performance of the business activity: The Buyer states and warrants that its Company is qualified to perform the work 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 current permits, decisions, i.e. approval from the competent Ministry and other competent authorities, required for the execution of this Contract.

7.2 The Buyer guarantees that it shall perform the obligations arising from this Contract in such a manner so as not to jeopardize the life and health of people, not to pollute the environment, and that other measures stipulated by the law are ensured.

**POREZI, DOPRINOSI I RAČUNOVODSTVENA
KONTROLA**

Član 8.

8.1 Porezi i doprinosi: Kupac je odgovoran i oslobađa svake odgovornosti Prodavca od obaveza obračuna, izveštavanja, zavođenja i plaćanja svih (1) doprinosa, poreza i premija naplativih po pozitivnim zakonskim propisima Republike Srbije.

8.2 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 isplaćene naknade.

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.

NAKNADA ŠTETE I OSIGURANJE

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 štiliti, obešteti i osloboditi odgovornosti Prodavca, 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 ili zloupotrebu po ovom Ugovoru.

**TAXES, CONTRIBUTIONS AND ACCOUNTING
CONTROL**

Article 8

8.1 Taxes and contributions: The Buyer is responsible for and releases the Seller from every responsibility of accounting duty, reporting, recording and payment of all (1) contributions, taxes and premiums that are collectible pursuant to the valid legal regulations of the Republic of Serbia.

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

DATA REVIEW AND COMPLIANCE

Article 9

9.1 The Seller and the Buyer shall, if needed, perform the review and accounting harmonization of 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 its harmonization.

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.

COMPENSATION OF DAMAGE AND INSURANCE

Article 10

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

10.2 The Buyer has agreed to protect, indemnify and release from responsibility the Seller from all demands, expenses or all kinds of material and nonmaterial damage which can be demanded by any subject for bodily injuries, sickness, death, damage to property or loss of use thereof, breaking of the law, abuse of this Contract.

POSEBNE OBAVEZE KUPCA	SPECIAL OBLIGATIONS OF THE BUYER
Član 11.	Article 11
<p>11.1 Kupac je dužan da:</p> <ul style="list-style-type: none"> - 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 opasnim otpadom. - dostavi dokaz da raspolaže odgovarajućim prevoznim sredstvima za prevoz opasnog otpada koji je predmet ugovora, - 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, bez obzira na to da li mu je to bilo poznato; - da postupa sa otpadom u skladu sa propisanim Zakonima, Uredbama i Pravilnicima koji regulišu ovu oblast upravljanja opasnim otpadom i snosi svu odgovornost za način postupanja sa otpadom; - da odmah nakon potpisivanja ugovora, na email adresu lpantovic@hbisserverbia.rs dostavi: tačno ime prevoznika otpada iz APR-a, PIB i matični broj prevoznika, registarski broj prevoznog sredstva, rute kretanja, broj dozvole prevoznika i datum njenog izdavanja, odgovorno lice prevoznika i brojeve telefona <p>kao i</p> <p>PIB i matični broj primaoca otpada, tačan naziv iz APR-a primaoca otpada, odgovorno lice primaoca otpada, broj dozvole primaoca otpada i datum njenog izdavanja, i brojeve telefona</p> <p>III</p> <p>Popunjen obrazac dokumenta o kretanju opasnog otpada u delu C i D</p> <p>Na osnovu ovako dobijenih podataka, Prodavac će u skladu sa važećim zakonskim propisima odnosno Pravilnikom o obrascu dokumenta o kretanju opasnog otpada, obrascu prethodnog obaveštenja, načinu njegovog dostavljanja,</p>	<p>11.1 The Buyer is obligated to:</p> <ul style="list-style-type: none"> - execute 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 deliver evidence that it is authorized for this type of activity and the handling of hazardous waste. - submit evidence that it has at its disposal the appropriate means of transportation for the transport of the subject hazardous waste, - regularly inform the Seller on the course of work performance, as well as on the occurrence of 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 the waste takeover, that is, from the moment the waste is loaded onto the means of transportation, regardless of whether it was aware of such defects; - handle the waste in accordance with the prescribed Laws, Decrees and Rulebooks which regulate this area of hazardous waste management and bear all responsibility for the manner of handling the waste; - deliver the following information to the email address lpantovic@hbisserverbia.rs immediately after the signing of the contract: the exact name of the waste carrier from the Business Registers Agency, the Tax ID No. and the Company ID No. of the carrier, the registration number of the means of transportation, the movement routes, the number of the carrier's permit and the date of its issuance, the carrier's responsible person and phone numbers, as well as: the Tax ID No. and the Company ID No. of the waste recipient, the exact name of the waste recipient from the Business Registers Agency, the waste recipient's responsible person, the number of the waste recipient's permit and the date of its issuance, as well as the phone numbers, or: <p>a filled out form of the document on hazardous waste movement in the section C and D,</p> <p>Based on the information received in such manner, the Seller shall, in accordance with valid legal regulations, i.e. the Rulebook on the form of the document on hazardous waste movement, the form of the previous notification, the manner of its delivery,</p>

uputstvu za njihovo popunjavanje ("Sl. glasnik RS", br. 17/2017) izvršiti prethodno obaveštenje o načinu kretanja otpada koji je predmet Ugovora, odnosno u skladu sa važećim propisima popuniti Dokument o kretanju opasnog otpada.

- da prilikom preuzimanja otpada koji je predmet Ugovora, dostavljena dokumenta o kretanju opasnog otpada potpiše i overi i vrati Vlasniku otpada u skladu sa Pravilnikom o obrascu dokumenta o kretanju opasnog otpada i uputstvu za njegovo popunjavanje ("Službeni glasnik RS" br. 17/2017)

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 Prodavaca 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 slučajeve i procedurama u slučaju nesreća, vanrednih stanja i požara.

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.

and the instruction for their completion ("Official Gazette RS", no. 17/2017), perform the previous notification on the manner of movement of the subject waste, i.e. fill out the Document on hazardous waste movement in accordance with the valid regulations.

- during the takeover of the waste subject herein, sign and validate the delivered documents on hazardous waste movement and return them to the waste owner in accordance with the Rulebook on the form of the document on hazardous waste movement and the Instruction for its completion ("Official Gazette RS", No. 17/2017)

11.2 The Buyer is obligated to submit to the Seller the valid permits on the basis of which it handles the waste, in accordance with the provisions of this Contract, prior to the conclusion of the 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 and apply all rules, safety and work health measures established by the Seller, as well as the regulations of the Republic of Serbia regarding safety and work health, work safety, fire safety and other similar regulations, all based on the attached "Rulebooks on Safety and Environmental Protection".

12.2 The Buyer shall, at all times, take all reasonable measures and precautions with 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 caused to the Seller's property.

12.3 The Seller shall inform the Buyer about the organizational and managing principles of activities in case of extraordinary events, eliminating risks and dangers at the places for loading of the waste materials, as well as about the plan for emergency cases and procedures in the event of accidents, extraordinary situations and fires.

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 the loading of the waste materials, as well as all persons whose presence at the site for loading of the waste material is known to the Buyer, on the safety regulations in a provable way and they shall take measures necessary for the observance thereof.

<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>12.5 Reporting, investigation and registration of occupational accidents and the rescuing of persons in occupational accidents are to be performed in compliance with the governing law and the Seller's internal policies.</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>12.6 All employees of the Buyer who perform the loading and transport of the waste are obligated to use personal occupational safety protection aids that are prescribed for the given site for loading of the waste materials. Wearing safety shoes, hardhats and safety glasses represents the minimum of such protection.</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>12.7 Basic principles and procedures at entry-permission arranging for individuals, motor vehicles and mechanization and the general terms of identification cards are regulated in accordance with the Seller's normative acts in force and the instructions of the Seller's authorized employees.</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>12.8 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 automatic alarm, it has to be turned on mechanically in the presence of an additional person securing the vehicle's reverse movement.</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>12.9 In case of an incident performed by the Buyer (with or without injury to 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 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>12.10 The term incident (with or without injury) in the above stated sense shall mean any unconscientious behavior of the Buyer while and/or in regards to performing the subject works, thereby violating the prescribed rules, measures, procedures and other regulations determined by the Seller.</p>
<p>12.11 U slučaju nastanka štete pričinjene pomenutom povredom i/ili incidentom, Kupac se obavezuje da pored navedenog iznosa Prodavcu u celosti nadoknadi pričinjenu štetu u skladu sa odredbama Ugovora.</p>	<p>12.11 In case of damage made due to the mentioned violation and/or incident, the Buyer shall be obligated, aside from the stated amount, to fully compensate the Seller for all the damage, in accordance with the provisions of the Contract.</p>
<p>POSEBNE OBAVEZE PRODAVCA</p>	<p>SPECIAL OBLIGATIONS OF THE SELLER</p>
<p>Član 13.</p>	<p>Article 13</p>
<p>13.1 Prodavac je dužan da:</p>	<p>13.1 The Seller is obligated to:</p>
<p>- postupa sa otpadom u skladu sa Zakonima, Uredbama i Pravilnicima koji regulišu ovu oblast;</p>	<p>- treat the waste in accordance with the Laws, Decrees and Rulebooks that regulate this area;</p>

- Otpad isporučiti nakon dobijanja Izveštaja o ispitivanju otpada.

- da prilikom svake isporuke dostavi Kupcu dokumenta o kretanju opasnog otpada u skladu sa važećim zakonskim propisima koji regulišu ovu oblast odnosno u skladu sa Pravilnikom o obrascu dokumenta o kretanju opasnog otpada i uputstvu za njegovo popunjavanje ("Službeni glasnik RS" br. 17/2017)

- 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 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

- deliver the waste after receiving the Report on Waste Inspection.

- upon each delivery, submit to the Buyer the documents on the movement of hazardous 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 hazardous waste movement and the Instruction for its completion ("Official Gazette RS", No. 17/2017).

- keep organized records
- perform all others 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 circumstances which occurred irrespective of their will.

15.2 Circumstances which occurred irrespective of the will of the Parties and which could neither be avoided nor remedied by even an observant party, will be considered as events that release from responsibility if they occurred after the conclusion of this Contract and they prevent its full or partial execution.

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 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 actions, general mobilization, general strike and strikes in companies of the Contracting Parties, riots, epidemics, fire, explosions, traffic accidents and natural disasters (earthquakes, storms, floods etc.), acts of government authorities which influence the

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.

RASKID UGOVORA

Član 17.

17.1 Ovaj Ugovor se može raskinuti:

Pismenim sporazumom ugovornih strana sa otkaznim rokom od 30 (trideset) dana, osim ako se ugovorne strane ne saglase o kraćem periodu;

performance of obligations, as well as 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 the occurrence, type and possible duration of Force Majeure, that is, of other circumstances preventing it from performing its contractual obligations. Should a Party fail to timely notify on the occurrence of circumstances referred to in this article, the Party suffering this circumstance shall lose the right to call upon it, unless the very circumstance prevents the sending of such notification.

15.6 During Force Majeure and other circumstances which result in release from responsibility, the obligations of the Contracting Parties are suspended and no sanctions are applied due to non-performance of contractual obligations within the agreed time limit.

15.7 The occurrence of the circumstances referred to herein shall extend the time limit for fulfilling the contracted obligations by a period that fully equals the duration of the occurred circumstance and a reasonable period for remedying the consequences of such circumstances, provided that it has been acted as specified by paragraph 5 of this article.

HARMFUL AND DANGEROUS MATERIALS

Article 16

16.1 The Buyer guarantees that none of the substances that it used for performing the work subject to this Contract contains asbestos. In case that, during performing works, 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 to health and environmental protection. The Buyer is obligated to inform the Seller about the contents of harmful materials-substances, before their dispatch.

TERMINATION OF THE CONTRACT

Article 17

17.1 This Contract can be terminated:

By written agreement of the Contracting Parties with a 30 (thirty) day termination notice, unless the Parties agree on a shorter period;

<p>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;</p> <p>Jednostrano na inicijativu bilo koje ugovorne strane, bez navođenja razloga za raskid Ugovora uz poštovanje otkaznog roka od 30 (trideset) dana;</p> <p>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>	<p>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 termination notice;</p> <p>Unilaterally, pursuant to the initiative from any Party without stating the termination cause while honoring the termination notice period of 30 (thirty) days;</p> <p>Both Parties are entitled to terminate this Contract in case altered or aggravating circumstances occur after the conclusion of this Contract, making it difficult for a party to fulfill 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 the termination notice is received.</p>
<p>17.2 Svaka ugovorna strana je dužna da izmiri sve svoje obaveze nastale do dana raskida ovog Ugovora.</p>	<p>17.2 Each Party is obligated to settle all of its obligations which occurred up to the moment of the Contract's termination.</p>
<p>STUPANJE NA SNAGU I TRAJANJE UGOVORA</p> <p>Član 18.</p> <p>18.1 Ovaj ugovor stupa na snagu kada ga potpišu obe ugovorne strane, odnosno davanjem saglasnosti na odredbe ugovora.</p> <p>18.2 Ovaj Ugovor će trajati zaključno sa 31.05. 2021.god.</p>	<p>EFFECTIVENESS AND VALIDITY PERIOD OF THE CONTRACT</p> <p>Article 18</p> <p>18.1 The present Contract shall come into force when signed by both Contracting Parties, that is, once the provisions of the Contract have been approved.</p> <p>18.2 This Contract shall be valid through May 31st, 2021.</p>
<p>IZMENE I DOPUNE UGOVORA</p> <p>Član 19.</p> <p>19.1 Izmene i dopune ovog Ugovora mogu se vršiti pismenim putem. Biće punovažne i obavezujuće ugovorne strane samo one izmene i dopune koje su sačinjene sporazumno u pismenoj formi, putem Aneksa ovog Ugovora.</p>	<p>AMENDMENTS AND SUPPLEMENTS TO THE CONTRACT</p> <p>Article 19.</p> <p>19.1 Amendments and supplements to the present Contract shall be made only in writing. Only those amendments and supplements that are made by mutual consent and in writing, via an annex to this Contract, shall be valid and binding upon the Contracting parties.</p>
<p>USTUPANJE UGOVORA</p> <p>Član 20.</p> <p>20.1 Ugovorne strane su saglasne da se prenos pojedinih prava i obaveza, kao i prenos celog Ugovora o prodaji opasnog otpada, uključujući i prenos potraživanja nastalih iz ovog Ugovora, mogu izvršiti na treća lica samo uz prethodnu saglasnost druge ugovorne strane.</p>	<p>ASSIGNMENT OF CONTRACT</p> <p>Article 20</p> <p>20.1 The Contracting Parties have agreed that the transfer of certain rights and obligations, as well as of the entire Contract on the sale of hazardous waste, including the transfer of receivables arising from this Contract, can be performed onto a third party only if the consent of the other Contracting Party has been previously provided.</p>

<p>20.2 Pristanak na ustupanje ugovora je punovažan samo ako je dat u zakonom propisanoj pisanoj formi za ustupljeni ugovor.</p>	<p>20.2 Approval 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.</p>
<p style="text-align: center;">REŠAVANJE SPOROVA</p> <p style="text-align: center;">Član 21.</p>	<p style="text-align: center;">SETTLEMENT OF DISPUTES</p> <p style="text-align: center;">Article 21</p>
<p>21.1 Sve eventualne sporove i nesporazume koji bi mogli nastati iz ovog ugovora, ugovorne strane će pokušati da reše sporazumno.</p> <p>21.2 Ukoliko ugovorne strane ne postignu sporazumno rešenje, za rešavanje sporova nadležan je Privredni sud u Požarevcu.</p>	<p>21.1 The Contracting Parties shall try to amicably settle all possible disputes and misunderstandings which might arise from the present Contract.</p> <p>21.2 If the Contracting Parties fail to reach a mutual resolution, the competence of the Commercial Court in Požarevac shall be agreed upon for the resolution of the disputes.</p>
<p style="text-align: center;">ZAVRŠNE ODREDBE</p> <p style="text-align: center;">Član 22.</p>	<p style="text-align: center;">FINAL PROVISIONS</p> <p style="text-align: center;">Article 22</p>
<p>22.1 Za sve što nije predviđeno ovim ugovorom, primenjivaće se pozitivni zakonski propisi RS, a posebno propisi koji se odnose na zaštitu životne sredine.</p> <p>22.2 Ovaj ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih svaka ugovorna strana zadržava po 2 (dva) primerka.</p>	<p>22.1 Valid legal regulations of the Republic of Serbia, and especially environmental protection regulations, shall be applied to all circumstances not stipulated by the present Contract.</p> <p>22.2 This Contract has been created in 4 (four) identical counterparts, 2 (two) of which shall be retained by each Contracting Party.</p>

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




Datum: / Date: 21.05.2020

Privredno Društvo za promet i usluge
Reciklažni centar MML d.o.o. Beograd


Direktor Jelana Lukić



Datum: / Date: 21.05.2020

