

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
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

Šumadija sirovine d.o.o.

Adresa: Industrijska 4, 34000 Kragujevac
koje zastupa
Direktor Dejan Spasić
(u daljem tekstu: **Kupac**)
Matični broj: 20038110
PIB: 103929571
Banka: Raiffeisen banka, Kragujevac
Broj računa: 265-331031000082022

PREDMET UGOVORA

Član 1.

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

- Neopasnog otpada - otpadne kalajne šljake, indeksnog broja 10 10 03, u količini od cca 9 t

(u daljem tekstu: **otpad**) koje će Prodavac generisati za vreme trajanja ovog Ugovora na lokaciji HBIS GROUP Serbia Iron & Steel d.o.o. Beograd - Ogranak Šabac.

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
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

Šumadija sirovine d.o.o.

Address: Industrijska 4, 34000 Kragujevac
Represented by
Dejan Spasić, Director
(hereinafter: **the Buyer**)
Reg. No.: 20038110
Tax ID No.: 103929571
Bank: Raiffeisen banka, Kragujevac
Bank Account number: 170-265-331031000082022

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 – waste tin slag, of the index no. 10 10 03, in the quantity of approximately 9 tons

(hereinafter: **the waste**), which shall be generated by the Seller during the validity period of the present Contract at the location of HBIS GROUP Serbia Iron & Steel llc. Belgrade, the Branch of Šabac.

<p>1.2. Predmetni otpad, Kupac će kao operater kupiti radi vršenja skladištenja i tretmana ove vrste otpada.</p> <p>1.3. Količine otpada koje su predviđene ovim 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 manja od ugovorene količine. Ukupno isporučene količine će zavisiti od stvarnih količina otpada koji se generiše na lokaciji Prodavaca, a koje će Prodavac parcijalno 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 i prava na reklamaciju kvaliteta.</p> <p>1.5. Kupac poseduje važeću dozvolu za upravljanje otpadom koji je predmet Ugovora i to :</p> <ol style="list-style-type: none"> 1. Rešenje o izdavanju integralne dozvole za skladištenje i tretman neopasnog otpada br.501-275/12-XVIII od 19.10.2020. god. izdatu od strane Republike Srbije, Grada Kragujevca, Gradske uprave za prostorno planiranje, urbanizam izgradnju i zaštitu životne sredine, Služba za zaštitu životne sredine 2. Rešenje o izmeni Rešenja o izdavanju integralne dozvole za skladištenje i tretman neopasnog otpada br. XVIII-501-155/16 od 31.5.2016. godine, izdate od Republike Srbije, Grada Kragujevca, Gradske uprave za prostorno planiranje, urbanizam izgradnju i zaštitu životne sredine, Odeljenje za prostorno planiranje, zaštitu životne sredine i legalizaciju, Služba za zaštitu životne sredine. 3. Rešenje o izmeni Rešenja o izdavanju integralne dozvole za skladištenje i tretman neopasnog otpada XVIII-501-155/16 god. od 27.01.2017 god. izdate od Republike Srbije, Grada Kragujevca, Gradske uprave za prostorno planiranje, urbanizam izgradnju i zaštitu životne sredine, Odeljenje za prostorno planiranje, zaštitu životne sredine i legalizaciju, Služba za zaštitu životne sredine. 	<p>1.2. The Buyer, as the operator, shall buy the waste subject herein for the purpose of the storage and treatment of this type of waste material.</p> <p>1.3. The quantities of waste stipulated under this Contract represent the frame quantities which the 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, which the Seller shall deliver to the Buyer successively during the term of this Contract, all pursuant to the provisions of this Contract.</p> <p>1.4. The waste subject herein is sold in the "as is" condition, without any warranties or rights to quality claims.</p> <p>1.5. The Buyer possesses the valid permit for managing the subject waste, specifically:</p> <ol style="list-style-type: none"> 1. The Decision on issuing the permit for the storage, temporary storage and treatment of non-hazardous waste No. 501-275/12-XVIII, dated October 19th, 2020, issued by the Republic of Serbia, City of Kragujevac, the City Administration for spatial planning, urbanism, construction and environmental protection, the Department for environmental protection. 2. The Decision on the Amendment and Supplement to the Decision on issuing the Permit for the storage and treatment of non-hazardous waste XVIII-501-155/16, dated May 31st, 2016, issued by the Republic of Serbia, City of Kragujevac, the City Administration for spatial planning, urbanism, construction and environmental protection, the Secretariat for spatial planning, environmental protection and legalization the Department for environmental protection. 3. The Decision on the Amendment to the Decision on issuing the integrated Permit for the storage and treatment of nonhazardous waste No. XVIII 501-155/16, dated January 27th, 2017, issued by the Republic of Serbia, City of Kragujevac, the City administration for spatial planning, urban planning, construction and environmental protection, the Secretariat for spatial planning, environmental
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<p>4. Rešenje o izdavanju integralne dozvole za sakupljanje i transport neopasnog otpada na teritoriji Republike Srbije broj 19-00-00486/2020-06 od 14.07.2020. god. izdate od strane Republike Srbije, Ministarstva zaštite životne sredine.</p> <p>Navedena Rešenja čine sastavni deo ovog Ugovora, kao Prilog br. 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;">Član 3.</p> <p>3.1. Prodavac će otpad privremeno skladištiti u skladu sa zakonskim propisima koji regulišu postupanje sa otpadom.</p> <p>3.2. Ugovorne strane se obavezuju da će sakupljanje, utovar, transport, skladištenje 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, 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.</p> <p>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.</p>	<p>protection and legalization, the Department for Environmental Protection.</p> <p>4. The Decision on issuing the integrated permit for the collection and transport of nonhazardous waste on the territory of the Republic of Serbia No.19-00-00486/2020-06, dated July 14th, 2020, issued by the Republic of Serbia, by the Ministry of Environmental Protection.</p> <p>The stated Decisions form an integral part of this Contract as Attachment No.1.</p> <p style="text-align: center;">Article 2</p> <p>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.</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 which prescribe the waste material treatment.</p> <p>3.2. The Contracting parties are obligated to perform the collection, loading, transportation, storage and treatment 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.</p> <p>3.3. The takeover of the waste includes the transportation of the waste from the Seller's to the Buyer's location, delivery of waste materials, necessary measures 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.</p>
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CENA, NAČIN I USLOVI PLAĆANJA	PRICE, METHOD AND CONDITIONS OF PAYMENT
<p style="text-align: center;">Član 4.</p> <p>4.1. Ugovorne strane su se dogovorile da neto cena za otpad koja je predmet ovog Ugovora iznosi:</p> <p style="text-align: center;">850.000,00 din/t</p> <p>4.2. Cena je utvrđena na paritetu EX WORKS HBIS GROUP Serbia Iron & Steel d.o.o. Beograd, Ogranak Šabac - neutovareno.</p> <p>4.3. U cenu nije uračunat (PDV).</p> <p>4.4. Kupac se obavezuje da plaćanje vrši avansno, a uplaćene količine otpada preuzimaće sukcesivno u periodu trajanja ovog Ugovora.</p> <p>4.5. Prateća dokumentacija definisana je propisima koji regulišu način postupanja sa otpadom.</p> <p>4.6. 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 troškova radi otklanjanja eventualne štete ili izvesne opasnosti od nastanka štete (shodno Zakonu).</p>	<p style="text-align: center;">Article 4</p> <p>4.1. The Contracting Parties have agreed that the net price of the subject waste amounts to:</p> <p style="text-align: center;">850,000.00 RSD/t</p> <p>4.2. The price has been established according to the delivery term EX WORKS HBIS GROUP Serbia Iron & Steel llc Belgrade, the Branch of Šabac - not loaded.</p> <p>4.3. The price does not include VAT.</p> <p>4.4. The Buyer is obligated to perform the payment in advance, and shall take over the paid quantities of the waste successively during the term of the present contract.</p> <p>4.5. The accompanying documentation is defined by the regulations that regulate the manner of handling the waste.</p> <p>4.6. 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 within this Contract, except for additional, unexpected, necessary and reasonable expenses for the removal of possible damage or certain danger that damage could occur (according to the Law).</p>
MESTO ISPORUKE I ROKOVI	PLACE OF DELIVERY AND TIME LIMITS
<p style="text-align: center;">Član 5.</p> <p>5.1. Mesto isporuke otpada je predviđeno skladište ove vrste otpada, koje se nalazi na lokaciji Prodavca.</p> <p>5.2. Kupac se obavezuje da obezbedi utovar i prevoz otpada o svom trošku, prevoznim sredstvom koje ispunjava uslove za prevoz otpada, shodno zakonskim propisima.</p>	<p style="text-align: center;">Article 5</p> <p>5.1. The waste delivery location is the provided warehouse for this type of waste located at the Seller's premises.</p> <p>5.2. The Buyer is obligated to provide the loading and transportation of the waste at its own expense, using a transportation vehicle that meets all the requirements for waste transportation, pursuant to legal regulations.</p>
KVANTITATIVNI PRIJEM OTPADA	QUANTITATIVE AND QUALITATIVE RECEIPT
<p style="text-align: center;">Član 6.</p> <p>6.1. Merenje praznog vozila Kupca sa potrebnom</p>	<p style="text-align: center;">Article 6</p> <p>6.1. The weighing of the Buyer's empty vehicle with the</p>

ambalažom za prepakivanje otpada, 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 ispuni 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. 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.

necessary packaging for the repackaging of waste, 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 the invoice for the payment of the delivered quantities.

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

WARRANTIES

Article 7

7.1. Authorization for performance: 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 pollute the environment, and provide other measures stipulated by the law.

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.

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 štititi, 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

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 material takeover.

10.2. The Buyer has agreed to protect, indemnify and release from responsibility the Seller, its branches, business offices, dependent companies, etc., as well as the agents, the employed legal followers or authorized officials 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 or alleged abuse of this Contract or which come from the issues that are regulated by this Contract.

SPECIAL OBLIGATIONS OF THE BUYER

Article 11

11.1. The Buyer is obligated to:

- execute the work subject to this Contract professionally and timely, in compliance with the

zakonima i propisima koji regulišu obavljanje ove delatnosti i dostavi dokaze da je ovlašćen za ovu vrstu delatnosti i postupanje sa otpadom.

- dostavi dokaz da raspolaže odgovarajućim prevoznim sredstvima za prevoz 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 otpadom i snosi svu odgovornost za način postupanja sa otpadom;
- da prilikom preuzimanja otpada koji je predmet Ugovora, dostavljeni dokumenta o kretanju 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 postupa u skladu sa važećom dozvolom odnosno dozvolama navedenim u članu 1 ovog Ugovora.

11.2. Kupac je u obavezi da Prodavcu dostavi važeće 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".

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 waste.

- submit evidence that it has at its disposal the appropriate transportation vehicles for the transport of the subject 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 taking over the waste, that is, from the moment the waste is loaded onto the transportation vehicle, 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 waste management and bear all responsibility for the manner of handling the waste;
- during the takeover of the waste subject herein, sign and validate the delivered documents on waste 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 permit, i.e. permits specified within Article 1 of this Contract.

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. 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.

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.

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.

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.

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.

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

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 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.

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.

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. Usage of safety shoes, hardhats and safety glasses shall be the minimum of such protection.

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.

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.

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

protivvrednosti za EUR po srednjem kursu NBS na dan zaduženja, u roku od 8 dana od dana zaduženja.

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.

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.

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.

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.

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 work, thereby violating the proscribed rules, measures, procedures and other regulations determined by the Seller.

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 all damage to the Seller, 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, Decrees and Rulebooks that regulate this area;
- 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 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 will 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.

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 izbjeći, niti otkloniti njihove posljedice, 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 okolnosti koje nadležni organ priznaje i proglasi 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

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 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 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 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 a 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

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.

STUPANJE NA SNAGU, TRAJANJE I RASKIDANJE UGOVORA

Član 17.

17.1. Ovaj ugovor stupa na snagu kada ga potpišu obe ugovorne strane. U cilju stupanja na snagu ugovora obe ugovorne strane su dužne da postupaju u skladu sa odredbama ovog ugovora, Zakonom o zaštiti životne sredine i drugim Zakonima koji regulišu ovu oblast, savesno i u dobroj nameri.

17.2. Ovaj Ugovor se zaključuje na određeno vreme i trajaće zaključno sa **30.09.2020. godine**.

17.3. 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;
- 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;

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 contain asbestos. In case that, during performing work, 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.

EFFECTIVENESS, TERM AND TERMINATION OF THE CONTRACT

Article 17

17.1. The present Contract shall come into force when signed by both Contracting Parties. With the aim of the Contract coming into force, both Contracting parties are obligated to act in accordance with the provisions of this Contract, the Environmental protection Law and other Laws regulating this area, conscientiously and in good faith.

17.2. This Contract is concluded for a definite period of time and it shall be valid up to and including **September 30th, 2020**.

17.3. This Contract can be terminated:

- By written agreement of the Contracting Parties with 30 (thirty) days termination notice, unless the parties agree on the 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;

<ul style="list-style-type: none"> - Jednostrano na inicijativu bilo koje ugovorne strane, bez navođenja razloga za raskid Ugovora uz poštovanje otkaznog roka od 30 (trideset) 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. 	<ul style="list-style-type: none"> - Unilaterally, pursuant to the initiative from any party without stating the termination cause while honoring the termination notice period of 30 (thirty) days; - Both parties are entitled to terminate this Contract in case should altered or aggravating circumstances occur, 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 of parties signing this Contract, in which case the termination of the contract shall become effective as of the moment of receiving the termination notice.
<p>17.4. Svaka ugovorna strana je dužna da izmiri sve svoje obaveze nastale do dana raskida ovog Ugovora.</p>	<p>17.4. Parties are obliged to settle its obligations which occurred up to the moment of Contract's termination.</p>
<p style="text-align: center;">IZMENE I DOPUNE UGOVORA</p> <p style="text-align: center;">Član 18.</p> <p>18.1. Izmene i dopune ovog Ugovora mogu se vršiti samo pismenim 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;">AMENDMENTS AND SUPPLEMENTS TO THE CONTRACT</p> <p style="text-align: center;">Article 18</p> <p>18.1. Amendments and supplements to the present Contract shall be made only in writing. Only the amendments and supplements created in the form of an Annex to this Contract shall be valid and shall bind the contracting parties.</p>
<p style="text-align: center;">USTUPANJE UGOVORA</p> <p style="text-align: center;">Član 19.</p> <p>19.1. 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>19.2. Pristanak na ustupanje ugovora je punovažan samo ako je dat u zakonom propisanoj pisanoj formi za ustupljeni ugovor.</p>	<p style="text-align: center;">ASSIGNMENT OF CONTRACT</p> <p style="text-align: center;">Article 19</p> <p>19.1. 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 approval of the other Contracting Party is previously provided.</p> <p>19.2. 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 20.</p> <p>Sve eventualne sporove koji bi mogli nastati iz ovog Ugovora Ugovorne strane će pokušati da reše sporazumno, u suprotnom, za rešavanje sporova ugovara se nadležnost Privrednog suda u Požarevcu.</p>	<p style="text-align: center;">SETTLEMENT OF DISPUTES</p> <p style="text-align: center;">Article 20</p> <p>The Contracting Parties shall try to settle amicably all possible disputes arising from the present Contract; to the contrary, the competence of the Commercial Court in Požarevac is agreed upon.</p>

ZAVRŠNE ODREDBE

Član 21.

21.1. Naknadni prilozi, aneksi i protokoli, sačinjeni posle zaključenja ovog Ugovora mogu, zavisno od svoje sadržine, dopunjavati ili menjati sadržinu pojedinih odredbi Ugovora, pod uslovom da su potpisani od strane ovlašćenih lica obeju Ugovornih strana.

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

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

FINAL PROVISIONS

Article 21

21.1. Additional exhibits, annexes and protocols, made after concluding the present Contract can, depending on their content, supplement or amend the content of individual provisions herein, provided that they are signed by duly authorized persons of both Parties.

21.2. 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.



21.3. The Present Contract is created in 4 (four) identical counterparts, 2 (two) of which are retained by each Contracting Party.

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




Datum/Date: 11. 09. 2020

Šumadija sirovine d.o.o.



Dejan Spasić
Datum/Date: 18. 09. 2020

