

UGOVOR

Datum:

26.06.2018

(2)

CONTRACT

NOVI SAD

o preuzimanju radi trajnog zbrinjavanja
otpadnog kalajnog elektrolitaon waste takeover for the purpose of permanent
disposal of waste tin electrolyte

Zaključen između:

Concluded between:

**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, po punomoćju ili
Wei Dongming, po punomoćju
(u daljem tekstu: **Vlasnik otpada**)
Matični broj: 21203980
PIB: 109573856
Banka: UniCredit Bank Srbija A.D. Beograd
Broj računa: 170-0030029019000-73
IBAN EUR: RS35170003002901932083
IBAN USD: RS35170003002901902013
SWIFT: BACXRSBG

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, under power of attorney, or
Wei Dongming, under power of attorney
(hereinafter: **the Waste owner**)
Reg. No.: 21203980
Tax ID No: 109573856
Bank: UniCredit Bank Serbia A.D. Belgrade
Account No.: 170-0030029019000-73
IBAN EUR: RS35170003002901932083
IBAN USD: RS35170003002901902013
SWIFT: BACXRSBG

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And

ECO-LOGISTICA DOO NOVI SAD

koju zastupa Direktor Aleksandar Uskoković
(u daljem tekstu: **Operater koji preuzima otpad**)
Adresa: Seljačkih buna 43/IV, 21 000 Novi Sad
Matični broj: 20492155
PIB: 105967709
Banka: Erste bank AD
Račun broj : 340-11010667-18

ECO-LOGISTICA DOO NOVI SAD

represented by the Director Aleksandar Uskoković
(hereinafter: **The Operator taking over the waste**)
Address: Seljačkih buna 43/IV, 21 000 Novi Sad
Reg. No.: 20492155
Tax ID No: 105967709
Bank: Erste bank AD
Account No: 340-11010667-18

PREDMET UGOVORA**SUBJECT OF THE CONTRACT****Član 1.****Article 1**

Predmet ovog Ugovora je regulisanje međusobnih
prava i obaveza ugovornih strana povodom
preuzimanja **radi skladištenja**:

The subject of the present Contract is the regulation
of the mutual rights and obligations of the
Contracting Parties regarding the takeover **for the
purpose of storage of the following**:

**Opasnog otpada –otpadnog kalajnog elektrolita
indeksnog broja 11 01 06
u količini od cca 150 t ,
(u daljem tekstu: **otpad**).**
koji će Vlasnik otpada generisati za vreme trajanja
ovog Ugovora na lokaciji **HBIS GROUP Serbia
Iron & Steel d.o.o. Beograd – Ogranak Šabac.**

**Hazardous waste – waste tin electrolyte
of the index No. 11 01 06
in the amount of ca. 150 t,
(hereinafter: **the Waste**),**
generated by the Waste owner during the term of the
present Contract on the location of **HBIS GROUP
Serbia Iron & Steel llc Belgrade – The Šabac
Branch.**

Operater koji preuzima otpad isti će preuzeti radi
sakupljanja i transporta ovog otpada i isti predati
drugom operateru - Yunirisku d.o.o.koji će ovaj
otpad tretirati u skladu sa dozvolama za tretman
koje poseduje.

The Operator taking over the waste shall take over
said waste for the purpose of collecting and
transporting this waste and shall turn it over to
another operator - Yunirisk d.o.o., which shall treat
this waste in accordance with the treatment permits it
possesses.

Operater koji preuzima otpad isti će preuzeti od Vlasnika otpada u plastičnim kanisterima zapremine 1,1 t, koje ne vraća Vlasniku otpada.

Operater koji preuzima otpad poseduje važeće dozvole za upravljanje otpadom koji je predmet Ugovora i to :

Rešenje o izdavanju integralne dozvole za sakupljanje i transport opasnog otpada na teritoriji Republike Srbije br.19-00-00244/2015-16 od 18.5.2015god. izdatog od strane Ministarstva poljoprivrede i zaštite životne sredine, kao i Rešenje o izmeni Rešenja o izdavanju integralne dozvole za sakupljanje i transport neopasnog i opasnog otpada na teritoriji Republike Srbije br. br.19-00-00244/1/2015-16 od 21.3.2017.god. izdatog od strane Ministarstva poljoprivrede i zaštite životne sredine, koje kao Prilog 1 čine sastavni deo ovog ugovora.

Operater koji preuzima otpad će otpad koji je predmet Ugovora i koji preuzme od Vlasnika otpada, voziti direktno u Yunirisk d.o.o. na osnovu:

-Ugovora o poslovno tehničkoj saradnji koji ima sa Yuniriskom (zaveden u Yunirisku d.o.o. 20.1.2012 god. pod br. 32 i kod Operatera koji preuzima otpad 19.1.2012 god pod br. 296-2012/V);

- Aneksa 1 ugovora iz prethodnog stava, br. 5/2013 od 3.1.2013 god.

-Ugovora o zbrinjavanju opasnog otpada (otpadnog kalajnog elektrolita) zaveden u Yunirisku d.o.o. 30.5.2018 god. pod br. 1663 i kod Operatera koji preuzima otpad 30.5.2018 god pod br. 286-2018/V)

Takođe Yunirisk d.o.o poseduje dozvole za tretman ove vrste otpada i to Rešenje o izdavanju integralne dozvole za sakupljanje skladištenje i tretman neopasnog i opasnog otpada na teritoriji Republike Srbije br. 19-00-00339/2010-02 od 21.3.2011god., Rešenje o izmeni i dopuni Rešenja o izdavanju integralne dozvole za sakupljanje skladištenje i tretman neopasnog i opasnog otpada na teritoriji Republike Srbije br. 19-00-00339/2010-02 od 7.10.2011.god i Rešenje o izmeni i dopuni Rešenja o izdavanju integralne dozvole za sakupljanje skladištenje i tretman neopasnog i opasnog otpada na teritoriji Republike Srbije br. 19-00-00339/2010-02 od 22.5.2012.god. izdatih od strane Minisatrstva životne sredine, rudarstva i prostornog planiranja kao i Rešenje o izmeni i dopuni Rešenja o izdavanju integralne dozvole za sakupljanje skladištenje i tretman neopasnog i opasnog otpada na teritoriji Republike Srbije br.

The Operator taking over the waste shall take over the waste from the Waste owner in plastic canisters with the volume of 1.1 t, which shall not be returned to the Waste owner.

The Operator taking over the waste possesses valid permits for the management of the subject waste, specifically:

The Decision on issuing the integral Permit for the collection and transport of hazardous waste on the territory of the Republic of Serbia No. 19-00-00244/2015-16, dated May 18th, 2015, issued by the Ministry of Agriculture and Environmental Protection, as well as the Decision on amending 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. 19-00-00244/1/2015-16, dated March 21st, 2017, issued by the Ministry of Agriculture and Environmental Protection, which constitute an integral part of this Contract as Attachment 1.

The Operator taking over the waste shall transport the waste subject to the Contract, which it has taken over from the Waste owner, directly to Yunirisk d.o.o. on the basis of:

- The Contract on Business and Technical Cooperation it has with Yunirisk (registered in Yunirisk d.o.o. on January 20th, 2012, under the no. 32, and with the Operator taking over the waste on January 19th, 2012, under the no. 296-2012/V);

- Annex 1 to the Contract referred to in the previous paragraph, no. 5/2013, dated January 3rd, 2013;

- The Contract on the disposal with hazardous waste (waste tin electrolyte), registered in Yunirisk d.o.o. on May 30th, 2018, under the no. 1663, and with the Operator taking over the waste on May 30th, 2018, under the no. 286-2018/V).

Furthermore, Yunirisk d.o.o. possesses the permits for the treatment of this type of waste, specifically – the Decision on issuing the integral permit for the collection, storage, and treatment of non-hazardous and hazardous waste on the territory of the Republic of Serbia no. 19-00-00339/2010-02, dated March 21st, 2011, the Decision on amending and supplementing the Decision on issuing the integral permit for the collection, storage, and treatment of non-hazardous and hazardous waste on the territory of the Republic of Serbia no. 19-00-00339/2010-02, dated October 7, 2011, and the Decision on amending and supplementing the Decision on issuing the integral permit for the collection, storage, and treatment of non-hazardous and hazardous waste on the territory of the Republic of Serbia no. 19-00-00339/2010-02, dated May 22nd, 2012, issued by the Ministry of the Environment, Mining, and Spatial Planning, as well as the Decision on

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| <p>19-00-00339/3/2010-02 od 29.12.2017.god.izdato od strane Ministarstva zaštite životne sredine.</p> <p>Napred navedeni ugovori i Rešenja,kao prilog 2 čine sastavni deo ovog ugovora.</p> <p style="text-align: center;">Član 2.</p> <p>Ugovorne strane sačinjavaju ovaj Ugovor o preuzimanju opasnog otpada sa utvrđenim rokovima i uslovima preuzimanja koji će biti primenjivi za otpad iz člana 1 ovog Ugovora.</p> <p style="text-align: center;">Član 3.</p> <p>Vlasnik otpada će otpad privremeno skladištiti u skladu sa zakonskim propisima koji regulišu postupanje sa otpadom.</p> <p>Ugovorne strane se obavezuju da će sakupljanje, utovar, transport kao i dalje predavanje na 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, i 43/2011-odluka US), Zakonom o upravljanju otpadom ("Sl.glasnik RS" br.36/2009, 88/2010), Pravilnikom o obrascu dokumenta o kretanju opasnog otpada, obrascu prethodnog obaveštenja, načinu njegovog dostavljanja i uputstvu za njihovo popunjavanje ("Sl. Glasnik RS", br. 17/2017) kao i u skladu i sa drugim zakonskim i podzakonskim aktima koji regulišu postupanje sa otpadom koji je predmet ovog ugovora.</p> <p>Preuzimanje otpada obuhvata, vršenje prevoza otpada sa lokacije Vlasnika otpada na lokaciju Operatera koji preuzima otpad, 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 style="text-align: center;">CENA, NAČIN I USLOVI PLAĆANJA</p> <p style="text-align: center;">Član 4.</p> <p>Ugovorne strane su saglasne da cena usluge preuzimanja radi skladištenja opasnog otpada koji je predmet ovog Ugovora, definisana Ponudom Operatera br. P- 1805195-2 od 25.05.2018. god. i iznosi:</p> | <p>amending and supplementing the Decision on issuing the integral permit for the collection, storage, and treatment of non-hazardous and hazardous waste on the territory of the Republic of Serbia no. 19-00-00339/3/2010-02, dated December 29th, 2017, issued by the Ministry of Environmental Protection.</p> <p>The above stated contracts and Decisions constitute an integral part of this Contract as Attachment 2.</p> <p style="text-align: center;">Article 2</p> <p>The Contracting Parties hereby create the present Contract on the takeover of hazardous waste with determined deadlines and conditions of the takeover to be applied to the waste referred to in Article 1 herein.</p> <p style="text-align: center;">Article 3</p> <p>The Waste owner shall temporarily store the waste in accordance with the legal regulations which regulate the management of waste.</p> <p>The Contracting Parties are obliged to perform the collection, loading, transport and further turnover of the subject waste to be treated in accordance with the Environmental Protection Law (Official Gazette of the Republic of Serbia No. 135/2004, 36/2009, 36/2009 - other law, 72/2009 - other law, and 43/2011 the CC decision), the Law on Waste Management ("Official Gazette RS", No. 36/2009, 88/2010), the Rulebook on the form of the document on hazardous waste movement, the form on previous notification, the manner of its delivery, and the instruction for their 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 waste.</p> <p>The takeover of the waste includes the transportation of waste from the Waste owner's location to the location of the Operator taking over the waste, the delivery of the waste, necessary measures of preparation of the waste for transport during packing, loading, unloading, weighing, and all other accompanying handling of the waste, as well as the takeover of the transport documents.</p> <p style="text-align: center;">PRICE, MANNER, AND TERMS OF PAYMENT</p> <p style="text-align: center;">Article 4</p> <p>The Contracting Parties have agreed that the price of the service of taking over the subject hazardous waste for the purpose of its storage is defined by the Operator's Offer no. P- 1805195-2, dated May 25th, 2018, and amounts to:</p> |
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| <p style="text-align: center;">780,00 Evra/t</p> <p>U napred navedenu cenu nije uračunat (PDV).</p> <p>Fakturisanje i plaćanje će se vršiti u dinarskoj protivvrednosti po srednjem kursu NBS za Euro, na dan preuzimanja.</p> <p>Fakturisanje će se vršiti priikom svake isporuke otpada, na osnovu porudžbenice.</p> <p>Vlasnik otpada će plaćanje vršiti u roku od 60 dana od dana izdavanja ispravne fakture.</p> <p>Prateća dokumentacija definisana je propisima koji regulišu način postupanja sa otpadom.</p> <p>Vlasnik otpada nije u obavezi da Operateru koji preuzima otpad nadoknadi troškove koje Operater 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;">780.00 EUR/t</p> <p>The mentioned price does not include VAT.</p> <p>Invoicing and payment shall be made in RSD equivalent pursuant to the middle exchange rate of the NBS for EURO valid on the day of the takeover.</p> <p>Invoicing shall be performed for each delivery of waste, based on the purchase order.</p> <p>The Waste owner shall make the payment within 60 days from the day of issuance of a correct invoice.</p> <p>The accompanying documentation is defined by the regulations that regulate the manner of handling waste.</p> <p>The Waste owner is not obligated to compensate the Operator taking over the waste for the expenses which the Operator could incur while taking over the waste and which have not been defined within this Contract, except for additional, unforeseen, necessary, and reasonable expenses for the removal of possible damage or certain danger that damage could occur (according to the Law).</p> |
| <p style="text-align: center;">MESTO ISPORUKE I ROKOVI</p> <p style="text-align: center;">Član 5.</p> <p>Mesto isporuke otpada je predviđeno skladište ove vrste otpada, koje se nalazi na lokaciji Vlasnika otpada u Šapcu.</p> <p>Operater koji preuzima otpad se obavezuje da obezbedi prevoz otpada o svom trošku, prevoznim sredstvom koje ispunjava uslove za prevoz otpada, shodno zakonskim propisima.</p> <p>Preuzimanje i zbrinjavanje svih ugovorenih količina otpada izvršiće se u roku od dva meseca od dana stupanja na snagu ovog Ugovora.</p> | <p style="text-align: center;">PLACE OF DELIVERY AND TIME LIMITS</p> <p style="text-align: center;">Article 5</p> <p>The location for the delivery of the waste is the designated warehouse for this type of waste located at the Waste owner's premises in Šabac.</p> <p>The Operator taking over the waste is obliged to provide the transportation of the waste at its own expense, using transport vehicles that meet all the requirements for waste transportation in accordance with legal regulations.</p> <p>The takeover and disposal of all the contracted quantities of the waste shall be performed within two months from the day of this Contract's coming into force.</p> |
| <p style="text-align: center;">KVANTITATIVNI PRIJEM OTPADA</p> <p style="text-align: center;">Član 6.</p> <p>Merenje praznog vozila Operatera koji preuzima otpad vršiće se na vagi Vlasnika otpada, prilikom ulaska vozila u krug Vlasnika otpada.</p> <p>Utovar otpada u vozilo vrši Vlasnik otpada nakon čega se vrši merenje punog (utovarenog) vozila.</p> <p>Na osnovu tako utvrđene količine otpada, razlika</p> | <p style="text-align: center;">QUANTITATIVE AND QUALITATIVE RECEIPT</p> <p style="text-align: center;">Article 6</p> <p>The weighing of the empty vehicle of the Operator taking over the waste shall be performed on the Waste owner's scales, immediately after the vehicle's entry onto the Waste owner's property.</p> <p>The loading of the waste into the vehicle is performed by the Waste owner, after which the full (loaded) vehicle shall be weighed.</p> <p>Based on the quantities of the waste determined in</p> |

između težine punog i praznog vozila, Operater koji preuzima otpad ispostavlja fakturu Vlasniku otpada za plaćanje preuzetih količina.

GARANCIJE

Član 7.

Operater koji preuzima otpad 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. Operater koji preuzima otpad je dužan da obezbedi sve važeće dozvole, rešenja, odnosno saglasnost nadležnog Ministarstva i drugih nadležnih organa, koje su predviđene za realizaciju ovog Ugovora.

Operater koji preuzima otpad 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.

PROVERA I USAGLAŠAVANJE PODATAKA

Član 8.

Ugovorne strane će po potrebi vršiti proveru i računovodstveno usaglašavanje podataka u skladu sa važećim zakonskim propisima.

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.

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 Operatera koji preuzima otpad i/ili njegovih saradnika i zaposlenih Vlasnika otpada, kao i druge dopuštene troškove Vlasnika otpada predviđene ovim Ugovorom.

NAKNADA ŠTETE I OBEŠTEĆENJE

Član 9.

Operater koji preuzima otpad je saglasan da će štiti, obešteti i biti odgovoran 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

such manner, i.e. the difference in the weight of the fully loaded and empty vehicle, the Operator taking over the waste shall issue an invoice to the Waste owner for the payment of the quantities taken over.

WARRANTIES

Article 7

The Operator taking over the waste 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 Operator taking over the waste is obliged to obtain all current permits, decisions, approval from the competent Ministry and other competent authorities, required for the execution of this Contract.

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

DATA REVIEW AND COMPLIANCE

Article 8

The Contracting Parties shall, if needed, perform the review and accounting compliance of the data pursuant to the valid legal regulations.

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

All reports, records and files related to the amendments and supplements to this Contract, costs of representations, gifts, entertainment and/or business, financial and other transactions between the Operator taking over the waste and/or its associates and the Waste owner's employees, as well as other allowed expenses of the Waste owner specified by this Contract shall be the subject of special reviews.

COMPENSATION OF DAMAGE AND INDEMNIFICATION

Article 9

The Operator taking over the waste has agreed to protect, indemnify and be liable for all demands, expenses or all kinds of material and nonmaterial damage which can be demanded by any kind of subject for bodily injuries, sickness, death, damage to property or loss of use thereof, braking of the law,

zakona, zloupotrebu ili navodnu zloupotrebu po ovom Ugovoru ili koji proističu iz pitanja koja su regulisana ovim Ugovorom.

POSEBNE OBAVEZE OPERATERA KOJI PREUZIMA OTPAD

Član 10.

Operater koji preuzima otpad 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 otpadom.
- dostavi dokaz da raspolaže odgovarajućim prevoznim sredstvima za prevoz otpada koji je predmet Ugovora,
- redovno obaveštava Vlasnika otpada 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 Operatera koji preuzima otpad, 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 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, obrascu prethodnog obaveštenja, načinu njegovog dostavljanja i uputstvu za njihovo popunjavanje ("Sl. Glasnik RS", br.17/2017)
- Operater koji preuzima otpad je u obavezi da postupa u skladu sa važećim dozvolama i ugovorom koji ima sa operaterom za tretman otpada iz člana 1 ovog ugovora.
- **odmah** nakon potpisivanja ugovora, na email adresu mpajic@hbisserverbia.rs - dostavi sledeće podatke:

abuse or alleged abuse of this Contract or which come from the issues regulated by this Contract.

SPECIAL OBLIGATIONS OF THE OPERATOR TAKING OVER THE WASTE

Article 10

The Operator taking over the waste is obliged to:

- execute the work stipulated by this Contract professionally and on time, in compliance with the Contract and the laws and regulations which regulate the performance of this kind of 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 proper transport vehicles for the transportation of waste materials subject herein,
- inform the Waste owner on the course of work performance regularly, as well as of occurrence of possible extraordinary events;
- bear the responsibility for any physical or legal defects of the waste at the moment of transfer of risk onto the Operator taking over the waste, from the moment of taking over the waste, that is, from the moment the waste is loaded into the transportation vehicle, regardless of whether it was aware of such defects;
- handle the waste in accordance with the prescribed Laws, Statutes, and Rulebooks which regulate this area of hazardous waste management and bear all responsibility regarding the manner of handling the waste;
- During the takeover of the waste subject herein, to sign and verify the delivered documents on the 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, the form on previous notification, the manner of its delivery, and the instruction for their completion ("Official Gazette RS", No. 17/2017);
- The Operator taking over the waste is obliged to act in accordance with the valid permits and the contract it has with the waste treatment operator referred to in article 1 of this Contract;
- deliver the following information to the email address: mpajic@hbisserverbia.rs, **immediately** after the signing of the contract:

tačno ime prevoznika otpada iz APR-a, PIB i matični broj prevoznika, registarski broj transportnog sredstva, rute kretanja, broj dozvole prevoznika i datum njenog izdavanja, odgovorno lice prevoznika i brojeve telefona, kao i:

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, kao i brojeve telefona, ili:

popunjen obrazac dokumenta o kretanju opasnog otpada u delu C i D

Na osnovu ovako dobijenih podataka Vlasnik otpada će u skladu sa važećim zakonskim propisima, odnosno Pravilnikom o obrascu dokumenta o kretanju opasnog otpada, obrascu prethodnog obaveštenja, načinu njegovog dostavljanja i uputstvu za njihovo popunjavanje ("Sl. glasnik RS", br. 17/2017), izvršiti prethodno obaveštenje o načinu kretanja otpada koji je predmet ovog govora, odnosno u skladu sa važećim propisima popuniti Dokument o kretanju opasnog otpada.

- prilikom preuzimanja otpada koji je predmet ovog Ugovora, dostavljena dokumenta o kretanju opasnog otpada potpiše i overi i vrati Vlasnik otpada u skladu sa Pravilnikom o obrascu dokumenta o kretanju opasnog otpada, obrascu prethodnog obaveštenja, načinu njegovog dostavljanja i uputstvu za njihovo popunjavanje ("Sl. glasnik RS" br.17/2017)
- Operater koji preuzima otpad je u obavezi da Vlasniku otpada dostavi vazeće dozvole na osnovu kojih upravlja otpadom, u skladu sa odredbama ovog Ugovora, pre zaključenja Ugovora.
- Izvršava druge obaveze predviđene ovim ugovorom

BEZBEDNOSNA ODGOVORNOST

Član 11.

Operater koji preuzima otpad i sva druga lica koja angažuje Operater u obavezi su da primenjuju i da se pridržavaju, dok su na posedu Vlasnika otpada svih pravila i mera bezbednosti i zdravlja na radu

the accurate 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 transportation vehicle, 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 accurate 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:

a filled out form of the document on hazardous waste movement in the section C and D

Based on the information received in such manner, the Waste owner 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, 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 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, the form of the previous notification, the manner of its delivery, and the instruction for their completion ("Official Gazette RS", no. 17/2017);
- The Operator taking over the waste is obligated to submit to the Waste owner 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.
- Perform other obligations prescribed under this Contract.

SAFETY RESPONSIBILITY

Article 11

The Operator taking over the waste, along with all other personnel hired by the Operator taking over the waste are obliged, while on the Waste owner's property, to uphold all rules, safety and work health

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| <p>ustanovljenih od strane Vlasnika otpada 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".</p> <p>Operater koji preuzima otpad je obavezan da preduzima sve razumne mere i predostrožnosti u cilju sprečavanja povreda ili smrti izvršilaca, svojih zaposlenih, zaposlenih Vlasnika otpada i trećih lica, i bice odgovoran za nastanak istih , kao i za štetu pricinjenu na imovini Vlasnika otpada.</p> <p>Vlasnik otpada će upoznati Operatera koji preuzima otpad 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.</p> <p>Svi zaposleni Operatera koji preuzima otpad, 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>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 Vlasnika otpada i uputstvima za to zaduženih zaposlenih Vlasnika otpada.</p> <p>Neophodno je da sva vozila, kamioni za isporuku, kombiji i druga vozila koji ulaze na posed Vlasnika otpada, 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>U slučaju incidenta učinjenog od strane Operatera koji preuzima otpad (sa ili bez povrede svojih zaposlenih, zaposlenih Vlasnika otpada i svih drugih lica) dok je na posedu Vlasnika otpada, Operater koji preuzima otpad je dužan da u svakom takvom slučaju Vlasniku otpada 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>Pod incidentom (sa ili bez povrede) u napred navedenom smislu podrazumeva se svako nesavesno ponašanje Operatera koji preuzima otpad prilikom i/ili u vezi sa vršenjem predmetnih poslova, kojima se čini povreda propisanih pravila, mera, procedura i druge regulative ustanovljene od strane Vlasnika otpada.</p> | <p>measures established by the Waste owner, 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 "Rules on Safety and Environment Protection".</p> <p>Operator taking over the waste shall, at all time, take all reasonable measures of precaution in the aim of preventing injuries or death of the performers, its own employees, the Waste owner's employees and third party personnel, and shall be responsible for their occurrence, as well as for the damages caused to the Waste owner's property.</p> <p>The Waste owner shall inform the Operator taking over the waste of 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 as the plan for emergency cases and procedures in cases of accidents, extraordinary situations and fires.</p> <p>All employees of the Operator taking over the waste who perform the loading and transport of the waste are obliged to use personal occupational safety protection aids that are prescribed for a 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>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 Waste owner's normative acts in force and instructions of the Waste owner's employees on service.</p> <p>Back-up alarms are required for all construction vehicles, delivery trucks, vans and other vehicles entering the Waste owner's premises. If the vehicle does not have this kind of alarm, it has to be installed in the presence of an additional person securing the vehicle's reverse movement.</p> <p>In case of an incident performed by the Operator taking over the waste (with or without injury to its employees, the Waste owner's employees and all other persons) while on the Waste owner's property, the Operator taking over the waste shall be obliged to pay to the Waste owner, for each such instance, a 500 Euro fine in RSD equivalent value for EUR, based on middle exchange rate of the NBS on the debt creation day, within 8 days as of the day of debt creation.</p> <p>The term incident (with or without injury) in the abovementioned sense shall mean any unconscientious behavior of the Operator taking over the waste while and/or in regards to performing the mentioned work, thereby violating the proscribed rules, measures, procedures and other regulations determined by the Waste owner .</p> |
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U slučaju nastanka štete prouzročene pomenutom povredom i/ili incidentom, Operater koji preuzima otpad se obavezuje da pored navedenog iznosa Vlasniku otpada u celosti nadoknadi prouzročenu štetu u skladu sa odredbama Ugovora.

POSEBNE OBAVEZE VLASNIKA OTPADA

Član 12.

Vlasnik otpada 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.
- Vlasnik otpada garantuje isporuku otpadnog kalajnog elektrolita, indeksnog broja 110106 "
- vrši utovar otpada u prevozno sredstvo
- da prilikom svake isporuke dostavi Operateru koji preuzima otpad dokumenta o kretanju otpada u skladu sa važećim zakonskim propisima koji regulišu ovu oblast odnosno u skladu sa Pravilnikom o obrascu dokumenta o kretanju opasnog otpada, obrascu prethodnog obaveštenja, načinu njegovog dostavljanja i uputstvu za njihovo popunjavanje ("Sl. glasnik RS" br.17/2017)
- vodi urednu evidenciju
- izvršava druge obaveze predviđene ovim Ugovorom

POVERLJIVOST

Član 13.

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 14.

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

In case of damage being made due to the mentioned violation and/or incident, the Operator taking over the waste shall be obliged, aside from the stated amount, to fully compensate all damage to the Waste owner, all in accordance with the provisions of the Contract.

SPECIAL OBLIGATIONS OF THE WASTE OWNER

Article 12

The Waste owner is obliged to:

- handle the waste in accordance with the Laws, Statutes and Rules that regulate this kind of activity;
- Deliver the waste after the receipt of the Report on Waste Inspection.
- The Waste owner warrants the delivery of the waste tin electrolyte of the index No. 11 01 06
- perform the loading of the waste into the transportation vehicle
- During each delivery, to submit to the Operator taking over the waste the documents on 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 hazardous waste movement, the form on previous notification, the manner of its delivery, and the instruction for their completion ("Official Gazette RS", No. 17/2017)
- keep organized records
- perform all others obligations defined by this Contract.

CONFIDENTIALITY

Article 13

Any and all technical, proprietary or sensitive 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.

RELEASE FROM RESPONSIBILITY

Article 14

The Contracting Parties may be released from responsibility in certain events that occur irrespective of their will.

Nastale okolnosti nezavisno od volje stranaka, koje ni pažljiva stranka ne bi mogla izbjeći, 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.

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.

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 proglašava kao slučajeve više sile.

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.

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.

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.

RASKID UGOVORA

Član 15

Ovaj Ugovor se može raskinuti:

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

Circumstances that occur irrespective of the Parties' will, which even an attentive party could neither avoid, nor remedy their consequences, shall be considered as events that release from responsibility if they occurred after the conclusion of the Contract and if they prevent its full or partial execution.

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.

Cases of Force Majeure include, but are not limited to, the following events: war and war operations, general mobilization, general strike and strike in the companies of the Contracting Parties, riots, epidemics, fires, 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.

The Party affected by Force Majeure must inform the other Party immediately by cable or fax of the occurrence, type and possible duration of Force Majeure, i.e. of other circumstances preventing the fulfillment of the contractual obligations. If the occurrence of the circumstances referred to in the provisions of this article is not timely reported, the Party affected therein shall lose the right to invoke upon it, unless the circumstance itself has prevented the sending of the respective notice.

During Force Majeure and other events that release from responsibility, the obligations of the Parties are suspended and penalties for not fulfilling obligations within the agreed time limits are not applied.

The occurrence of the circumstances referred to herein shall extend the time limit for fulfilling the contractual 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.

TERMINATION OF THE CONTRACT

Article 15

This Contract can be terminated:

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

b) 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;

c) Jednostrano na inicijativu bilo koje ugovorne strane, bez navođenja razloga za raskid Ugovora uz poštovanje otkaznog roka od 30 (trideset) dana;

d) 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.

Svaka ugovorna strana je dužna da izmiri sve svoje obaveze nastale do dana raskida ovog Ugovora.

STUPANJE NA SNAGU I TRAJANJE UGOVORA

Član 16.

Ovaj Ugovor stupa na snagu kada ga potpišu obe ugovorne strane, odnosno davanjem saglasnosti na odredbe Ugovora.

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.

Ovaj Ugovor se zaključuje na određeno vreme i trajeće zaključno sa **31. 08. 2018. god.**

IZMENE I DOPUNE UGOVORA

Član 17.

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.

Pod pismenim sporazumom se smatraju i sporazumi između predstavnika ugovornih strana

b) 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;

c) Unilaterally, pursuant to the initiative from any Party without stating the termination cause while honoring the termination notice period of 30 (thirty) days;

d) 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.

Each Party is obligated to settle all of its obligations which occurred up to the moment of the Contract's termination.

EFFECTIVENESS AND VALIDITY OF THE CONTRACT

Article 16

The present Contract shall come into force on the date of its signing by both Contracting Parties, that is, once the provisions of the Contract are approved.

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 which regulate this area, conscientiously, and in good faith.

This Contract is concluded for a definite period of time and it shall be valid through **August 31st 2018.**

AMENDMENTS AND SUPPLEMENTS TO THE CONTRACT

Article 17

Amendments and supplements to the present Contract shall be made only in writing. Only those amendments and supplements that were made by mutual consent and in writing shall be valid and bind the Contracting parties.

Agreements between the representatives of the Contracting Parties reached by exchange of cables,

postignuti razmenom telegrama, telefaksa i teleksa.

USTUPANJE UGOVORA

Član 18

Ugovorne strane su saglasne da se prenos pojedinih prava i obaveza, kao i prenos celog Ugovora o preuzimanju radi trajnog zbrinjavanja otpadnog kalajnog elektrolita, uključujući i prenos potraživanja nastalih iz ovog Ugovora, mogu izvršiti na treća lica samo uz prethodnu saglasnost druge ugovorne strane.

Pristanak na ustupanje Ugovora, kao i ustupanje pojedinih prava i obaveza, uključujući i ustupanje potraživanja, je punovažno samo ako je dato u zakonom propisanoj formi - pismena saglasnost druge ugovorne strane.

REŠAVANJE SPOROVA

Član 19.

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

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

ZAVRŠNE ODREDBE

Član 20.

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

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

faxes or telexes will be considered as written agreements.

ASSIGNMENT OF CONTRACT

Article 18

The Contracting Parties have agreed that the transfer of certain rights and obligations, as well as of the entire Contract on waste takeover for the purpose of permanent disposal of waste tin electrolyte, 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.

Approval for the assignment of the Contract, as well as for the assignment of certain rights and obligations, including the assignment of receivables, is valid only if it is provided in the form established by the Law – a written consent of the other Contracting Party.

SETTLEMENT OF DISPUTES

Article 19

The Contracting Parties shall try to amicably settle all possible disputes and misunderstandings which could arise from the present Contract.

If the dispute cannot be resolved amicably by the Contracting Parties, the competence of the Commercial Court in Požarevac is agreed upon.

FINAL PROVISIONS

Article 20

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.

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 02.07.2018



EGO LOGISTICA DOO

Direktor/ Director
Aleksandar Uskoković

Datum/Date 02.07.2018