

"STARA VAROŠ" d.o.o.
Br. 502/11
Datum 15.11 2022 god.
34310 TOPOLA

HBIS GROUP Serbia
Iron & Steel d.o.o. Beograd
Broj: 698
Datum: 08.11.2022 (2)

**UGOVOR
O PRODAJI OPASNOG OTPADA**

Zaključen između:

HBIS GROUP Serbia Iron & Steel d.o.o. Beograd
Adresa sedišta: Bulevar Mihajla Pupina 6,
Beograd-Noví Beograd, 11000 Beograd, Srbija
Adresa za prijem pošte: Carigradska 55, Radinac,
11300 Smederevo, Srbija
koje zastupa
Sihai Song, direktor ili
Lianxi Wang ili Wei Dongming, po punomoćju
(u daljem tekstu: **Prodavac**)
Matični broj: 21203980
PIB: 109573856
Banka: UniCredit Bank Srbija A.D. - Beograd
Broj računa: 170-0030029019000-73

i

**Preduzeće za proizvodnju, promet i usluge Stara
Varoš d.o.o Topola (Varošica)**
Adresa: Pilota Zorana Tomića 32, Topola(Varošica),
34310 Topola, Srbija
koje zastupa
Direktor Aleksandra Đorđević
(u daljem tekstu: **Kupac**)
Matični broj: 07862911
PIB: 101221039
Poslovna banka: Banka Intesa A.D. Beograd
Račun broj: 160-106384-54

PREDMET UGOVORA

Član 1.

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

- Otpadni kalajni mulj, indeksnog broja 11 01
09, u količini od cca 30 tona

(u daljem tekstu: **otpad**), generisanog od strane

**CONTRACT
ON THE SALE OF HAZARDOUS WASTE**

Concluded between:

HBIS GROUP Serbia Iron & Steel llc Belgrade
Address of the seat: Bulevar Mihajla Pupina 6,
Belgrade-New Belgrade, 11000 Belgrade, Serbia
Address for the receipt of mail: Carigradska 55, Radinac,
11300 Smederevo, Serbia
Represented by
Sihai Song, Director or
Lianxi Wang or Wei Dongming, by power of attorney
(hereinafter: **the Seller**)
Reg. No.: 21203980
Tax ID No.: 109573856
Bank: Unicredit Bank Srbija A.D. Beograd
Bank Account number: 170-0030029019000-73

and

**Preduzeće za proizvodnju, promet i usluge Stara
Varoš d.o.o Topola (Varošica)**
Address: Pilota Zorana Tomića 32, Topola(Varošica),
34310 Topola, Srbija
represented by
the Director Aleksandra Đorđević
(hereinafter: **the Buyer**)
Reg. No.: 07862911
Tax ID No.: 101221039
Business bank: Banka Intesa A.D. Beograd
Account No.: 160-106384-54

SUBJECT OF THE CONTRACT

Article 1

1.1 The subject of this Contract is the regulation of
mutual rights and obligations of the Contracting Parties
regarding the sale of **hazardous waste:**

- waste tin sludge, of the index No. 11 01 09, in the
quantity of approximately 30 tons

(hereinafter: the **waste**), generated by the Seller at the

Prodavca na lokaciji ogranka u Šapcu, 15000 Šabac, koji će Kupac kao operater kupiti radi vršenja sakupljanja, transporta i skladištenja ove vrste otpada.

1.2. Količine otpada koje su predviđene ovim Ugovorom predstavljaju okvirne količine koje Prodavac može da 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, kao i veća, od ugovorene količine (u slučaju veće od ugovorene količine predmetnog otpada, ugovorne strane regulisaće istu aneksom ovog ugovora). Ukupno isporučene količine će zavisiti od stvarnih količina otpada koji se generiše na lokaciji Prodavca, a koje će Prodavac isporučiti u skladu sa odredbama ovog ugovora i po dostavljanju najavi od strane Kupca.

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

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

- Rešenje o izdavanju dozvole za skladištenje opasnog otpada broj 19-00-00019/2018-06 od 29.11.2018.god. izdato od strane Republike Srbije, Ministarstva za zaštitu životne sredine
- Za potrebe transporta opasnog otpada koji je predmet ovog ugovora sa lokacije Prodavca na lokaciju Kupca, Kupac će o svom trošku angažovati operatera Bomit-R d.o.o. koji poseduje važeće Rešenje kojim se izdaje dozvola za transport otpada koji je predmet ovog ugovora. (Rešenje br. 19-00-00600/2019-06 od 1.10.2019.god. izdato od strane Ministarstva zaštite životne sredine).

Kupac može vršiti transport otpada koje je predmet ovog Ugovora i preko ovlašćenih operatera za prevoz otpada koji je predmet Ugovora, a koje angažuje o svom trošku. Kupac se obavezuje da Prodavcu pre zaključenja ovog Ugovora dostavi na uvid dozvole operatera koji će vršiti transport. Tek nakon uvida i saglasnosti Prodavca na dostavljene dozvole, Kupac može vršiti prevoz otpada koji je predmet Ugovora preko ovlašćenog operatera.

location of the branch in Šabac, 15000 Šabac, which the Buyer, as the operator, shall purchase for the purpose of collection, transportation, and storage of this type of waste.

1.2. The quantities specified herein represent approximate 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 actual quantity of the waste supplied by the Seller can be smaller, as well as greater than the contracted quantity (in case of a greater quantity than the contracted quantity of the subject waste, the Contracting Parties shall regulate it by an annex to this contract). The total delivered quantities shall depend on the actual quantities of the waste generated at the Seller's location, which the Seller shall deliver in accordance with the provisions of this Contract and upon the announcement delivered by the Buyer.

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


1.4. The Buyer possesses a valid permit for the handling with the subject waste, specifically:

- The Decision on issuing the permit for the storage of hazardous waste No. 19-00-00019/2018-06, dated November 29th, 2018, issued by the Republic of Serbia, the Ministry of Environmental Protection,
- For the needs of transportation of hazardous waste which is the subject of this contract from the Seller's location to the Buyer's location, the Buyer shall, at its own expense, engage the operator Bomit-R d.o.o. which possesses the valid Decision by which the permit for the transportation of the waste subject to this contract is issued. (Decision No. 19-00-00600/2019-06, dated October 1st, 2019, issued by the Ministry of Environmental Protection).

The Buyer can also perform the transportation of waste which is the subject of this Contract via authorized operators for the transportation of the subject waste herein, and it engages them at its own expense. The Buyer obligates itself to submit for inspection to the Seller prior to the conclusion of this Contract the permits of the operators that are going to perform transportation. The Buyer can perform transportation of the waste subject herein via the authorized operator only after the Seller's inspection and consent to the submitted permits.

<p>1.5. 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 opasnog 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 i skladištenje otpada koji je predmet ovog Ugovora, izvršiti u skladu sa Zakonom o zaštiti životne sredine ("Sl.glasnik" RS br.135/2004, 36/2009, 36/2009 - dr. zakon i 72/2009 - dr. Zakon, 43/2011-odluka US, 14/2016, 76/2018 i 95/2018-dr.zakon), Zakonom o upravljanju otpadom ("Sl.glasnik RS" br.36/2009, 88/2010, 14/2016 i 95/2018-dr.zakon), Pravilnikom o obrascu dokumenta o kretanju 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>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 style="text-align: center;">CENA, NAČIN I USLOVI PLAĆANJA</p> <p style="text-align: center;">Član 4.</p> <p>4.1. Ugovorne strane su se dogovorile da cena za otpad koji je predmet ovog Ugovora iznosi:</p> <p style="text-align: center;">30,00 EUR/t</p>	<p>1.5. The stated Decisions constitute 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 hazardous waste with the determined deadlines and conditions of sale to be applied to 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 regulating the handling of waste.</p> <p>3.2. The Contracting Parties are obligated to perform the collection, loading, transportation and storage of the subject waste in accordance with the Environmental Protection Law (Official Gazette of the Republic of Serbia No. 135/2004, 36/2009, 36/2009 - other law and 72/2009 - other law, 43/2011 - the CC decision, 14/2016, 76/2018, and 95/2018 - other law), the Law on Waste Management ("Official Gazette RS", No. 36/2009, 88/2010, 14/2016, and 95/2018 – other law), the Rulebook on the form of the document on hazardous waste movement, on the form of the prior notification, 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 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, the delivery of waste, the measures which must be taken for transport preparation during packing, loading, unloading, weighing and all other accompanying operations with the waste, as well as the handover of the transportation documents.</p> <p style="text-align: center;">PRICE, METHOD AND CONDITIONS OF PAYMENT</p> <p style="text-align: center;">Article 4</p> <p>4.1. The Contracting Parties have agreed that the price of the subject waste amounts to:</p> <p style="text-align: center;">30.00 EUR/t</p>
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<p>Cena otpada je utvrđena na paritetu FCA, privremeno skladište Prodavca HBIS GROUP Serbia Iron & Steel d.o.o. Beograd Ogranak Šabac, 15000 Šabac - utovareno u prevozno sredstvo Kupca u skladu sa pravilima INCOTERMS ® 2010.</p> <p>4.2. U cenu nije uračunat (PDV).</p> <p>4.3. Fakturisani iznos će odgovarati neto težini preuzetog kalajnog mulja od strane Kupca.</p> <p>4.4 Kupac će plaćati u dinarskoj protivvrednosti prema zvanično objavljenom srednjem kursu NBS na dan prometa.</p> <p>4.5. Kupac se obavezuje da izvrši plaćanje otpada u roku od 5 dana od dana izdavanja fakture.</p>	<p>The price of the waste has been established on the delivery term FCA, temporary warehouse of the Seller HBIS GROUP Serbia Iron & Steel llc Belgrade the Branch of Šabac, 15000 Šabac – loaded into the Buyer’s means of transportation in accordance with the rules of INCOTERMS ® 2010.</p> <p>4.2. The price does not include VAT.</p> <p>4.3. The invoiced amount shall correspond to the net weight of tin sludge taken over by the Buyer.</p> <p>4.4 The Buyer shall be performing payments in RSD equivalent value according to the officially published middle exchange rate of the NBS on the day of the trade.</p> <p>4.5. The Buyer is obligated to perform the payment of the waste within 5 days as of the day of the invoice issuance.</p>
<p>4.6 Prateća dokumentacija definisana je propisima koji regulišu način postupanja sa otpadom.</p> <p>4.7 Prodavac nije u obavezi da Kupcu nadoknadi troškove koje Kupac može imati tokom preuzimanja otpada, a koji nisu ovim Ugovorom odnosno Aneksima ovog Ugovora predviđeni, osim naknadnih, nepredviđenih, neophodnih i razumnih troškova radi otklanjanja eventualne štete ili izvesne opasnosti od nastanka štete (shodno zakonu).</p>	<p>4.6 The accompanying documentation is defined by the regulations that regulate the manner of handling the waste.</p> <p>4.7 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 defined within this Contract, that is, within the Annexes to this Contract, except for additional, unexpected, necessary and reasonable expenses for the removal of possible damage or certain danger that damage could occur (pursuant to the law).</p>
<p style="text-align: center;">MESTO ISPORUKE I ROKOVI</p> <p style="text-align: center;">Član 5.</p> <p>5.1 Otpad iz ovog Ugovora će biti isporučen u skladu sa ugovorenim uslovima iz odredaba ovog Ugovora, na paritetu FCA, privremeno skladište Prodavca HBIS GROUP Serbia Iron & Steel d.o.o. Beograd Ogranak Šabac, 15000 Šabac - utovareno u prevozno sredstvo Kupca u skladu sa pravilima INCOTERMS ® 2010.</p> <p>5.2 Kupac se obavezuje da obezbedi prevoz otpada o svom trošku, prevoznim sredstvom koje ispunjava uslove za prevoz otpada, shodno zakonskim i podzakonskim propisima, a Prodavac se obavezuje da na odgovarajući način, u skladu sa propisima koji regulišu</p>	<p style="text-align: center;">PLACE OF DELIVERY AND TIME LIMITS</p> <p style="text-align: center;">Article 5</p> <p>5.1 The waste from this Contract shall be delivered pursuant to the conditions contracted within the provisions of this Contract, on the delivery term FCA, temporary warehouse of the Seller HBIS GROUP Serbia Iron & Steel llc Belgrade the Branch of Šabac, 15000 Šabac – loaded into the Buyer’s means of transportation all in accordance with the rules of INCOTERMS ® 2010.</p> <p>5.2 The Buyer obligates itself to provide the transportation of waste at its own expense, using the means of transportation that meets all the requirements for waste transportation, in accordance with legal and sub-legal regulations, and the Seller obligates itself to</p>


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postupanje sa opasnim otpadom, vrši utovar otpada svojim viljuškarom u transportno sredstvo koje je obezbedio Kupac.

5.3 Kupac je u obavezi da otpad preuzme najkasnije **do 20. 12. 2022. godine.**

KVANTITATIVNI PRIJEM OTPADA

Član 6.

6.1. Prilikom preuzimanja otpada vrši se merenje svakog punog plastičnog kontejnera sa kalajnim muljem. Na osnovu tako utvrđene količine otpada (razlika između težine punog i praznog plastičnog kontejnera), Prodavac ispostavlja fakturu za plaćanje neto isporučenih količina otpada.

6.2 Utovar otpada u vozilo vrši Prodavac.

6.3 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 oslobođa

perform, using its own forklift, the loading of the waste into the means of transportation provided by the Buyer, in an appropriate manner, in accordance with the regulations regulating the handling of hazardous waste.
5.3 The Buyer is obligated to take over the waste **by December 20th, 2022**, at the latest.

QUANTITATIVE RECEIPT OF WASTE

Article 6

6.1. Weighing of each full plastic container with tin sludge shall be performed during the takeover of the waste. Based on the quantity of waste determined in such manner (the difference between the weight of a full and empty plastic container), the Seller shall issue an invoice for the payment of the net delivered quantities of waste.

6.2 The loading of the waste into the vehicle shall be performed by the Seller.

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

WARRANTIES

Article 7

7.1 Authorization for performing activity: The Buyer states and warrants that its company is qualified to perform the work subject to this Contract and that it has obtained all rights, powers and authority to enter and execute the present Contract. The Buyer is obligated to obtain all current permits, decisions, i.e. approval from the competent Ministry and other competent authorities, stipulated for the realization of this Contract.

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

TAXES, CONTRIBUTIONS AND ACCOUNTING CONTROL

Article 8

8.1 Taxes and contributions: The Buyer is responsible

svake odgovornosti Prodavca od obaveza obračuna, izveštavanja, zavođenja i plaćanja svih doprinosa, poreza i premija naplativih po pozitivnim zakonskim propisima Republike Srbije.

8.2 Kupac je obavezan da u skladu sa članom 40 Zakona o porezu na dobit pravnih lica obustavi i na propisan račun uplati porez po odbitku po stopi od 1% od iznosa isplaćene naknade.

PROVERA I USAGLAŠAVANJE PODATAKA

Član 9.

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

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

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

NAKNADA ŠTETE I OSIGURANJE

Član 10.

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

Rizik od gubitka otpada prelazi sa Prodavca na Kupca u momentu preuzimanja otpada na paritetu **FCA, privremeno skladište Prodavca HBIS GROUP Serbia Iron & Steel d.o.o. Beograd Ogranak Šabac, 15000 Šabac - utovareno u prevozno sredstvo Kupca u skladu sa pravilima INCOTERMS ® 2010** od kog trenutka Kupac postaje jedino odgovoran za svako dalje

for and releases the Seller from every responsibility of accounting duty, reporting, recording and payment of all 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 into the prescribed account of the withholding tax at the rate of 1% of the amount of the paid compensation.

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 their harmonization.

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

COMPENSATION OF DAMAGE AND INSURANCE

Article 10

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

The risk of loss of the waste shall transfer from the Seller to the Buyer at the moment of the takeover of the waste on the delivery term **FCA, temporary warehouse of the Seller HBIS GROUP Serbia Iron & Steel llc Belgrade the Branch of Šabac, 15000 Šabac – loaded into the Buyer's means of transportation all in accordance with the rules of INCOTERMS ® 2010,**

<p>raspolaganje otpadom.</p> <p>10.2 Kupac je saglasan da će štititi, obešteti i osloboditi odgovornosti Prodavca za sve zahteve, troškove ili sve vidove materijalne i nematerijalne štete koje nastanu krivicom Kupca, a koje može zahtevati bilo koji subjekt za telesne povrede, bolest, smrt, oštećenje imovine ili kršenje ili zloupotrebu zakona po ovom Ugovoru.</p>	<p>from which moment the Buyer becomes solely responsible for any further disposal with the waste.</p> <p>10.2 The Buyer has agreed to protect, indemnify and release the Seller from responsibility for all and any claims, expenses, or all kinds of material and nonmaterial damage which occur by the Buyer's fault, and which can be demanded by any subject for bodily injuries, sickness, death, damage to property, or breaking the law or the abuse of law according to this Contract.</p>
<p>POSEBNE OBAVEZE KUPCA</p>	<p>SPECIAL OBLIGATIONS OF THE BUYER</p>
<p>Član 11.</p>	<p>Article 11</p>
<p>11.1 Kupac je dužan da:</p> <ul style="list-style-type: none"> - izvrši poslove iz predmeta ovog Ugovora profesionalno i blagovremeno, saglasno Ugovoru i zakonima i propisima koji regulišu obavljanje ove delatnosti i da dostavi dokaze da je ovlašćen za ovu vrstu delatnosti i za postupanje sa predmetnim otpadom; - dostavi dokaz da raspolaže odgovarajućim prevoznim sredstvima za prevoz otpada koji je predmet ugovora, odnosno da za transport opasnog otpada angažuje samo ovlašćene operatere za transport opasnog otpada koji je predmet ovog Ugovora; - da otpad preuzima u skladu sa zahtevima i potrebama Prodavca; - 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; - snosi svu odgovornost za način postupanja sa otpadom; - tri dana pre dogovorenog termina isporuke na 	<p>11.1 The Buyer is obligated to:</p> <ul style="list-style-type: none"> - perform the works subject to this Contract professionally and timely, in compliance with the Contract and the laws and regulations which regulate the performance of this activity and to deliver evidence that it is authorized for this type of activity and for the handling of the subject waste; - submit evidence that it has at its disposal the appropriate means of transportation for the transportation of the subject waste, i.e., with regard to the transportation of hazardous waste, to only engage operators authorized for the transportation of the subject hazardous waste; - to take over the waste in accordance with the requests and needs of the Seller; - inform the Seller on the course of service 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 Buyer, from the moment of taking over the waste, that is, from the moment of loading the waste into the means of transportation, regardless of whether it was aware of such defects; - bear all responsibility regarding the manner of handling the waste; - to submit, three days prior to the agreed delivery

<p>email adresu mpajic@hbisserbia.rs - dostavi sledeće podatke:</p> <p>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:</p> <p>PIB i matični broj primaoca otpada, tačan naziv iz APR-a primaoca otpada, odgovorno lice primaoca otpada, broj dozvole primaoca otpada i datum njenog izdavanja, kao i brojeve telefona, ili popunjen obrazac dokumenta o kretanju opasnog otpada u delu C i D, u skladu sa važećom zakonskom procedurom, 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), na osnovu kojih će Prodavac izvršiti prethodno obaveštenje o načinu kretanja otpada koji je predmet ovog Ugovora.</p> <p>Nakon preuzimanja otpada koji je predmet ovog Ugovora, dostavljena dokumenta o kretanju opasnog otpada potpiše i overi i vrati Prodavcu 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).</p> <ul style="list-style-type: none"> - Kupac/operator koji preuzima otpad je u obavezi da postupa u skladu sa važećim dozvolama koje poseduje, koje su kao Prilog br. 1 sastavni deo ovog Ugovora, kao i u skladu sa drugim aktima nadležnih organa, a u cilju zakonitog delovanja i zaštite životne sredine; - ispunjava druge obaveze predviđene zakonom i ovim Ugovorom <p>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.</p>	<p>date, to the following email address: mpajic@hbisserbia.rs, the following data:</p> <p>the exact name from the Business Registers Agency (the BRA) of the waste carrier, the Tax ID number and registration number of the carrier, the license plate number of the means of transportation, the routes of movement, the carrier's permit number and the date of its issuance, the carrier's responsible person and phone numbers, as well as:</p> <p>the Tax ID number and registration number of the recipient of waste, the exact name from the BRA of the recipient of waste, the responsible person of the recipient of waste, the permit number of the recipient of waste and the date of its issuance, as well as phone numbers, or the completed form of the document on the movement of hazardous waste in parts C and D, in accordance with the valid legal procedure, that is, the Rulebook on the form of the document on hazardous waste movement, on the form of the prior notification, manner of its delivery and the instruction for their completion ("Official Gazette RS", No. 17/2017), based on which the Seller shall perform a prior notification on the manner of movement of waste which is the subject of this Contract.</p> <p>After the takeover of the waste subject herein, to sign and verify the delivered documents on hazardous waste movement and return them to the Seller in accordance the Rulebook on the form of the document on hazardous waste movement, on the form of the prior notification, manner of its delivery and the instruction for their completion ("Official Gazette RS", No. 17/2017).</p> <ul style="list-style-type: none"> - the Buyer/the Operator taking over the waste is obligated to act in accordance with the valid permits it possesses, which form an integral part of this Contract as Attachment No 1, as well as in accordance with other enactments of the competent authorities, all with the aim of acting in a legal manner and protecting the environment. - fulfill other obligations stipulated by law and this Contract. <p>11.2 The Buyer is obligated to submit to the Seller the valid permits based on which it operates the waste, in accordance with the provisions of this Contract, prior to the conclusion of this Contract.</p>
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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 posedu Prodavca, svih pravila i mera bezbednosti i zdravlja na radu ustanovljenih od strane Prodavca kao i propisa Republike Srbije o bezbednosti i zdravlju na radu, zaštiti na radu, zaštiti od požara i ostalih srodnih propisa.

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.

SAFETY RESPONSIBILITY

Article 12

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

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

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

12.4. The Buyer is obligated to instruct its employees on the Seller's occupational safety regulations and standards in force and comply with their provisions. The Buyer's head employees shall instruct all employees participating in the loading of the waste materials, as well as all persons whose presence at the site for loading of the waste material is known to the Buyer, on the safety regulations in a provable way and they shall take measures necessary for the observance thereof.

12.5. Reporting, investigation and recording 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 transportation of the waste are obligated to use personal occupational safety protection aids that are prescribed for the given site for loading of the waste materials. Wearing safety shoes, hardhats and safety glasses represents the minimum of such protection.

12.7. Basic principles and procedures at entry-permission arranging for individuals, motor vehicles and mechanization and the general conditions related to identification cards are regulated in accordance with the Seller's normative acts in force and the instructions of

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 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 opasnim otpadom u skladu sa Zakonima, Uredbama i Pravilnicima koji regulišu ovu oblast;
- Otpad isporuči nakon dobijanja Izveštaja o ispitivanju otpada.
- Na osnovu dobijenih podataka od Kupca, Prodavac 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 Ugovora, odnosno u skladu sa važećim propisima popuniti

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 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 with regard to performing the subject works, thereby violating the prescribed 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 the Seller for all the damage, in accordance with the provisions of the Contract.

SPECIAL OBLIGATIONS OF THE SELLER

Article 13

13.1 The Seller is obligated to:

- treat the hazardous waste in accordance with the laws, decrees and rulebooks that regulate this area;
- deliver the waste after receiving the Report on Waste Inspection.
- based on the data received from the Buyer, the Seller shall, in accordance with the valid legal regulations, that is, with the Rulebook on the form of the document on hazardous waste movement, on the form of the prior notification, manner of its delivery and the instruction for their completion ("Official Gazette RS", No. 17/2017), perform a prior notification on the manner of the movement of waste which is the subject of this Contract, that is, in accordance with the valid regulations, complete

Dokument o kretanju opasnog 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 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 14.

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

OSLOBAĐANJE OD ODGOVORNOSTI

Član 15.

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

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

15.3. Pod pojmom više sile smatraju se spoljni i vanredni događaji koji nisu postojali u vreme potpisivanja ugovora, koji su nastali mimo volje i moći ugovornih strana, čije nastupanje i dejstvo strane nisu mogle sprečiti merama i sredstvima koja se mogu u konkretnoj situaciji opravdano tražiti i očekivati od strane koja je pogođena višom silom.

15.4. Slučajevi više sile uključuju bez ograničenja

the Document on the hazardous waste movement.

- 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 hazardous waste movement, on the form of the prior notification, manner of its delivery and the instruction for their completion ("Official Gazette RS", No. 17/2017),
- keep proper records,
- perform all others obligations defined by this Contract.

CONFIDENTIALITY

Article 14

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

RELEASE FROM RESPONSIBILITY

Article 15

15.1. The Contracting Parties can be released from responsibility in certain circumstances which occurred irrespective of their will.

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

15.3. External and extraordinary events not existing at the time of the signing of the Contract, that occurred irrespective of the will and power of the Contracting Parties, whose occurrence and effects could not be prevented by measures and means which could reasonably be requested and expected from the affected Party for the actual situation, are considered to be cases of Force Majeure.

15.4. Cases of Force Majeure include, but are not limited

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

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

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

ŠTETNE I OPASNE MATERIJE

Član 16.

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

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 the cases of Force Majeure.

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

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

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

HARMFUL AND DANGEROUS MATERIALS

Article 16

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

RASKID UGOVORA

Član 17.

17.1. Ovaj Ugovor se može raskinuti:

- Pismenim sporazumom ugovornih strana sa otkaznim rokom od 8 (osam) dana, osim ako se ugovorne strane ne saglase o kraćem periodu;
- Jednostrano u slučaju da druga ugovorna strana učini povredu bilo koje odredbe ovog Ugovora, u kom slučaju raskid Ugovora stupa na snagu danom prijema obaveštenja o raskidu;
- Jednostrano na inicijativu bilo koje ugovorne strane, bez navođenja razloga za raskid Ugovora uz poštovanje otkaznog roka od 8 (osam) dana;
- Obe ugovorne strane mogu da raskinu ovaj Ugovor u slučaju da po zaključenju Ugovora nastupe promenjene okolnosti ili okolnosti koje otežavaju ispunjenje obaveze jedne ugovorne strane ili ako se zbog njih ne može ostvariti svrha Ugovora, a koje se nisu mogle predvideti u trenutku potpisivanja Ugovora, u kom slučaju raskid Ugovora stupa na snagu danom prijema obaveštenja o raskidu.

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

STUPANJE NA SNAGU I TRAJANJE UGOVORA

Član 18.

18.1 Ovaj Ugovor stupa na snagu kada ga potpišu obe ugovorne strane. Datumom stupanja na snagu smatra se datum poslednjeg potpisa Ugovornih strana. U slučaju da neka od ugovornih strana nije naznačila datum potpisivanja Ugovora, kao merodavan datum stupanja na snagu smatraće se poslednji naznačeni datum u Ugovoru.

18.2 U cilju stupanja na snagu ugovora obe ugovorne

TERMINATION OF THE CONTRACT

Article 17

17.1. This Contract can be terminated:

- By written agreement of the Contracting Parties with an 8 (eight) days termination notice, unless the Contracting Parties agree on a shorter period;
- Unilaterally, in case the other Contracting 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;
- Unilaterally, pursuant to the initiative from any Party without stating the termination cause while honoring the termination notice period of 8 (eight) days;
- 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 day the termination notice is received.

17.2 Each Contracting Party is obligated to settle all of its obligations which occurred up to the day of this Contract's termination.

EFFECTIVENESS AND VALIDITY PERIOD OF THE CONTRACT

Article 18

18.1 The present Contract shall come into force when signed by both Contracting Parties. The date of the latest signature of the Parties hereto shall be deemed as the effective date. In case any of the Contracting Parties has not indicated the date of signing the Contract, the last specified date in the Contract shall be deemed as the binding effective date.

18.2 With the goal of the Contract's coming into force,

<p>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.</p> <p>18.3 Ovaj Ugovor se zaključuje na određeno vreme i trajaće zaključno sa 20. 12. 2022. godine.</p>	<p>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.</p> <p>18.3 This Contract is hereby concluded for a definite period of time and shall be valid through December 20th, 2022.</p>
<p style="text-align: center;">IZMENE I DOPUNE UGOVORA</p> <p style="text-align: center;">Član 19.</p> <p>19.1. Izmene i dopune ovog Ugovora mogu se vršiti pismenim putem. Biće punovažne i obavezujuće ugovorne strane samo one izmene i dopune koje su sačinjene sporazumno u pismenoj formi, putem Aneksa ovog Ugovora.</p>	<p style="text-align: center;">AMENDMENTS AND SUPPLEMENTS TO THE CONTRACT</p> <p style="text-align: center;">Article 19</p> <p>19.1. Amendments and supplements to the present Contract shall be made only in writing. Only those amendments and supplements that are made by mutual consent and in writing, via an annex to this Contract, shall be valid and binding upon the Contracting Parties.</p>
<p style="text-align: center;">USTUPANJE UGOVORA</p> <p style="text-align: center;">Član 20.</p> <p>20.1. Ugovorne strane su saglasne da se prenos pojedinih prava i obaveza, kao i prenos celog Ugovora o prodaji otpada, uključujući i prenos potraživanja nastalih iz ovog Ugovora, mogu izvršiti na treća lica samo uz prethodnu saglasnost druge ugovorne strane.</p> <p>20.2 Pristanak na ustupanje Ugovora kao i ustupanje pojedinih prava i obaveza, uključujući i ustupanje potraživanja je punovažan samo ako je dat u zakonom propisanoj formi za ustupljeni ugovor.</p>	<p style="text-align: center;">ASSIGNMENT OF CONTRACT</p> <p style="text-align: center;">Article 20</p> <p>20.1. The Contracting Parties have agreed that the transfer of certain rights and obligations, as well as of the entire Contract on the Sale of Waste, including the transfer of receivables arising from this Contract, can be performed onto a third party only if the consent of the other Contracting Party has been previously provided.</p> <p>20.2 Consent for the assignment of the Contract, as well as the assignment of certain rights and obligations, including the assignment of receivables, is valid only if it is provided in the legally prescribed form for an assigned contract.</p>
<p style="text-align: center;">REŠAVANJE SPOROVA</p> <p style="text-align: center;">Član 21.</p> <p>21. Sve eventualne sporove i nesporazume koji bi mogli nastati iz ovog ugovora, ugovorne strane će pokušati da reše sporazumno.</p> <p>21. Ukoliko ugovorne strane ne postignu sporazumno rešenje, za rešavanje sporova nadležan je Privredni sud</p>	<p style="text-align: center;">SETTLEMENT OF DISPUTES</p> <p style="text-align: center;">Article 21</p> <p>21. The Contracting Parties shall try to settle amicably all possible disputes and misunderstandings which might arise from the present Contract.</p> <p>21.2. If the Contracting Parties fail to reach a mutual resolution, the competence of the Commercial Court in</p>

u Požarevcu.	Požarevac shall be agreed upon for the resolution of the disputes.
ZAVRŠNE ODREDBE	FINAL PROVISIONS
Član 22.	Article 22
22.1. Za sve što nije predviđeno ovim ugovorom, primenjivaće se pozitivni zakonski propisi RS, a posebno propisi koji se odnose na zaštitu životne sredine.	22.1. Valid legal regulations of the Republic of Serbia, and especially regulations related to environmental protection, shall be applied to all the circumstances not stipulated by the present Contract.
22.2. Ovaj ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih svaka ugovorna strana zadržava po 2 (dva) primerka.	22.2. This Contract has been created in 4 (four) identical counterparts, 2 (two) of which shall be retained by each Contracting Party.

CB

S.M.

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

Preduzeće za proizvodnju, promet i usluge Stara Varoš d.o.o Topola (Varošica)



 Datum: / Date: _____


 Aleksandra Đorđević
 Direktor / Director

 Datum: / Date: _____