

CONTRACT ON ASSUMING OBLIGATIONS BASED ON THE LAW ON PACKAGING AND PACKAGING WASTE
No. _____

Entered in Belgrade on _____, 2015 by and between:

Društvo za postupanje sa ambalažnim otpadom SEKOPAK DOO Beograd /Packaging Waste Treatment Company SEKOPAK DOO Belgrade/, registered office at 10B/2, Mihajla Pupina Blvd., 11070 Novi Beograd, identification number: 20221780; tax identification number /PIB/: 104723366, represented by Mrs. Violeta Belanović Kokir, Director General, hereinafter referred to as: the "Operator" or "Party";

And

Business Name:

Registered Office:

Identification No./Registration No.: _____

Tax identification No. /PIB/: _____

Current Account No.: _____

Authorized Person: _____

Hereinafter referred to as the "Client" or "Party".

When referred to jointly, i.e. collectively hereunder, the Operator and the Client shall be referred to as the "Parties".

Preamble

I

The Parties have mutually agreed that the legal framework for entering and execution of this Contract is given under the following regulations currently in effect in the Republic of Serbia:

Law on Waste Management ("Official Gazette of the Republic of Serbia", Nos. 36/09, 88/10);

Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No. 36/09 dated May 15, 2009).

II

The Parties have mutually agreed and stated as follows:

- WHEREAS, on May 21, 2010 Sekopak obtained the Resolution on Granting the License to the Packaging Waste Management System Operator, registration number 001, issued by the Ministry of Environment and Spatial Planning, whereby it acquired the capacity of

UGOVOR O PREUZIMANJU OBAVEZA PO OSNOVU ZAKONA O AMBALAŽI I AMBALAŽNOM OTPADU
Br. _____

Zaključen u Beogradu dana _____.____.2015. god. između:

Društva za postupanje sa ambalažnim otpadom SEKOPAK DOO Beograd, sa sedištem u Ul. Bulevar Mihajla Pupina 10B/2, 11070 Novi Beograd, MB 20221780, PIB 104723366, koje zastupa Violeta Belanović Kokir, generalni direktor, u daljem tekstu ovog Ugovora označen kao „Operater“ ili „Ugovorna strana“;

i

Naziv:

Sedište:

MB: _____

PIB: _____

Tekući račun: _____

Ovlašćeno lice: _____

U daljem tekstu ovog Ugovora označen kao „Klijent“ ili „Ugovorna strana“.

Kada se Operater i Klijent u ovom Ugovoru navode zajednički, tj. zbirno, tada su označeni kao „Ugovorne strane“.

Preambula

I

Ugovorne strane saglasno konstatuju da se pravni okvir za zaključenje i izvršenje ovog Ugovora nalazi u sledećim pozitivnim propisima Republike Srbije:

Zakon o upravljanju otpadom ("Sl. glasnik RS", br. 36/2009 i 88/2010);

Zakon o ambalaži i ambalažnom otpadu ("Sl. glasnik RS", br. 36/2009 od 15.05.2009. g.).

II

Ugovorne strane saglasno konstatuju:

- Da je Sekopak dana 21.05.2010. g. od Ministarstva životne sredine i prostornog planiranja Republike Srbije pribavio Rešenje o izdavanju dozvole operateru sistema upravljanja ambalažnim otpadom, Registarski broj 001, čime je stekao svojstvo Operatera u smislu

Operator in accordance with provisions of the Law and this Contract;

- WHEREAS the Client has been acting in the capacity of manufacturer and/or importer and/or packer/filler and/or supplier in accordance with the provisions of the Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No. 36/09) and hereby transfers its packaging waste management obligation to SEKOPAK in accordance with the provision of Article 24 of the Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No. 36/09);
- WHEREAS this Contract has been entered by the Parties with the intention to achieve following general objectives: conservation of natural resources; protection of the environment and human health; development of the cutting-edge technologies within the production of packaging; implementation of the optimum packaging and waste packaging management system in compliance with the responsibility allocation principle; market functioning in the Republic of Serbia; preventing trading obstacles; avoidance of disturbances and restrictions in market competition;
- WHEREAS the Parties shall, during execution of this Contract, observe the national Plan of Reduction of the Packaging Waste in the time period from 2015 to 2019 ("Official Gazette of the Republic of Serbia", No. 144/2014), as well as the specific national targets with respect to the packaging waste structure, as projected for the same time period;
- WHEREAS on July 15, 2010 Sekopak obtained the Decision issued by the Commission for the Protection of Competition of the Republic of Serbia, whereby the Memorandum of Incorporation of the Packaging Waste Treatment Company Sekopak d.o.o. Belgrade, with its amendments and supplements has been exempted from the ban;
- WHEREAS Sekopak in the capacity of Operator has decided to observe the following principles:
 - a) Fulfillment of legal obligations on packaging with maximum ecological benefits and minimum economic investments;
 - b) Operating under the actual calculation of costs net of subsidizing materials;
 - c) Transparent and confidential operations;
 - d) Equal treatment of all clients;
 - e) Cooperation with competent Ministries and local communities based on partnership and willingness.

NOW, THEREFORE, THE PARTIES have agreed as follows:

Scope of the Contract

Article 1

Mutual rights and obligations of the Client and Operator in

odredaba Zakona i ovog Ugovora;

- Da Klijent ima svojstvo proizvođača i/ili uvoznika i/ili pakera/punioca i/ili isporučioaca u smislu odredbi Zakona o ambalaži i ambalažnom otpadu ("Sl. glasnik RS", br. 36/2009) i da ovim Ugovorom prenosi na SEKOPAK svoju obavezu upravljanja ambalažnim otpadom, a u smislu odredbe čl. 24. Zakona o ambalaži i ambalažnom otpadu ("Sl. glasnik RS", br. 36/2009).
- Da se Ugovorne strane u izvršenju ovog Ugovora rukovode sledećim opštim ciljevima: očuvanje prirodnih resursa; zaštita životne sredine i zdravlja ljudi; razvoj savremenih tehnologija proizvodnje ambalaže; uspostavljanje optimalnog sistema upravljanja ambalažom i ambalažnim otpadom u skladu sa načelom podela odgovornosti; funkcionisanje tržišta u RS, prevencija stvaranja trgovinskih prepreka, izbegavanje poremećaja i ograničenja u konkurenciji na tržištu;
- Da će se Ugovorne strane u izvršenju ovog Ugovora rukovoditi nacionalnim Planom za smanjenje ambalažnog otpada za period od 2015. do 2019. godine ("Sl. glasnik RS", br. 144/2014), kao i specifičnim nacionalnim ciljevima vezanim za strukturu ambalažnog otpada, projektovanim za isti period;
- Da je Sekopak 15.07.2010. g. pribavio Rešenje Komisije za zaštitu konkurencije Republike Srbije kojim se Ugovor o osnivanju privrednog društva za postupanje sa ambalažnim otpadom Sekopak d.o.o. Beograd, sa izmenama i dopunama, izuzima od zabrane;
- Da je Sekopak doneo odluku da se kao Operater rukovodi sledećim principima:
 - a) Ispunjenje zakonskih obaveza o ambalaži sa najvećom mogućom ekološkom dobiti i minimalnim ekonomskim ulaganjima;
 - b) Poslovanje uz stvarni obračun troškova, bez subvencionisanja materijala;
 - c) Transparentan i proverljiv rad;
 - d) Jednak tretman klijenata;
 - e) Saradnja sa nadležnim Ministarstvom i lokalnim zajednicama zasnovana na partnerstvu i dobroj volji.

POLAZEĆI OD GORE NAVEDENIH KONSTATACIJA UGOVORNE STRANE su se sporazumele kako sledi:

Predmet Ugovora

Član 1.

Ovim Ugovorom regulisane su međusobna prava i

the packaging waste management process are regulated hereunder. The Operator hereby assumes the Client's liability to manage the packaging waste prescribed under the Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No. 36/09).

In accordance with the provisions of the Contract, the term "**Packaging Waste Management**", has the following meaning: Organizing activities related to collecting, sorting, transport and treatment of packaging waste being the object-matter hereof, in minimum quantities required for fulfillment of the National Objectives in accordance with the Decree on Planned Reduction of Packaging Waste and keeping the capacity of an Operator.

Article 2

In accordance with provisions stipulated hereunder, the Packaging Waste Management relates to the following types of packaging:

- (1) Paper/cardboard
- (2) Plastics
- (3) Glass
- (4) Metal
- (5) Wood.

In accordance with the provisions stipulated hereunder, any packaging made of composite materials shall be treated as packaging manufactured from material prevailing in the composite packaging in accordance with the nomenclature set forth under the National Plan.

Article 3

Packaging Waste Management, i.e. rights and obligations of the Parties under provisions stipulated hereunder which relates to planning and organizing activities of collecting, transporting, storing, treatment and disposal of packaging waste in accordance with the Law are related only to the relevant market of the Republic of Serbia.

Operator's Obligations Article 4

1. The Operator undertakes to secure regular takeover and collection, reuse and recycling or disposal of the packaging waste in the name and on behalf of the Client in accordance with the Law.

2. The Operator hereby assumes only the Client's obligations related to the Packaging Waste Management as specified in Article 24 of the Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No. 36/09). The Client shall remain liable for all its other obligations deriving from its capacity of an entity in the Packaging and Waste Packaging Management as defined under the Law, such as, for example, reporting liability set forth in Article 39 of the Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No. 36/09).

obaveze Klijenta i Operatera u postupku upravljanja ambalažnim otpadom. Operater ovim ugovorom preuzima od Klijenta obavezu upravljanja ambalažnim otpadom propisanu Zakonom o ambalaži i ambalažnom otpadu ("Sl. glasnik RS", br. 36/2009).

„**Upravljanje ambalažnim otpadom**“, u smislu odredaba ovog Ugovora, ima sledeće značenje: Organizaciju aktivnosti na sakupljanju, razvrstavanju, transportu i tretmanu ambalažnog otpada koji je predmet ovog ugovora, najmanje u količinama potrebnim za ispunjenje Nacionalnih ciljeva u skladu sa Uredbom o planu smanjenja ambalažnog otpada i zadržavanja statusa Operatera.

Član 2.

Upravljanje ambalažnim otpadom u smislu odredbi ovog Ugovora može da se odnosi na sledeće vrste ambalaže:

- (1) Papir/karton
- (2) Plastika
- (3) Staklo
- (4) Metal
- (5) Drvo

Sva ambalaža od kompozitnih materijala biće po odredbama ovog Ugovora tretirana kao ambalaža proizvedena od materijala koji je preovlađujući u kompozitnoj ambalaži, a u smislu nomenklature predviđene Nacionalnim planom.

Član 3.

Upravljanje ambalažnim otpadom, odnosno prava i obaveze ugovornih strana po odredbama ovog Ugovora koje se odnose na planiranje i organizovanje aktivnosti vezanih za sakupljanje, transport, skladištenje, tretman i odlaganje ambalažnog otpada u smislu Zakona na tržištu Republike Srbije.

Obaveze Operatera Član 4.

1. Operater se obavezuje da u ime Klijenta obezbeđuje redovno preuzimanje i sakupljanje, ponovno iskorišćenje, reciklažu ili odlaganje ambalažnog otpada u skladu sa Zakonom.

2. Operater ovim Ugovorom na sebe preuzima samo one obaveze Klijenta za upravljanje ambalažnim otpadom koje su navedene u čl. 24. Zakona o ambalaži i ambalažnom otpadu ("Sl. glasnik RS", br. 36/2009), a sve druge obaveze Klijenta prema istom Zakonu ostaju i dalje obaveze Klijenta kao subjekta upravljanja ambalažom i ambalažnim otpadom, kao što je na primer obaveza izveštavanja iz čl. 39. Zakona o ambalaži i ambalažnom otpadu ("Sl. glasnik RS", br. 36/2009).

Article 5

The Operator undertakes to notify the public and end users on the purpose, objectives, method and place of collection of packaging, as well as on possibilities of its reuse and recycling, through the public media or Internet, i.e. in any other regularly used local manner.

Article 6

1. The Operator undertakes to notify the Client on current collected volume and types of packaging waste at least on a quarterly basis and to inform the Client on total volume and types of reused or disposed packaging waste in the previous year at least at the end of February of the current year; it should specify each method of reuse or disposal separately, as well as on the volume of recycled waste in the previous year for each type of waste separately – for which the Client paid the respective fee to the Operator.

2. The Operator undertakes to submit to the Environment Protection Agency the Report on Packaging and Packaging Waste Management for which the Client has paid the fee, as set forth and within the terms defined under the Law.

3. In case of Inspectorate supervision by the competent Ministry of the Republic of Serbia, the Operator undertakes to deliver to the Client data specified in Art. 48, paragraph 1, Items 7 and 8 of the Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No. 36/09) within the term determined in the order issued by the certified Inspector.

Article 7

1. The Operator undertakes to timely provide the Client a pricelist for individual types of packaging referred to under Article 2 hereof.

2. Valid Pricelist in published electronically (current Pricelist published on the Operator's web page) is enclosed as Exhibit 1 hereto.

3. At least until the end of November of a current year, the Operator undertakes to provide the Client the Pricelist that shall be valid in the next year.

4. The Pricelist shall be determined on annual basis, unless the given circumstances require otherwise. The Operator reserves the right, in case of changed circumstances in the market or some other changes, which directly or indirectly affect the operations of Sekopak, to alter the Pricelist unilaterally. A new Pricelist shall become valid for the Client within 60 days from the date of notice, provided that the date of electronic publishing or date of mailing the communication or sending it by a courier service shall be considered as the date of notification.

Član 5.

Operater se obavezuje da obaveštava javnost i krajnje korisnike o svrsi, ciljevima, načinu i mestu sakupljanja ambalaže, kao i o mogućnostima ponovnog iskorišćenja i reciklaže ambalažnog otpada, putem sredstava javnog informisanja ili interneta, odnosno na uobičajen lokalni način.

Član 6.

1. Operater se obavezuje da najmanje jednom u tri meseca izveštava Klijenta o tekućim prikupljenim količinama i vrstama ambalažnog otpada, a najkasnije do kraja februara meseca tekuće godine, izvesti Klijenta o ukupnoj količini i vrsti ponovo iskorišćenog ili odloženog ambalažnog otpada u prethodnoj kalendarskoj godini, za svaki metod iskorišćenja ili odlaganja posebno, kao i o količini otpada koji je recikliran u prethodnoj kalendarskoj godini, za svaku vrstu otpada posebno, a za koju je Klijent platio naknadu Operateru.

2. Operater se obavezuje da Agenciji za zaštitu životne sredine dostavlja Izveštaj o upravljanju ambalažom i ambalažnim otpadom za koji je plaćena naknada od strane Klijenta, sa sadržinom i u rokovima propisanim Zakonom.

3. Operater se obavezuje da, u slučaju Inspekciskog nadzora od strane ovlašćenog Ministarstva RS, dostavi klijentu podatke navedene u čl. 48. stav 1. tačke 7. 8. i 9. Zakona o ambalaži i ambalažnom otpadu ("Sl. glasnik RS", br. 36/2009), a u roku ostavljenom nalogom ovlašćenog Inspektora.

Član 7.

1. Operater se obavezuje da Klijentu blagovremeno izda važeći Cenovnik za pojedine vrste ambalaže iz čl. 2. ovog Ugovora.

2. Elektronski objavljen Cenovnik na snazi (važeći cenovnik objavljen na web stranici Operatera) je priložen kao Prilog 1. ovog Ugovora.

3. Operater se obavezuje, najkasnije do kraja meseca novembra tekuće godine, da Klijentu preda Cenovnik koji će važiti u narednoj godini.

4. Cenovnik će se formirati jedanput godišnje, osim ukoliko okolnosti slučaja budu zahtevale drugačije. Operater zadržava pravo, u slučaju promenjenih okolnosti na tržištu ili drugih promena koje imaju direktan ili indirektan uticaj na delatnost Sekopaka, da jednostrano promeni Cenovnik. Novi Cenovnik postaje važeći za Klijenta u roku od 60 dana od dana obaveštenja, pri čemu se kao dan obaveštenja uzima dan elektronskog objavljivanja ili predaja pismena na poštu ili kurirskoj službi.

5. The Operator reserves the right to change the structure of the Pricelist when preparing it in terms of grouping or dividing individual types of packaging.

6. When fixing the price for composite packaging (which are composed of two or more types of packaging materials), which were not determined separately in the Pricelist, the current price of the prevailing material shall be considered as the price of the respective composite packaging.

Client's Obligations

Article 8

1. The Client is obligated to submit to the Operator a Monthly Report:

- a. On the name, address, activity and activity code of manufacturers, importers, packers/fillers, suppliers and end users;
- b. On the volume of packaging which persons listed under Item a. above have put in circulation, imported or exported in another country;
- c. On other prescribed data.

2. Monthly Report referred to under Item 1 hereof must also include accurate data by types of packaging and volumes expressed in kilos (kg) and should be submitted to the Operator at least on the last day in the month for the preceding month (e.g. the Client is obligated to submit to the Operator the Monthly Report on packaging put into circulation on the relevant market in March on April 30, the latest.)

3. The Client is obligated to submit the Monthly Report for December until January 10 the latest. In January, January 31 inclusive, the Client reserves the right to deliver subsequent corrections to the Operator based on volumes of packaging put in circulation, imported or exported to another country in December. In that case (subsequent correction), the Operator is obligated to issue a credit or debit order to the Client, depending on the correction made.

4. Should the Client fail to submit a monthly report to the Operator in the manner and within the term defined in Items 1, 2 and 3 hereof, the Operator shall be obligated to perform its liability referred to under Article 4 hereof in volumes and value presented in the last/previous Monthly Report delivered by the Client and issue the Invoice to the Client on the corresponding amount. At the same time, the Contract shall be considered as terminated due to Client's default, without any obligation of the Operator to notify the Client accordingly. The termination shall become effective on the last day of the month following the month in which the Client failed to submit a Monthly Report.

5. When preparing and delivering a Monthly Report, the Client is obligated to use forms, programs and electronic standards prescribed and/or provided by the Operator,

5. Operater zadržava pravo da prilikom sastavljanja Cenovnika promeni i njegovu strukturu, u smislu grupisanja ili rasčlanjivanja pojedinih vrsta ambalaže.

6. Za potrebe određivanja odgovarajuće cene za kompozitne ambalaže (one koje su sastavljene od dve ili više vrsta ambalažnog materijala), a koje nisu posebno određene u Cenovniku, uzeće se kao važeća cena onog materijala koji ima pretežni udeo u predmetnoj kompozitnoj ambalaži.

Obaveze Klijenta

Član 8.

1. Klijent je u obavezi da Operateru podnosi pisani Mesečni izveštaj o:

- a. nazivu, adresi, delatnosti i šifri delatnosti proizvođača, uvoznika, pakera/punioca, isporučioća i krajnjeg korisnika;
- b. količini ambalaže koju su lica iz tačke a. ovog člana stavila u promet, uvezla ili izvezla u drugu državu;
- c. druge propisane podatke.

2. Mesečni izveštaj iz tačke 1. ovog člana mora da sadrži tačne podatke po vrstama ambalaže i po količinama izraženim u kilogramima (kg) i mora biti dostavljen Operateru najkasnije poslednjeg dana u mesecu za prethodni mesec (npr. Klijent je dužan da najkasnije 30. aprila preda Operateru Mesečni izveštaj za ambalažu stavljen u promet na relevantnom tržištu u mesecu martu).

3. Izveštaj za mesec decembar Klijent je dužan da podnese do 10. januara. Tokom meseca januara, a zaključno sa 31. januarom, Klijent zadržava pravo da dostavi Operateru naknadne korekcije po osnovu količina ambalaže koju je stavio u promet, uvezao ili izvezao u drugu državu u toku decembra. U tom slučaju (naknadne korekcije) Operater je u obavezi da izda Klijentu knjižno zaduženje ili odobrenje, u zavisnosti od korekcije.

4. Ukoliko Klijent ne podnese mesečni izveštaj Operateru na način i u roku opisanom u tačkama 1. 2. i 3. ovog člana Ugovora, Operater je u obavezi da za mesec za koji nije dostavljen izveštaj izvrši obavezu iz čl. 4. ovog Ugovora u količinama i po vrednosti iskazanoj u poslednjem/prethodnom Mesečnom izveštaju koji mu je Klijent ispostavio, kao i da za odgovarajući iznos izda Klijentu Fakturu. Pri tom, ovaj Ugovor će se smatrati raskinutim usled neizvršenja od strane Klijenta, bez obaveze Operatera da o tome na bilo koji način izveštava Klijenta. Otkazni rok ističe poslednjeg dana meseca, koji sledi mesecu u kojem je Klijent bio dužan da podnese Mesečni izveštaj.

5. Klijent je dužan, prilikom izrade i dostavljanja Mesečnog izveštaja, da koristi forme, programe i elektronske standarde propisane i/ili obezbeđene od

without any liability to pay any additional fee to the Operator. The electronically published Monthly Report Form constitutes the Exhibit 2 hereto. When preparing and delivering a Monthly report, the Client is obligated to use the "User Name" and "Access Code" provided by the Operator. The Client is not obligated to send by mail the Reports which were sent electronically.

The Client hereby appoints:

Name: _____

Surname: _____

Contact: _____

as the person authorized by the Client to be in charge of communication with the Operator related to the Monthly Report.

6. On inquiry and at Operator's sole discretion for fulfillment of the Operator's liabilities toward the Ministry in charge or some other competent authority, the Client is obligated to timely provide the Operator with other data relevant for fulfillment of the Operator's rights and obligations deriving hereunder and necessary for fulfillment of its obligations towards the Ministry in charge or other government body.

7. When entering this Contract, the Client is obligated to submit to the Operator the Cumulative Monthly Reports for the entire time period from January 1, 2015 up to the last day of a month preceding the month in which the Contract was entered. The Client undertakes to pay a fee to the Operator in accordance with the provisions of this Contract for the full volume of packaging reported in the Cumulative Monthly Report in accordance with Article 10 hereof. The Operator shall assume the obligation to fulfill all legal obligations of the Client related to the Packaging Waste Management covered by the Cumulative Monthly Report.

Article 9

The Client is liable to pay to the Operator a fee for provision of the Packaging Waste Management service referred to under Articles 4, 5 and 6 hereof in accordance with the current Pricelist, in the manner and within the terms determined hereunder.

Fee Article 10

1. The Fee referred to under Article 9 hereof shall be calculated and invoiced to the Client in accordance with the valid Pricelist. After receipt of a Monthly Report, the Operator shall invoice to the Client the amount corresponding to volumes and types of packaging specified in the Monthly Report multiplied by the prices given in the valid Pricelist on the last day of month in which the Report was submitted (e.g. April 30 for March).

strane Operatera, bez obaveze plaćanja posebne naknade Operateru. Elektronski objavljen Obrazac Mesečnog izveštaja je Prilog 2. ovog Ugovora. Klijent je dužan da prilikom sačinjavanja i slanja Mesečnog izveštaja koristi »korisničko ime« i »pristupnu šifru« koje mu je obezbedio Operater. Klijent nije dužan slati poštom Izveštaje koje je Operateru dostavio elektronskim putem.

Klijent ovim Ugovorom imenuje:

Ime: _____

Prezime: _____

Kontakt: _____

kao odgovorno lice Klijenta čija je obaveza komuniciranje Mesečnog izveštaja sa Operaterom.

6. Klijent je dužan, a po upitu i nahođenju Operatera, a zbog ispunjenja obaveza Operatera prema nadležnom Ministarstvu ili drugom nadležnom organu, da u primerenom roku, neophodnom za ispunjenje predmetnih obaveza prema nadležnom Ministarstvu ili drugom državnom organu, dostavi Operateru i druge podatke relevantne za ispunjenje prava i obaveza po ovom Ugovoru.

7. Klijent je prilikom zaključenja ovog Ugovora u obavezi da Operateru preda Kumulativni Mesečni izveštaj za celokupan period od 01.01.2015. do poslednjeg dana u mesecu koji prethodi zaključenju ovog Ugovora. Klijent se obavezuje da Operateru plati naknadu po odredbama ovog Ugovora za celokupnu količinu ambalaže po Kumulativnom Mesečnom izveštaju, a u smislu čl. 10 ovog Ugovora. Operater na sebe preuzima obavezu ispunjavanja zakonskih obaveza Klijenta upravljanja predmetnim ambalažnim otpadom po Kumulativnom Mesečnom izveštaju.

Član 9.

Klijent je dužan da Operateru plaća naknadu za usluge upravljanja ambalažnim otpadom iz čl. 4. 5. i 6. ovog Ugovora po važećem Cenovniku, na način i u rokovima propisanim ovim Ugovorom.

Naknada Član 10.

1. Naknada iz čl. 9. ovog Ugovora se obračunava i fakturiše Klijentu u skladu sa važećim Cenovnikom. Operater će nakon prijema Mesečnog izveštaja fakturisati Klijentu iznos koji odgovara količinama i vrstama ambalaže navedenim u Mesečnom izveštaju, pomnoženim sa cenama iz važećeg Cenovnika, zadnjeg dana u mesecu u kom se podnosi izveštaj (npr. 30 aprila za mesec mart).

2. The Parties have agreed that the maturity date for payment of each individual invoice shall be thirty (30) calendar days from the invoice issue date, except for the invoice related to the contracted period referred to under Article 8, paragraph 3 hereof which is defined as 50 days from the invoice issue date.

3. Should the Client fail to voluntarily pay any of monthly invoices issued during a calendar year, in addition to other legal remedies set forth hereunder, the Operator shall not be obligated to fulfill its liability referred to under Article 6 hereof for the respective year and shall be authorized to keep all received payments made by the Client.

4. Should the Operator fail to fulfill National Objectives, the Client shall be liable to pay a fee equal to 80% of the fee determined in accordance with the Regulation on Criteria for Payment of Fee for Packaging or Packed Product ("Official Gazette of the Republic of Serbia", No. 08/2010) pro rata the volume of packaging put into circulation.

5. In case of additional costs for the Client incurred for payment of the Fee in accordance with the Regulation on Criteria for Payment of Fee for Packaging or Packed Product ("Official Gazette of the Republic of Serbia", No. 08/2010), the Operator undertakes to reimburse the fee paid by the Client, i.e. additional costs, in accordance with the Regulation, for the previous calendar year. The Resolution on Paid Additional Fee issued by the Fund shall be the base for issuing a debit order by the Client and its payment by the Operator – Sekopak.

The issuance of such debit order should be understood as the Operator shall assume and execute its Packaging Waste Management obligations completely in accordance with provisions of this Contract in a calendar year for which the Client had paid the Fee based on the Regulation mentioned above.

6. Sekopak shall assume this liability only subject to settlement of all liabilities of the Client to Sekopak for the service provided in the calendar year in which the liability was incurred under the calculation made in compliance with the Regulation.

7. Sekopak shall assume this liability only if the additional cost was incurred to and paid by the Client by applying the Regulation on Criteria for Payment of Fee for Packaging or a Packed Product ("Official Gazette of the Republic of Serbia", No. 08/2010), and the Regulation on Establishing the Packaging Waste Reduction Plan in the time period 2015-2019 ("Official Gazette of the Republic of Serbia", No. 144/2014). Sekopak shall not assume the liability in case of any additional costs based on the Packaging Waste Management obligation, including but not limited to potential amendments and supplements to the Regulations.

2. Ugovorne strane su saglasne da će rok za plaćanje svake pojedinačne fakture biti trideset (30) kalendarskih dana računajući od datuma izdavanja fakture, osim u slučaju fakture za ugovorni period iz člana 8. stav 3. Ugovora, čiji rok plaćanja je 50 dana od datuma izdavanja fakture.

3. U slučaju da Klijent ne plati dobrovoljno bilo koju od mesečnih fakture u toku kalendarske godine, pored ostalih pravnih lekova predviđenih ovim Ugovorom ili zakonom, Operater neće biti u obavezi da izvrši svoju obavezu iz čl. 6. ovog Ugovora za predmetnu godinu, a biće ovlašćen da zadrži sve do tada primljene uplate od strane Klijenta.

4. Ukoliko Operater ne ispuni nacionalne ciljeve, Klijent će biti obavezan da plati naknadu u visini od 80% od utvrđene visine naknade u smislu Uredbe o kriterijumima za obračun naknade za ambalažu ili upakovan proizvod ("Sl. glasnik RS", br. 08/2010), a proporcionalno količini ambalaže koju je stavio u promet.

5. U slučaju dodatnih troškova za Klijenta nastalih po osnovu plaćanja naknade shodno Uredbi o kriterijumima za obračun naknade za ambalažu ili upakovan proizvod ("Sl. glasnik RS", br. 08/2010), Operater se obavezuje da kompenzuje klijenta za iznos naknade, tj. dodatnih troškova, koje je klijent platio po osnovu navedene Uredbe i to za prethodnu kalendarsku godinu. Osnov za izvršenje ove obaveze Operatera-Sekopaka predstavlja Resenje Fonda o izvršenom plaćanju dodatnih naknada od strane Klijenta, po osnovu kojeg će Klijent izdati knjižno zaduženje.

Izdavanje ovakvog knjižnog zaduženja podrazumeva da operater preuzima i izvršava obaveze upravljanja ambalažnim otpadom u svemu shodno odredbama ovog Ugovora u kalendarskoj godini u kojoj je klijent platio naknadu po osnovu navedene Uredbe.

6. Sekopak preuzima navedenu obavezu isključivo ukoliko je Klijent izmirio u celosti sve obaveze prema Sekopaku po osnovu pružene usluge u kalendarskoj godini u kojoj je nastala obaveza obračunom navedene Uredbe.

7. Sekopak preuzima navedenu obavezu isključivo ukoliko je ovako nastao i plaćeni dodatni trošak za klijenta nastao primenom Uredbe o kriterijumima za obračun naknade za ambalažu ili upakovan proizvod ("Sl. glasnik RS", br. 08/2010) i Uredbe o utvrđivanju plana smanjenja ambalažnog otpada za period od 2015. do 2019. godine ("Sl. glasnik RS", br. 144/2014). Sekopak ne preuzima navedenu obavezu u slučaju bilo kojih dodatnih troškova po osnovu obaveze upravljanja ambalažnim otpadom uključujući a ne ograničavajući se na eventualne izmene i dopune navedenih Uredbi.

**Trade Mark "Der Grüne Punkt"
(or "Green Dot")**

Article 11

1. The Parties have mutually stated that the protected Trade Mark "**Der Grüne Punkt**" confirms that companies that have it for their products participate in financing the Packaging Waste Management System organized and functioning under the principles and the objectives stated in the Directive No. 94/62 EC on packaging and packaging waste dated December 20, 1994 issued by the EU Commission ("National Objectives").

2. The Parties have mutually stated that the Operator is, within the territory of the Republic of Serbia, exclusively authorized to grant use of the Trade Mark "**Der Grüne Punkt**" to entities that fulfill their legal obligations related to the Packaging Waste Management and fulfill the National Objectives.

3. The Parties have mutually stated that after six (6) months of timely and regular fulfillment of Client's obligations set forth hereunder, the Client shall be entitled to enter the Contract on Use of the Trade Mark "**Der Grüne Punkt**" with the Operator. The contract shall make the only legal valid grounds for use of the Trade Mark "**Der Grüne Punkt**" in the territory of the Republic of Serbia.

4. The Client shall not acquire any right to use the Trade Mark "**Der Grüne Punkt**" in any manner whatsoever as well as any and all its derivatives by entering this Contract.

Term and Termination
Article 12

1. The Contract shall become effective as of the date of its signing by the authorized representatives of the Parties. The Contract shall be entered for a defined time period of one year. If the Client delivers to the Operator a Monthly Report referred to under Article 8 hereof after expiry of the term on which the Contract was entered, it shall be considered that the Contract has been extended to the next year.

2. The Parties are entitled to unilateral termination of the Contract. Unilateral termination may be submitted at any time in writing, by registered mail or through courier services, provided that it is addressed to the postal address as specified hereunder. The period of notice is thirty (30) calendar days. The Operator's obligation referred to under Article 6 hereof shall remain in force until the last day of the termination term; provided, however, that the Client has paid the Fee for the corresponding period in full.

3. Respective obligations of the Parties assumed hereby shall remain in effect until the last day of the termination term. After expiry of the termination term, the Operator is obligated to deliver to the Client any data necessary for fulfillment of the Client's legal obligations which has been

**Robni znak »Der Grüne Punkt«
(ili »Zelena tačka«)**

Član 11.

1. Ugovorne strane saglasno konstatuju da zaštićeni robni znak **»Der Grüne Punkt«** potvrđuje da kompanije koje isti imaju na svojim proizvodima učestvuju u finansiranju Sistema za upravljanje ambalažnim otpadom koji je organizovan i funkcioniše po principima i ispunjava ciljeve navedene u Direktivi Komisije EU No. 94/62 EC o ambalaži i ambalažnom otpadu od dana 20.12.1994. god. („Nacionalni ciljevi“).

2. Ugovorne strane saglasno konstatuju da je Operater ekskluzivno ovlašćen da na teritoriji Republike Srbije daje na korišćenje robni znak **»Der Grüne Punkt«** subjektima koji ispunjavaju svoje zakonske obaveze upravljanja ambalažnim otpadom i koji ispunjavaju Nacionalne ciljeve.

3. Ugovorne strane su saglasne, a nakon šest (6) meseci blagovremenog i urednog izvršavanja obaveza iz ovog Ugovora od strane Klijenta, da će Klijent imati mogućnost da sa Operaterom zaključi Ugovor o korišćenju robnog znaka **»Der Grüne Punkt«**, a koji ugovor je jedini valjan pravni osnov za korišćenje robnog znaka **»Der Grüne Punkt«** na teritoriji Republike Srbije.

4. Zaključenjem ovog Ugovora Klijent ne stiče bilo kakvo pravo da na bilo koji način koristi robni znak **»Der Grüne Punkt«** i sve njegove derivate.

Trajanje i raskid
Član 12.

1. Ovaj Ugovor stupa na pravnu snagu danom potpisivanja od strane ovlašćenih predstavnika ugovornih strana. Ugovor se zaključuje na određeno vreme u trajanju od jedne godine. Ukoliko Klijent nakon isteka roka na koji je ovaj Ugovor zaključen uputi Operateru Mesečni izveštaj iz člana 8. ovog Ugovora, smatraće se da je Ugovor produžen za narednih godinu dana.

2. Ugovorne strane su ovlašćene da jednostrano raskinu ovaj Ugovor. Jednostrani otkaz se može saopštiti u svako doba, pismenim putem, preporučenim pismom preko pošte ili kurirske službe, upućenim na adresu za prijem pismena koja je kao takva označena u ovom Ugovoru. Otkazni rok u slučaju raskida iznosi trideset (30) kalendarskih dana. Operaterova obaveza iz čl. 6. ovog Ugovora važi do poslednjeg dana otkaznog roka i to samo u slučaju da je Klijent platio celokupnu Naknadu za odgovarajući period.

3. Obaveze ugovornih strana preuzete ovim Ugovorom ostaju na snazi do poslednjeg dana otkaznog roka. Po isteku otkaznog roka Operater je dužan dostaviti Klijentu sve podatke neophodne za nastavak ispunjavanja zakonskih obaveza Klijenta koje je do

performed by the Operator in the name and on behalf of the Client until the expiry of the termination term.

Confidentiality of Information Article 13

1. Relevant information related to performance of obligations set forth hereunder shall be exchanged between the Parties smoothly and transparently. The exception is information which is considered to be a business, state or military secret, as well as information that may not be exchanged in accordance with regulations on protection of competitiveness.

2. No exchanged information provided for the Contract execution shall be disclosed to any third party. The exchanged information may be disclosed only subject to obtained prior written consent of the Client. It shall be considered that the Client gave to the Operator its written consent when signing the Contract that the Operator may disclose information deriving from signing and execution of this Contract to the competent government bodies in accordance with current regulations on packaging and packaging waste for fulfillment of the Operator's obligations referred to under Article 6 hereof.

3. The Parties undertake to keep all commercially sensitive and information considered to be a business, state or military secret in accordance with the prescribed standards and/or with due diligence.

4. After cancellation of the Contract on any grounds whatsoever the provisions referred to under Article 13 shall remain valid and in full force.

Industrial/Intellectual Property Article 14

1. This Contract or any part thereof may not represent the grounds for transfer or acquisition of Industrial/Intellectual Property of the Parties respectively, regardless if they were or not protected with the relevant institutions of the Republic of Serbia or other country.

2. Any issues related to transfer of any Industrial/Intellectual property in any manner or scope whatsoever, which may appear during the Contract validity shall be regulated by a separate contract.

Miscellaneous Article 15

1. The Parties state to each other that they have made all necessary internal decisions in accordance with the internal rules and that they are fully authorized to sign the Contract.

2. In order to be binding to the Parties, any Annexes, amendments and supplements to the Contract must be

isteka otkaznog roka u Klijentovo ime obavljao Operater.

Poverljivost informacija Član 13.

1. Relevantne informacije vezane za izvršenje obaveza iz ovog Ugovora razmenjivaće se nesmetano i transparentno između ugovornih strana. Izuzetak će biti informacije koje se mogu smatrati poslovnom, državnom ili vojnom tajnom, kao i informacije koje se ne mogu razmenjivati po propisima o zaštiti konkurencije.

2. Nijedna od informacija razmenjenih u cilju izvršenja ovog Ugovora neće biti učinjena dostupnom bilo kojem trećem licu. Razmenjene informacije se mogu učiniti dostupnim samo po prethodno pribavljenom pismenom odobrenju Klijenta. Smatra se da je potpisom ovog Ugovora Klijent dao pismenu saglasnost Operateru da informacije proistekle iz zaključenja i izvršenja ovog Ugovora može da prenosi nadležnim državnim organima, u skladu sa važećim propisima o ambalaži i ambalažnom otpadu, a u cilju ispunjenja obaveze Operatera iz čl. 6. ovog Ugovora.

3. Ugovorne strane se obavezuju da će sve komercijalno osetljive, kao i informacije koje se mogu smatrati poslovnom, državnom ili vojnom tajnom, čuvati po propisanim standardima i/ili sa pažnjom dobrog privrednika.

4. Nakon prestanka ovog Ugovora po ma kom osnovu i dalje ostaju da važe ove odredbe iz čl. 13. Ugovora.

Prava industrijske/intelektualne svojine Član 14.

1. Ovaj Ugovor, ili bilo koji njegov deo, ne može biti osnov za prenos ili sticanje prava industrijske/intelektualne svojine ugovornih strana, bilo da su predmetna prava bila, ili nisu bila predmet zaštite kod relevantnih institucija Republike Srbije ili neke treće države.

2. Sva pitanja koje se odnose na prenos bilo kakvih prava industrijske/intelektualne svojine, u ma kom vidu ili obimu, a koja se jave tokom važenja ovog Ugovora, biće regulisana posebnim ugovorom.

Ostalo Član 15.

1. Ugovorne strane garantuju jedna drugoj da su obezbedile sve neophodne interne odluke u skladu sa internim pravilima i u potpunosti su ovlašćene da potpišu ovaj Ugovor.

2. Svi Aneksi, izmene i dopune ovog Ugovora, da bi bili obavezujući za ugovorne strane, moraju biti sastavljene

made in writing and signed by the authorized representatives of the Parties. This provision shall not apply to Pricelists in accordance with Article 7 hereof.

3. Should any provision hereof be or become invalid this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by a provision whose meaning is closest to the one given under the invalid one and which meets the requirements of the Parties to the fullest possible sense.

4. The Parties have agreed that any and all dissents that may arise from this Contract shall be settled by mutual agreement. Should, for any reason whatsoever, a dissent deriving from the Contract within 30 days as of the date one Party notifies the other Party in writing on the dissent, it shall be settled by the Commercial Court in Belgrade.

5. Any notices related to this Contract, except the information for which different rules are set forth hereunder, and whereby certain terms commence, or they relate to beginning or ending of a right or obligation, should be sent to the other Party in writing by registered mail or courier service, to the following addresses:

Client:

Operator: **"Sekopak d.o.o. Bulevar Mihajla Pupina 10B/2, 11070 Novi Beograd"**.

6. The Parties are obligated to notify each other on any change of addresses stated above in the manner described under Item 5 hereof.

7. The Parties undertake to observe the effective regulations of the Republic of Serbia and the best business practice during the Contract implementation and execution.

8. This Agreement is concluded in Serbian and English language. In case of discrepancy between the Serbian and English version, the version in Serbian shall prevail. This Contract is drawn up in four identical and original copies, of which two for each Party.

The Parties:

Operator / Operater:

u pismenom obliku i potpisane od strane ovlašćenih lica ugovornih strana. Ova odredba se neće primenjivati na cenovnike u skladu sa čl. 7. ovog Ugovora.

3. U slučaju da neka od odredbi ovog Ugovora postane ili bude proglašena za nevažeću, to neće uticati na punovažnost ostalih odredbi ovog Ugovora. Umesto nevažeće odredbe dodaje se važeća odredba, čiji smisao je najbliži smislu nevažeće odredbe i koja u najvećoj meri ispunjava zahteve ugovornih strana.

4. Ugovorne strane su saglasne da sve nesuglasice koje mogu da proisteknu iz ovog Ugovora reše mirno i sporazumno. Ukoliko, iz ma kog razloga, nesuglasica proizišla iz ovog Ugovora ne može da bude rešena sporazumno u roku od 30 dana, računajući od dana kada jedna ugovorna strana u pisanoj formi obavesti drugu o postojanju nesuglasice, ista (nesuglasica) će biti rešena od strane Privrednog suda u Beogradu.

5. Sva obaveštenja po ovom Ugovoru, izuzev onih za koja su samim odredbama ovog Ugovora predviđena drugačija pravila, a od kojih počinju da teku određeni rokovi, ili su vezana za nastanak ili prestanak nekog prava ili obaveze, imaju biti upućena drugoj ugovornoj strani u pisanom obliku, preporučenom poštom ili kurirskom službom, na sledeće adrese:

Klijent:

Operater: **»Sekopak d.o.o. Bulevar Mihajla Pupina 10B/2, 11070 Novi Beograd«**.

6. O svakoj promeni gore naznačenih adresa, ugovorne strane su dužne da obaveste jedna drugu na način opisan u tački 5. ovog člana Ugovora.

7. Ugovorne strane se obavezuju da će se u toku implementacije i realizacije ovog Ugovora pridržavati pozitivnih propisa Republike Srbije, kao i najbolje poslovne prakse.

8. Ovaj Ugovor je sastavljen u verzijama na srpskom i engleskom jeziku. U slučaju razlike između verzija, prednost ima verzija sastavljena na srpskom. Ovaj Ugovor je sačinjen u četiri istovetna i jednako važeća primerka, od kojih po dva pripadaju svakoj od ugovornih strana.

Ugovorne strane:

Client / Klijent: