

**UGOVOR O PREUZIMANJU OBAVEZA PO  
OSNOVU ZAKONA O AMBALAŽI I  
AMBALAŽNOM OTPADU**

Zaključen u Beogradu dana 01.01.2022. godine,  
između:

1. **DELTA - PAK d.o.o. Beograd**, Vladimira Popovića 8a, Novi Beograd, matični broj: 20675071, PIB 106758755, koga zastupaju: v.d. direktora Đorđe Jovanović i supotpisnik Tijana Koprivica (u daljem tekstu Ugovora: „**Operater**“ ili „Ugovorna strana“) i
2. \_\_\_\_\_, iz \_\_\_\_\_, matični broj: \_\_\_\_\_, PIB: \_\_\_\_\_, tekući račun: \_\_\_\_\_, koga zastupa: direktor \_\_\_\_\_ (u daljem tekstu Ugovora: „**Klijent**“ ili „Ugovorna strana“)

U daljem tekstu Ugovora, Operater i Klijent su označeni pod zajedničkim nazivom „Ugovorne strane“

**I Preambula**

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

- Zakonu o upravljanju otpadom ("Sl. glasnik RS", br. 36/2009, 88/2010, 14/2016 i 95/2018 od 08.12.2018).
- Zakonu o ambalaži i ambalažnom otpadu (Službeni glasnik RS br. 36/09 i 95/2018 - dr. Zakon od 08.12.2018. godine).

**II Ugovorne strane saglasno konstatuju:**

- Da je DELTA-PAK dana 10.08.2020. godine od Ministarstva zaštite životne sredine Republike Srbije pribavio Rešenje o izdavanju dozvole operateru sistema upravljanja ambalažnim otpadom, Registarski broj 003/02, čime

**AGREEMENT ON ASSUMPTION OF  
OBLIGATIONS PURSUANT TO  
THE PACKAGING AND PACKAGING WASTE ACT**

Concluded in Belgrade on 01.01.2022. by and  
between:

1. **DELTA-PAK d.o.o. Beograd**, Vladimira Popovića 8a, Belgrade, registration number 20675071, TIN 106758755, represented by the Acting director, Đorđe Jovanović, and the Co-signer Tijana Koprivica (hereinafter in this Agreement as "**The Operator**", or "the Contracting Party") and
2. \_\_\_\_\_ registration number \_\_\_\_\_, TIN: \_\_\_\_\_, current account: \_\_\_\_\_, represented by the Director (CEO), \_\_\_\_\_ (hereinafter in this Agreement as: "**the Client**", or "the Contracting Party")

Hereinafter in this Agreement, the Operator and the Client referred to jointly as "the Contracting Parties"

**I Preamble**

Contracting Parties mutually acknowledge that legal frame for the conclusion and execution of this Agreement is within positive regulations of the Republic of Serbia, as follows:

- Waste Management Act (Official Gazette of RS, No 36/09, 88/10, 14/2016 and 95/2018 as of 18/12/2018);
- The Packaging and Packaging Waste Act (Official Gazette of RS, No 36/09 and 95/2018 as of 08/12/2018).

**II The Contracting parties mutually conclude:**

- That as of 10.08.2020. DELTA-PAK obtained from the Ministry of Agriculture and Environmental Protection of the Republic of Serbia the Decision on Issuance of a Permit to the

je stekao svojstvo Operatera u smislu odredaba Zakona i ovog Ugovora;

- Da Klijent ima svojstvo proizvođača i/ili uvoznika i/ili pakera/punioca i/ili isporučioća u smislu odredbi Zakona o ambalaži i ambalažnom otpadu i da ovim Ugovorom prenosi na DELTA-PAK svoju obavezu upravljanja ambalažnim otpadom, a u smislu odredbe člana 24. Zakona o ambalaži i ambalažnom otpadu;
- 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 podele 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 važećem u ugovornom periodu

Polazeći od gore navedenih konstatacija Ugovorne strane su se sporazumele kako sledi:

## **Predmet Ugovora**

### **Član 1**

**1.1.** Ovim Ugovorom regulišu se međusobna

Operator of the Packaging Waste Management System within the meaning of the provisions of the Act and this Agreement;

- That the Client has the capacity of a manufacturer and/or importer and/or packer and/or filler and/or deliverer within the meaning of the Packaging and Packaging Waste Act provisions, and that by this Agreement the Client shall transfer its packaging waste management obligation onto DELTA-PAK within the meaning of the provision under Article 24 of the Packaging and Packaging Waste Act;
- That while executing this Agreement the Contracting Parties shall be guided by general objectives: preservation of natural resources; environmental and human health protection; development of packaging production modern technologies; establishment of optimal packaging and packaging waste management system according to the principle of shared responsibility; functioning of the market in RS, prevention of formation of trade obstacles, avoidance of disturbances and restrictions in market competition;
- That while executing this Agreement the Contracting Parties shall be guided by the National Plan for Packaging Waste Reduction for the current contractual period;

Having regard to the above mentioned conclusions the Contracting Parties have agreed as follows:

## **Subject of the Agreement**

### **Article 1**

**1.1.** This Agreement shall regulate Client's and

prava i obaveze Klijenta i Operatera u postupku upravljanja ambalažnim otpadom. Ovim Ugovorom Klijent prenosi na Operatera svoju obavezu upravljanja ambalažnim otpadom, propisanu Zakonom o ambalaži i ambalažnom otpadu; Ovim Ugovorom Klijent prenosi na Operatera obavezu upravljanja ambalažnim otpadom koji je Klijent plasirao i/ili generisao i tokom 2022. godine i narednih godina tokom trajanja Ugovora.

- 1.2. „Upravljanje ambalažnim otpadom“,** u smislu odredaba ovog Ugovora, ima sledeće značenje: Organizacija aktivnosti na sakupljanju, transportu, skladištenju, tretmanu i odlaganju 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

- 2.1.** 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
- 2.2.** 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.

Operator's mutual rights and obligations in the process of packaging waste management. By means of this Agreement the Client shall transfer his packaging waste management obligation, as prescribed by the Packaging and Packaging Waste Act, onto the Operator; by means of this Agreement the Client shall transfer his obligation to manage packaging waste, as placed by the Client and/or generated during 2022, and in subsequent years in the course of this Agreement, onto the Operator.

- 1.2. "Packaging waste management"** within the meaning of the provisions under this Agreement shall mean: Organization of activities in collection, transportation, storage, treatment and disposal of packaging waste, which is the subject of this Agreement, at least within the quantities needed for the fulfilment of National Objectives according to the Regulation on the Packaging Waste Reduction Plan, and for the maintenance of the Operator status.

## Article 2

- 2.1.** Packaging waste management within the meaning of the provisions under this Agreement shall relate to packaging types as follows:
- (1) Paper/carton
  - (2) Plastics
  - (3) Glass
  - (4) Metal
  - (5) Wood
- 2.2.** According to the provisions under this Agreement all composite material packaging shall be treated as manufactured from the materials prevailing in the composite packaging and within the meaning of the nomenclature provided by the National Plan.

### **Član 3**

- 3.1.** 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, uključujući nadzor nad navedenim aktivnostima i brigu o postrojenjima za upravljanje otpadom, odnosi se na relevantno tržište u smislu Zakona, odnosno na tržište Republike Srbije.

### **Obaveze Operatera**

#### **Član 4**

- 4.1.** Operater se obavezuje da u ime Klijenta vrši i/ili obezbeđuje redovno preuzimanje i sakupljanje, ponovno iskorišćenje, reciklažu ili odlaganje ambalažnog otpada u skladu sa Zakonom.
- 4.2.** Operater ovim Ugovorom na sebe preuzima obaveze Klijenta za upravljanje ambalažnim otpadom koje su navedene u članu 24 Zakona o ambalaži i ambalažnom otpadu, 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 člana 39 Zakona o ambalaži i ambalažnom otpadu.

#### **Član 5**

- 5.1.** 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**

- 6.1.** Operater se obavezuje da najkasnije do kraja februara meseca tekuće godine, izvesti Klijenta o količini i vrsti ponovo iskorišćenog ili odloženog ambalažnog

### **Article 3**

- 3.1.** Packaging waste management, or the Contracting Parties' rights and obligations according to provisions of this Agreement relating to the planning and organization of activities linked to the collection, transportation, storage, treatment and disposal of packaging waste, including supervision of mentioned activities and care for waste management plants, shall refer to the relevant market within the meaning of the Act, or to the market of the Republic of Serbia.

### **Operator's Obligations**

#### **Article 4**

- 4.1.** The Operator undertakes to perform and/or ensure regular takeover and collection, reuse, recycling or disposal of packaging waste according to the Act, on behalf of the Client.
- 4.2.** By means of this Agreement the Operator shall assume the Client's packaging waste obligations as specified under Article 24 of the Packaging and Packaging Waste Act, whereas all other Client's obligations according to the same Act, such as, for example the reporting obligation under Article 39 of the Packaging and Packaging Waste Act, shall remain to be obligations of the Client, being the party to the packaging and packaging waste management.

#### **Article 5**

- 5.1.** The Operator undertakes to inform the public and end users on the purpose, objectives, method and place of packaging collection, as well as on possibilities for the packaging waste reuse and recycling by means of public information, or internet, in a local customary manner.

#### **Article 6**

- 6.1.** The Operator shall be obliged, not later than by the end of February of the current year, to notify the Client about the quantity and type of the packaging waste

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, radi sastavljanja i dostavljanja izveštaja Agenciji za zaštitu životne najkasnije do 31. marta tekuće godine, u skladu sa članom 39 Zakona.

- 6.2.** Operater se obavezuje da Agenciji za zaštitu životne sredine dostavlja Izveštaj o upravljanju ambalažom i ambalažnim otpadom sa sadržinom i u rokovima propisanim Zakonom, član 40.
- 6.1.** Operater se obavezuje da u slučaju Inspekcijskog nadzora od strane ovlašćenog Ministarstva RS, dostavi klijentu podatke navedene u članu 48, stav 1, tačke 7, 8 i 9 Zakona o ambalaži i ambalažnom otpadu, a u roku ostavljenom nalogom ovlašćenog Inspektora.

#### **Član 7**

- 7.1.** Operater se obavezuje da Klijentu blagovremeno izda važeći Cenovnik za pojedine vrste ambalaže iz člana 2 ovog Ugovora, koji će kao Prilog 1, biti sastavni deo ovog Ugovora.
- 7.2.** Operater se obavezuje da najkasnije do kraja meseca novembra tekuće godine, Klijentu preda Cenovnik koji će važiti u narednoj godini.
- 7.3.** 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 DELTA-PAK-a, da jednostrano promeni Cenovnik.
- 7.4.** Novi Cenovnik postaje važeći za Klijenta u roku od 30 dana od dana obaveštenja, pri čemu se kao dan obaveštenja uzima dan

which was reused or disposed in the preceding calendar year and about every method of the use or disposal separately, as well as about the waste quantity which was recycled in the preceding calendar year and about every waste type separately, for the purpose of preparing and placing the report before the Environmental Protection Agency, not later than 31 March of the current year, according to Article 39 of the Act.

- 6.2.** The Operator undertakes to place the Report on Packaging and Packaging Waste Management before the Environmental Protection Agency in the form and within the deadlines prescribed under Article 40 of the Act.
- 6.3.** In case of inspection and survey by the authorised Ministry of RS, the Operator undertakes to place information under points 7, 8 and 9 of Article 48(1) of the Packaging and Packaging Waste Act before the Client within the deadline set out in the order, issued by the authorised Inspector.

#### **Article 7**

- 7.1.** The Operator undertakes to issue the valid Pricelist for certain packaging types under Article 2 of this Agreement duly and it shall be an integral part of this Agreement, as Attachment 1.
- 7.2.** The Operator undertakes not later than by the end of November of the current year to deliver the Pricelist which will be valid in the next year.
- 7.3.** The pricelist shall be prepared once a year, unless circumstances impose otherwise. In case of changed market circumstances, or other changes directly or indirectly influencing DELTA-PAK's activities, the Operator shall maintain the right to unilaterally change the Pricelist.
- 7.4.** New Pricelist shall become valid for the Client within 30 days from the notification, whereas the date of its delivery to the post

predaje pismena na poštu ukoliko se radi o preporučenoj pošiljci ili kurirskoj službi.

- 7.5. Operater zadržava pravo da prilikom sastavljanja Cenovnika promeni i njegovu strukturu, u smislu grupisanja ili rasčlanjivanja pojedinih vrsta ambalaže.
- 7.6. 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**

- 8.1. Klijent je u obavezi da Operateru podnosi pisani Mesečni izveštaj o:
  - a.) nazivu, adresi, delatnosti i šifri delatnosti proizvođača, uvoznika, pakera/punioca, isporučioaca 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.
- 8.2. Mesečni izveštaj iz tačke 1, ovog člana mora da sadrži tačne podatke po vrstama ambalaže i po količinama izraženim u tonama (t) i mora biti dostavljen Operateru najkasnije 02. (drugog) dana u mesecu za prošli mesec.
- 8.3. Ukoliko Klijent ne podnese mesečni izveštaj Operateru do 02. ( drugog ) dana tekućeg meseca za prethodni mesec, Operater je u obavezi da za prethodni mesec izvrši obavezu iz člana 4, ovog Ugovora u količinama i po vrednosti iskazanoj u poslednjem/prethodnom Mesečnom izveštaju koji mu je Klijent dostavio, 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

office shall be deemed as the notification date, if it is a registered mail or courier service.

- 7.5. While preparing the Pricelist the Operator shall also maintain the right to change its structure within the meaning of grouping or dismembering certain packaging types.
- 7.6. For the purpose of setting up an appropriate price for composite packaging (consisting of two or more packaging material types) and not specifically determined under the Pricelist, the valid price shall be the one for the material with prevailing share in the given composite packaging.

### **Client's Obligations**

#### **Article 8**

- 8.1. The Client shall place before the Operator a written Monthly Report on:
  - a.) the name, address, activities and activity codes of the manufacturer, importer, packer/filler, deliverer and end user;
  - b.) the packaging quantity placed on the market, imported, or exported by personalities under point (a) of this Article;
  - c.) any other prescribed information.
- 8.2. The Monthly Report under point (1) of this Article shall include accurate information by packaging types and quantities expressed in unit of mass ton (t) and be delivered to the Operator not later than on the 2<sup>nd</sup> (second) day of a month for the preceding month.
- 8.3. In case the Client does not place the Monthly Report before the Operator by the 2<sup>nd</sup> (second) day of the current month for the preceding month, the Operator shall fulfil obligation for the preceding month under Article 4 of this Agreement by quantities and by value shown in the last/preceding Monthly report delivered to him by the Client, and shall issue an invoice for the corresponding amount to the Client. Consequently, this Agreement shall be deemed terminated as result of

da o tome na bilo koji način izveštava Klijenta. Otkazni rok ističe 15. dana tekućeg meseca u kojem je Klijent bio dužan da podnese Mesečni izveštaj.

- 8.4.** Klijent je dužan da, prilikom izrade i dostavljanja Mesečnog izveštaja, koristi forme, programe i elektronske standarde propisane i/ili obezbeđene od strane Operatera, bez obaveze plaćanja posebne naknade Operateru. Klijent nije dužan slati poštom Izveštaje koje je Operateru dostavio elektronskim putem.
- 8.5.** Klijent ovim Ugovorom imenuje: \_\_\_\_\_, \_\_\_\_\_, kao odgovorno lice Klijenta čija obaveza je komunikacija i slanje Mesečnog izveštaja Operateru.
- 8.6.** Klijent je dužan, da po upitu i nahođenju Operatera, 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.
- 8.7.** Klijent je u obavezi, a po zahtevu Operatera, da omogući da ovlašćeni nezavisni revizor kojeg je izabrao Operater izvrši reviziju podataka sadržanih u Mesečnim izveštajima Klijenta. Klijent je u obavezi da za potrebe revizije pruži nezavisnom revizoru na uvid sve tražene relevantne podatke i/ili dokumenta.
- 8.8.** Ukoliko nalaz nezavisnog revizora utvrdi neslaganje u podacima sadržanim u Mesečnom izveštaju sa nalazom nezavisnog revizora, Klijent će platiti sve troškove angažovanja i rada nezavisnog revizora, a ukoliko se podaci iz nalaza nezavisnog revizora u potpunosti slažu sa podacima iz Mesečnih izveštaja, Operater

Client's non-execution, while the Operator shall not be liable whatsoever to inform the Client thereof. Period of notice shall expire on the 15th day of the current month when the Client was obliged to submit the Monthly Report.

- 8.4.** When preparing and submitting the Monthly Report, the Client shall use the forms, programs and electronic standards prescribed and/or provided by the Operator, with no obligation to pay extra remuneration to the Operator. The Client shall not send by post the reports submitted to the Operator electronically.
- 8.5.** By means of this Agreement the Client appoints: \_\_\_\_\_, \_\_\_\_\_ as Client's responsible person being obliged to communicate with the Operator and send the Monthly Report.
- 8.6.** The Client shall, within an appropriate period needed for the fulfilment of the obligations against the competent Ministry, or another state body, submit to the Operator, at Operator's request and discretion, any other information relevant for the fulfilment of the rights and obligations under this Agreement.
- 8.7.** At the request of the Operator, the Client undertakes to enable the authorised independent auditor appointed by the Operator to audit the information included in the Client's Monthly Reports. For auditing purposes the Client undertakes to submit all requested relevant information and/or documents to independent auditor for inspection.
- 8.8.** In case the independent auditor's findings determine a discrepancy between the information included in the Monthly Report and the independent auditor's findings, the Client shall pay for all independent auditor's engagement and work costs, and in case independent auditor's findings fully comply with the

će platiti sve troškove angažovanja i rada nezavisnog revizora. Ukoliko nezavisnom revizoru nisu dati na uvid traženi podaci i/ili dokumenta, smatraće se da se podaci iz revizije ne slažu sa Mesečnim izveštajima i Klijent će platiti troškove angažovanja i rada revizora.

- 8.9.** Ugovorna strana u čiju je korist neslaganje podataka ustanovljeno, dužna je da drugoj nadoknadi vrednost ustanovljene razlike i to tako što će se za predmetni iznos umanjiti ili uvećati sledeća mesečna faktura Operatera.
- 8.10.** Klijent je prilikom zaključenja ovog Ugovora u obavezi da Operateru preda Kumulativni Mesečni izveštaj za celokupan period od 01.01.2022. godine, 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 člana 10 ovog Ugovora. Operater na sebe preuzima obavezu ispunjavanja zakonskih obaveza Klijenta upravljanja predmetnim ambalažnim otpadom po kumulativnom Mesečnom izveštaju.

#### **Član 9**

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

#### **Naknada**

##### **Član 10**

- 10.1.** Naknada iz člana 9 ovog Ugovora se obračunava i fakturiše Klijentu u skladu sa važećim Cenovnikom. Obračun naknade i fakturisanje vrši se u dinarima,

information from the Monthly Reports, the Operator shall pay for all independent auditor's engagement and work costs. In case the requested information and/or documents were not submitted to independent auditor for inspection, it shall be deemed that the audit findings do not comply with the Monthly Reports and the Client shall pay for all auditor's engagement and work costs.

- 8.9.** The Contracting Party on whose behalf information discrepancy has been found shall compensate to the other Party the value of the found difference so that next monthly Operator's invoice shall be decreased or increased by the respective amount.
- 8.10.** When concluding this Agreement the Client shall deliver the Cumulative Monthly Report for the entire period from 01.01.2022. to the last day in a month preceding conclusion of this Agreement to the Operator. The Client shall pay compensation under provisions of this Agreement to the Operator for the entire packaging quantity according to the Cumulative Monthly Report, within the meaning of Article 10 of this Agreement. The Operator undertakes to fulfil Client's legal obligations of respective packaging waste management according to the Cumulative Monthly Report.

#### **Article 9**

- 9.1.** The Client shall pay compensation to the Operator for the services of packaging waste management under Article 4, 5 and 6 of this Agreement according to the valid Pricelist, in a manner and within the deadlines prescribed under this Agreement.

#### **Compensation**

##### **Article 10**

- 10.1.** The compensation under Article 9 of this Agreement shall be calculated and invoiced to the Client according to the valid Pricelist. Compensation calculation



a u navedene naknade nije uključen porez na dodatu vrednost (PDV).

- 10.2.** Prvu fakturu kojom će se obračunati naknada za upravljanje ambalažnim otpadom koji je Klijent plasirao i/ili generisao i tokom 2022. godine, Operater će izdati Klijentu do 05. u prvom mesecu 2022. godine koji sledi mesecu u kojem je zaključen Ugovor, i to za ceo protekli period za koji je dostavljen Kumulativni Mesečni izveštaj; a od tada će se obračun naknade i izdavanje fakture vršiti tako što će Operater, odmah nakon prijema Mesečnog izveštaja fakturirati Klijentu iznos koji odgovara količinama i vrstama ambalaže navedenim u Mesečnom izveštaju, pomnoženim sa cenama iz važećeg Cenovnika.
- 10.3.** Ugovorne strane su saglasne da će rok za plaćanje svake pojedinačne fakture biti trideset (30) kalendarskih dana računajući od dana prijema.
- 10.4.** U slučaju Klijentove docnje sa plaćanjem fakturisanog iznosa, Klijent je dužan da Operateru plati i kamatu u visini zakonske zatezne kamate.
- 10.5.** U slučaju da Klijent ne plati dobrovoljno bilo koju od mesečnih faktura u toku kalendarske godine, pored ostalih pravnih lekova predviđenih ovim Ugovorom ili zakonom, Operater neće biti u obavezi da izvrši svoju obavezu iz člana 6. ovog Ugovora za predmetnu godinu, a biće ovlašćen da zadrži sve do tada primljene uplate od strane Klijenta
- 10.6.** Ukoliko Operater ne ispuni nacionalne ciljeve Klijenta koje je preuzeo na sebe, 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, a proporcionalno količini ambalaže koju je stavio u promet.

and invoicing shall be in RSD and given compensations shall not include the value added tax (VAT).

- 10.2.** The first invoice with calculated compensation for the packaging waste management as placed and/or generated also during 2022, the Operator shall issue to the Client by the 5<sup>th</sup> day of the first month in 2022, following the month of Agreement conclusion, for the entire period for which Cumulative Monthly Report was delivered; after that compensation calculation and invoice issuance shall be carried out so that the Operator shall invoice, immediately after receiving the Monthly Report, to the Client the amount corresponding to the quantities and types of the packaging specified in the Monthly Report, multiplied by the prices of the valid Pricelist.
- 10.3.** Contracting Parties agree that payment deadline for every individual invoice shall be thirty (30) calendar days inclusive of the reception date.
- 10.4.** In case of Client's default payment for the invoiced amount, the Client shall pay to the Operator the interest in the amount of the legal penalty interest rate.
- 10.5.** In case the Client does not voluntarily pay any of the monthly invoices in a calendar year, in addition to other legal remedies provided by this Agreement, or the law, the Operator shall not fulfil his obligation under Article 6 of this Agreement for the given year and shall be entitled to hold all payments received by that time from the Client.
- 10.6.** In case the Operator does not fulfil the national objectives undertaken by the Client, the Client shall pay compensation in the amount of 80% of the determined compensation within the meaning of the Regulation for the Criteria for Calculation of Packaging Compensation, and proportionally to the quantity he placed on the market.

## Trajanje i raskid

### Član 11

- 11.1. Ovaj Ugovor se zaključuje na neodređeno vreme, počev od dana zaključenja istog, 01.01.2022. godine.
- 11.2. Ugovorne strane su ovlašćene da jednostrano, bez navođenja razloga, raskinu ovaj Ugovor samo tokom januara meseca, pri čemu otkazni rok ističe 30. juna tekuće godine. Jednostrani otkaz se može saopštiti isključivo pisanim putem, preporučenim pismom preko pošte ili kurirske službe, upućenim na adresu za prijem pismena koja je kao takva označena u ovom Ugovoru.
- 11.3. Ugovorne strane su ovlašćene da jednostrano raskinu ovaj Ugovor, usled neizvršenja obaveza previđenih njegovim odredbama od strane druge ugovorne strane. Jednostrani otkaz zbog neizvršenja se može saopštiti u svako doba, pisanim 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 zbog neizvršenja iznosi trideset (30) kalendarskih dana.
- 11.4. Operaterova obaveza iz člana 6 ovog Ugovora važi do poslednjeg dana otkaznog roka i to samo u slučaju da je Klijent platio celokupnu Naknadu za odgovarajući period.
- 11.5. 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 isteka otkaznog roka u Klijentovo ime obavljao Operater.

## Poverljivost informacija

### Član 12

- 12.1. Relevantne informacije vezane za izvršenje obaveza iz ovog Ugovora razmenjivaće se nesmetano i transparentno

## Duration and Termination

### Article 11

- 11.1. This Contract shall be concluded for an indefinite period of time starting from its conclusion as of 01.01.2022.
- 11.2. Contracting Parties shall be entitled to unilaterally, without presenting reasons, terminate this Agreement only during the month of January, whereas the period of notice shall expire on 30 June of the current year. Unilateral termination may be notified only in writing, by registered mail, through registered post, or courier service, addressed as specified under this Agreement.
- 11.3. Contracting Parties shall be entitled to unilaterally terminate this Agreement resulting from non-execution of obligations by the other Party as provided under its provisions. Unilateral termination resulting from non-execution may be notified at any time, in writing, by registered post, or courier service, addressed thereof as specified under this Agreement. Period of notice in case of termination resulting from non-execution shall be thirty (30) calendar days.
- 11.4. Operator's obligation under Article 6 of this Agreement shall be valid until the last day of the period of notice only in case the Client paid up the entire Compensation for the respective period.
- 11.5. Contracting Parties' obligations undertaken by this Agreement shall remain in force until the last day of the period of notice. After expiration of the period of notice, the Operator shall submit to the Client all the information needed for the continued fulfilment of Client's legal obligations, as had been met by the Operator on behalf of the Client, before the period of notice.

## Information Confidentiality

### Article 12

- 12.1. Relevant information relating to obligations fulfilment under this Agreement shall be exchanged freely and transparently

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.

**12.2.** 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 člana 6 ovog Ugovora.

**12.3.** 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.

**12.4.** Nakon prestanka ovog Ugovora po ma kom osnovu i dalje ostaju da važe ove odredbe iz člana 12 Ugovora.

#### **Prava industrijske/intelektualne svojine**

##### **Član 13**

**13.1.** 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.

**13.2.** 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.

between the Contracting Parties. Information that may be considered as business, state, or military secret shall be an exception, as well as information not exchangeable under the competition protection legislation.

**12.2.** No information exchanged for the purpose of execution of this Agreement shall be made available to any third party. Exchanged information can be made available only provided prior written approval by the Client. It shall be considered that by signing this Agreement the Client has given its written consent to the Operator to transfer to competent state bodies the information ensuing the conclusion and execution of this Agreement, according to the valid packaging and packaging waste legislation and for the purpose of Operator's obligation fulfilment as under Article 6 of this Agreement.

**12.3.** Contracting Parties undertake to keep as confidential all information commercially sensitive, as well as those that may be considered as business, state, or military secret, according to the prescribed standards, and/or with care of a good businessman.

**12.4.** After termination of this Agreement on whatever basis, provisions under Article 12 of this Agreement shall survive.

#### **Rights of industrial/intellectual property**

##### **Article 13**

**13.1.** This Agreement, or any of its parts, may not represent the grounds for the transfer or acquisition of the Contracting Parties' industrial/intellectual property rights, be it the given rights were or were not protected by the relevant institutions of the Republic of Serbia or any third state.

**13.2.** All issues relating to the transfer of any industrial/intellectual property rights in whatever form or scope, and emerging during this Agreement, shall be regulated by a special agreement.

- 13.3.** Svi Aneksi, izmene i dopune ovog Ugovora, da bi bili obavezujući za ugovorne strane, moraju biti sastavljeni u pisanom obliku i potpisani od strane ovlašćenih lica ugovornih strana. Ova odredba se neće primenjivati na cenovnike u skladu sa članom 7 ovog Ugovora.
- 13.4.** 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.
- 13.5.** Ugovorne strane su saglasne da sve nesuglasice koje mogu da proisteknu iz ovog Ugovora reše sporazumno. Ukoliko, iz ma kog razloga, nesuglasica proizišla iz ovog Ugovora ne može da bude rešena sporazumno, ugovara se nadležnost Privrednog suda u Beogradu.
- 13.6.** 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:** DELTA-PAK d.o.o. Novi Beograd, Vladimira Popovića 8a
- 13.7.** O svakoj promeni gore naznačenih adresa, ugovorne strane su dužne da obaveste jedna drugu na način opisan u tački 6 ovog člana Ugovora.
- 13.8.** Ugovorne strane se obavezuju da će se u toku implementacije i realizacije ovog Ugovora pridržavati pozitivnih propisa Republike Srbije, kao i najbolje poslovne prakse.
- 13.3.** As to be binding for the Contractual Parties, all annexes, amendments and supplements to this Agreement must be in writing, and signed by the authorised persons of the Contracting Parties. This provision shall not apply to the pricelists according to Article 7 of this Contract.
- 13.4.** In case any provision of this Agreement becomes or is announced as invalid, that shall not influence the validity of other Agreement provisions. The invalid provision shall be replaced by a valid provision whose meaning shall be the closest to the meaning of the invalid provision and to the extent possible fulfilling the Contracting Parties' requests.
- 13.5.** Contracting parties agree that all disputes that may arise from this Agreement shall be resolved amicably. In case for whatsoever reason the dispute arising from this Contract cannot be resolved amicably, the jurisdiction of Belgrade Commercial Court shall be agreed.
- 13.6.** All notifications according to this Agreement, except those where different rules apply under provisions of this Agreement, and from which certain deadlines run, or which relate to the creation or termination of a right or an obligation, shall be forwarded to the other Contracting Party in writing, by registered mail, or currier, to the addresses as follows:  
**The Client:** \_\_\_\_\_  
**The Operator:** DELTA-PAK d.o.o. Beograd
- 13.7.** The Contracting Parties shall notify each other in a manner described under point 6 of this Article of the Agreement about any changes in the above addresses.
- 13.8.** In the course of implementation of this Agreement the Contracting Parties undertake to adhere to positive legislation of the Republic of Serbia, and to best business practices.

**13.9.** Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih po 2 (dva) pripadaju svakoj od ugovornih strana.

**13.9.** This Contract is made in 4 (four) identical copies, of which 2 (two) copies shall remain with each Contracting Party.

**Za OPERATERA/ For the OPERATOR:**

**Za KLIJENTA/ For the CLIENT:**

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Đorđe Jovanović,  
v.d. direktor/acting director

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(name),  
direktor/director

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Tijana Koprivica,  
supotpisnik/co-signer