

GORENJE TIKI DOO  
BROJ: 163  
DATUM: 12.2.19  
STARA PAZOVA

UNI EKO PAK DOO  
Br. 48-19  
25.01 2019 god.  
BEOGRAD

**UGOVOR  
O PREUZIMANJU OBAVEZA PO  
ZAKONU O AMBALAŽI I  
AMBALAŽNOM OTPADU**

Zaključen dana 18.01.2019., u Beogradu,  
između:

**"UNI EKO PAK" DOO**, sa sedištem na  
adresi u ulici Koče Kapetana 32, Beograd,  
registrovan u Agenciji za privredne registre  
sa matičnim brojem: 21381900 i PIB:  
110744773, koga predstavlja zakonski  
zastupnik Dijana Gašić, direktor (u daljem  
tekstu UNI EKO PAK) sa

Adresom za korespondenciju:  
Koče Kapetana 32, Beograd  
Tel: 0114232005  
Fax:  
Mobilni telefon: 0646423521  
E-mail: dijana.g@uniekopak.rs  
Kontakt osoba: Dijana Gašić

Banka (naziv): Societe Generale Srbija AD  
Račun br : 275-0020221650713-69

i

GORENJE TIKI PROIZVODNJA  
ELEKTRIČNIH APARATA ZA DOMAĆINSTVO  
DOO STARA PAZOVA, sa sedištem na adresi  
Golubinački put bb, Stara Pazova  
registrovan u Agenciji za privredne registre  
sa matičnim brojem: 20104554, i PIB:  
104184255, koga predstavlja zakonski  
zastupnik Branko Apat ( u daljem tekstu  
KLIENT) sa

Adresom za korespondenciju:  
Golubinački put bb, Stara Pazova  
Tel: +381 22 366 128  
Fax:.....  
Mobilni telefon: + 381 64 800 53 22  
E-mail: ana.pantelic@gorenje.com  
Kontakt osoba : Ana Pantelić

Banka (naziv) Raiffeisen banka a. d.,  
Bulevar Zorana Đinđića 64a, Beograd  
Račun br : 265-1040310000317-77

**CONTRACT  
FOR ASSUMING THE OBLIGATION  
FOR PACKAGING WASTE RECOVERY**

Concluded on 18.01.2019, in the city of  
Belgrade, between:

**"UNI EKO PAK" DOO**, with a registered  
office and address – Belgrade, Koče Kapetana  
Str., No 32, registered in the Commercial  
Register at the Registry Agency, with  
Identification number: 21381900, and VAT  
Number: 110744773, represented by the  
Director of the company Dijana Gasic,  
hereinafter referred to as the UNI EKO PAK,  
with

Address for correspondence:  
Koče Kapetana 32, Belgrade  
Tel: +381 11 4232005  
Fax:  
Mobile phones: +381 64 6423521  
E-mail: dijana.g@uniekopak.rs  
Contact persons: Dijana Gašić

Bank (name) Societe Generale Srbija AD  
BIC: 275-0020221650713-69

and

GORENJE TIKI PROIZVODNJA ELEKTRIČNIH  
APARATA ZA DOMAĆINSTVO DOO STARA  
PAZOVA with a registered office and address:  
Golubinački put bb Str, Stara Pazova  
registered in the Registry Agency with Unified  
Identification Code: 20104554, and VAT  
Number: 104184255, represented by Branko  
Apat, hereinafter referred to as CLIENT, with

Address for correspondence:  
Golubinački put bb, Stara Pazova  
Tel: +381 22 366 128  
Fax:.....  
Mobile phone: + 381 64 800 53 22  
E-mail: ana.pantelic@gorenje.com  
Contact persons: Ana Pantelić

Bank (name) Raiffeisen banka a. d., Bulevar  
Zorana Đinđića 64a, Beograd  
BIC: 265-1040310000317-77

## **PREAMBULA**

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

- *Zakon o upravljanju otpadom („Sl.glasnik RS”, br. 36/2009, 88/2010, 14/2016)*
- *Zakon o ambalaži i ambalažnom otpadu („Sl.glasnik RS”, br.36/2009).*

*Takođe, Ugovorne strane saglasno konstatuju da je:*

- *"UNI EKO PAK" d.o.o. Beograd, od Ministarstva za zaštitu životne sredine Republike Srbije pribavio Rešenje o izdavanju dozvole UNI EKO PAKu sistema upravljanja ambalažnim otpadom, Registarski broj 007, čime je stekao svojstvo UNI EKO PAKA u smislu odredaba navedenih Zakona i ovog Ugovora.*
- *Da KLIJENT ima svojstvo proizvođača i/ili uvoznika i/ili pakera/punioca i/ili isporučioca u smislu odredaba Zakona o ambalaži i ambalažnom otpadu („Sl.glasnik RS”, br.36/2009) i da ovim Ugovorom prenosi na UNI EKO PAKA 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:*
  - *očuvanju prirodnih resursa,*
  - *zaštiti životne sredine i zdravlja ljudi,*
  - *razvoju savremenih tehnologija proizvodnje ambalaže,*
  - *uspostavljanju optimalnog sistema upravljanja ambalažom i ambalažnim otpadom u skladu sa načelom podela odgovornosti,*
- *Da se Ugovorne strane u izvršenju ovog Ugovora rukovode nacionalnim Planom*

## **PREAMBLE**

*The Contracting Parties agree that the legal framework for the conclusion and execution of this Agreement is in the following positive legal regulations of the Republic of Serbia:*

- *Law on Waste Management ("Official Gazette of RS", No. 36/2009, 88/2010, 14/2016)*
- *Law on Packaging and Packaging Waste ("Official Gazette of RS", No. 36/2009).*

*Also, the Contracting Parties conclude that:*

- *"UNI EKO PAK" d.o.o. Belgrade, obtained from the Ministry of Environmental Protection of the Republic of Serbia the Decision on granting a permit to the UNI EKO PAK of the packaging waste management system, registry number 007, thus gaining the status of the UNI EKO PAK in terms of the provisions of the mentioned Law and this Agreement.*

- *That the CLIENT has the capacity of the 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 RS", No. 36/2009) and to transfer this Agreement to the UNI EKO PAK its obligation to manage packaging waste, in the sense of the provision of Article 24 of the Law on Packaging and Packaging Waste.*

- *In the execution of this Agreement, contracting parties shall be guided by the following general objectives:*

- *preservation of natural resources,*
- *protection of the environment and human health,*
- *development of modern technologies of packaging production,*
- *establishment of an optimal system of packaging and packaging waste management in accordance with the principle of division of responsibilities,*

- *In the execution of this Agreement, the Contracting Parties shall be guided by the National Plan for the Reduction of Packaging*

*za smanjenje ambalažnog otpada za period od 2015. do 2019. god. („Sl.glasnik RS“, br. 144/2014), kao i specifičnim Nacionalnim ciljevima vezanim za strukturu ambalažnog otpada, projektovanim za isti period.*

## **PREDMET UGOVORA**

### **Član 1.**

Ovim Ugovorom regulisana su međusobna prava i obaveze KLIJENTA i UNI EKO PAKA u postupku upravljanja ambalažnim otpadom. UNI EKO PAK 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 za ispunjenje Nacionalnih ciljeva u skladu sa Uredbom o planu smanjenja ambalažnog otpada.

### **Član 2.**

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

- Papir/karton;
- Plastika;
- Staklo;
- Metal i
- 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.

Waste for the period from 2015 to 2019 ("Official Gazette of the Republic of Serbia", No. 144/2014), as well as the specific National Objectives related to the structure of the packaging waste, designed for the same period.

## **SUBJECT OF THE AGREEMENT**

### **Article 1.**

This Agreement regulates the mutual rights and obligations of the CLIENT and UNI EKO PAK in the process of packaging waste management. The UNI EKO PAK hereby acquires from the CLIENT the obligation to manage packaging waste prescribed by the Law on Packaging and Packaging Waste ("Official Gazette of RS", No. 36/2009).

"Management of packaging waste" within the meaning of the provisions of this Agreement has the following meaning:

- Organization of activities for collecting, sorting, transporting and treatment of packaging waste that is the subject of this Agreement, at least in quantities for fulfilling the National Objectives in accordance with the Decree on the plan for reducing packaging waste.

### **Article 2**

Packaging waste management within the meaning of this Agreement may apply to the following types of packaging:

- Paper / cardboard;
- Plastics;
- Glass;
- Metal and
- Wood

All packagings of composite materials will be treated as packaging in accordance with the provisions of this Agreement, made from materials that are predominant in composite packaging, and in terms of the nomenclature envisaged by the National Plan.

### **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 regulisano je Zakonima na tržištu Republike Srbije.

### **OBAVEZE UNI EKO PAKA**

### **Član 4.**

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

### **Član 5.**

UNI EKO PAK 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.**

UNI EKO PAK 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,

### **Article 3**

The management of packaging waste, ie the rights and obligations of the contracting parties under the provisions of this Agreement that relate to the planning and organization of activities related to the collection, transport, storage, treatment and disposal of packaging waste is regulated by the laws of the Republic of Serbia.

### **UNI EKO PAK'S OBLIGATIONS**

### **Article 4**

The UNI EKO PAK hereby assigns only those obligations of the CLIENT for the management of packaging waste specified in Article 24 of the Law on Packaging and Packaging Waste ("Official Gazette of RS", No. 36/2009), and all other obligations of the CLIENT according to the same Law remain the obligation of the CLIENT, as a subject of packaging and packaging waste management, such as reporting obligation under Article 39 of the Law on Packaging and Packaging Waste ("Official Gazette of RS", No. 36/2009).

### **Article 5**

UNI EKO PAK is obliged to inform the public and end users about the purpose, goals, method and place of collection of packaging, as well as the possibilities for recycling and recycling of packaging waste, through media or the Internet, or in the usual local way.

### **Article 6**

UNI EKO PAK undertakes to notify CLIENT at least once every three months about current quantities collected and types of packaging waste, and by the end of February of the current year at the latest, to notify the CLIENT about the total quantity and type of recycled or deposited packaging waste in the previous calendar year, for each method of exploitation or disposal in particular, as well as the amount of waste recycled in the previous calendar year, separately for each type of waste, for



<p>za svaku vrstu otpada posebno, a za koju je KLIJENT platio naknadu UNI EKO PAKU.</p> <p>UNI EKO PAK 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.</p> <p>UNI EKO PAK se obavezuje da u slučaju Inspekcijuskog nadzora od strane ovlašćenog Ministarstva RS dostavi KLIJENTU podatke navedene u članu 48. stav 1. tačka 7., 8. i 9. Zakona o ambalaži i ambalažnom otpadu („Sl.glasnik RS“, br.36/2009), a u roku ostavljenom nalogom ovlašćenog Inspektora.</p> <p>UNI EKO PAK se obavezuje da obaveze preuzete po ovom Ugovoru obavlja sa pažnjom dobrog privrednika i u skladu sa važećom zakonskom regulativom, a sve u skladu sa interesima KLIJENTA.</p> <p>UNI EKO PAK se neće smatrati odgovornim u slučaju da je KLIJENT dostavio nepotpune ili netačne podatke i u skladu sa tim doveo do neispunjavanja njegovih obaveza po Zakonu o ambalaži i ambalažnom otpadu.</p> <p style="text-align: center;"><b>Član 7.</b></p> <p>UNI EKO PAK se obavezuje da KLIJENTU blagovremeno izda važeći Cenovnik za pojedine vrste ambalaže iz člana 2. ovog Ugovora.</p> <p>Elektronski objavljen Cenovnik na web stranici UNI EKO PAKA je važeći Cenovnik, prilaže se kao Prilog 1 ovog Ugovora i čini njegov sastavni deo.</p> <p>Naknada koju se KLIJENT slaže da plati UNI EKO PAKU za usluge iz ovog Ugovora će biti utvrđena na osnovu mase ambalažnog materijala (po kg) plasiranog na tržište Srbije, a u skladu sa važećim cenovnikom UNI EKO PAKA.</p> <p>UNI EKO PAK se obavezuje da najkasnije do kraja meseca novembra tekuće godine</p>	<p>which the CLIENT paid the fee to the UNI EKO PAK.</p> <p>The UNI EKO PAK undertakes to submit to the Environmental Protection Agency a Report on the management of packaging and packaging waste for which the fee has been paid by the CLIENT, with the content and within the deadlines prescribed by the Law.</p> <p>The UNI EKO PAK undertakes, in the case of Inspection Supervision, to submit to the CLIENT the information referred to in Article 48, Paragraph 1, Counts 7, 8 and 9 of the Law on Packaging and Packaging Waste ("Official Gazette of the Republic of Serbia", No.36 / 2009), and within the time limit given by the authorized Inspector.</p> <p>The UNI EKO PAK undertakes to perform the obligations undertaken under this Agreement with the care of a good businessman and in accordance with the applicable legal regulations, all in accordance with the best interests of the CLIENT.</p> <p>The UNI EKO PAK will not be held liable if the CLIENT has provided incomplete or inaccurate information and has accordingly led to the failure to fulfill his obligations under the Law on Packaging and Packaging Waste.</p> <p style="text-align: center;"><b>Article 7</b></p> <p>The UNI EKO PAK is obliged to issue a valid price list for the respective types of packaging referred to in Article 2 of this Agreement in due time to the CLIENT.</p> <p>The electronic price list published on the UNI EKO PAK's website is a valid Price List, enclosed as Appendix 1 to this Agreement and constitutes its integral part.</p> <p>The fee that the CLIENT agrees to pay to the UNI EKO PAK for the services referred to in this Agreement shall be determined on the basis of the weight of the packaging material (per kg) placed on the market of Serbia, in accordance with the valid price list of the UNI EKO PAK.</p> <p>The UNI EKO PAK undertakes to submit to the CLIENT no later than the end of November of</p>
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<p>KLIJENTU dostavi Cenovnik koji će važiti u narednoj godini.</p> <p>Cenovnik će se formirati jedanput godišnje osim ukoliko okolnosti slučaja budu zahtevale drugačije. UNI EKO PAK zadržava pravo u slučaju promjenjenih okolnosti na tržištu ili drugih promena koje imaju direktan ili indirektan uticaj na delatnost UNI EKO PAKA da jednostrano promeni Cenovnik. Novi Cenovnik postaće važeći za KLIJENTA u roku od 60 dana od dana obaveštenja, pri čemu se kao dan obaveštenja uzima dan elektronskog obaveštenja ili predaja pismena na poštu ili kurirskoj službi.</p> <p>UNI EKO PAK zadržava pravo da prilikom sastavljanja Cenovnika promeni i njegovu strukturu, u smislu grupisanja ili rasčlanjivanja pojedinih vrsta ambalaže.</p> <p style="text-align: center;"><b>OBAVEZE KLIJENTA</b></p> <p style="text-align: center;"><b>Član 8.</b></p> <p>KLIJENT je u obavezi da UNI EKO PAKU podnosi pisani izveštaj o:</p> <ul style="list-style-type: none"> <li>• nazivu, adresi, delatnosti i šifri delatnosti proizvođača, uvoznika, pakera/punioca, isporučioca i krajnjeg korisnika,</li> <li>• količini ambalaže koju su lica iz prethodne tačke ovog člana stavila u promet, uvezla ili izvezla u drugu državu</li> <li>• druge propisane podatke.</li> </ul> <p>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 UNI EKO PAKU najkasnije do 15. dana u mesecu za prethodni mesec.</p> <p>Izveštaj za mesec decembar KLIJENT je dužan da podnese najkasnije do 15. januara.</p> <p>Ukoliko KLIJENT ne podnese izveštaj UNI EKO PAKU na način i u roku opisanom u stavu 1, 2 i 3 ovog člana Ugovora, UNI EKO</p>	<p>the current year the Price List that will be valid for the next year.</p> <p>The pricelist will be formed once a year unless otherwise required by the circumstances of the case. UNI EKO PAK reserves the right in the event of changed circumstances on the market or other changes that have a direct or indirect impact on the UNI EKO PAK's activity to unilaterally change the Price List. The new Price list will become valid for the CLIENT within 60 days from the day of the notice, whereby the day of the notification is taken the day of the electronic notification or delivery of the letter to the post office or the courier service.</p> <p>UNI EKO PAK reserves the right to change the structure of the Pricelist when compiling the Price List, in terms of grouping or splitting certain types of packaging.</p> <p style="text-align: center;"><b>CLIENT'S OBLIGATIONS</b></p> <p style="text-align: center;"><b>Article 8</b></p> <p>A CLIENT is obliged to submit to the UNI EKO PAK a written Report on:</p> <ul style="list-style-type: none"> <li>• name, address, activity and activity codes of the manufacturer, importer, packer / filler, supplier and end user,</li> <li>• the quantity of packaging placed on the market, imported or exported by persons referred to in the preceding paragraph of this Article to another country</li> <li>• other prescribed data.</li> </ul> <p>The report referred to in paragraph 1 of this Article must contain the exact data by type of packaging and by quantities expressed in kilograms (kg) and must be delivered to the UNI EKO PAK no later than 15 days in the month for the previous month.</p> <p>CLIENT is obliged to submit the report for December by 15 January at the latest.</p> <p>If the CLIENT does not submit the Report to UNI EKO PAK in the manner and within the time described in paragraphs 1, 2 and 3 of this</p>
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<p>PAK je u obavezi da za mesec za koji nije dostavljen Izveštaj izvrši obavezu iz člana 4. Ovog Ugovora u količinama i po vrednosti iskazanoj u poslednjem/prethodnom 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 obaveza od strane KLIJENTA, bez obaveze UNI EKO PAKA 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 izveštaj.</p> <p>KLIJENT je dužan prilikom izrade i dostavljanja izveštaja da koristi forme, programe i elektronske standarde propisane i/ili obezbeđenje od strane UNI EKO PAKA bez obaveze plaćanja posebne naknade UNI EKO PAK-u. Obrazac izveštaja je Prilog br. 2 ovog Ugovora.</p> <p>KLIJENT ovim Ugovorom imenuje: Ime: Ana Pantelić Kontakt: + 381 64 800 53 22 kao odgovorno lice KLIJENTA čija je obaveza komuniciranje sa UNI EKO PAK-om i dostavljanje izveštaja.</p> <p>KLIJENT je dužan po upitu i nahođenju UNI EKO PAKA, a zbog ispunjenja obaveza UNI EKO PAKA prema nadležnom Ministarstvu ili drugom nadležnom organu, da u primerenom roku, dostavi UNI EKO PAK-u i druge podatke relevantne za ispunjenje prava i obaveza po ovom Ugovoru.</p> <p>KLIJENT je prilikom zaključenja ovog Ugovora u obavezi da UNI EKO PAKU preda izveštaj za celokupan period od 01.01.2019.god. do poslednjeg dana u mesecu koji prethodi zaključenju ovog Ugovora.</p> <p>KLIJENT se obavezuje da UNI EKO PAKu plati naknadu po odredbama ovog Ugovora za celokupnu količinu ambalaže po izveštaju, a u smislu člana 10. ovog Ugovora.</p> <p>UNI EKO PAK na sebe preuzima obavezu ispunjavanja zakonskih obaveza KLIJENTA</p>	<p>Article of the Agreement, UNI EKO PAK is obliged to carry out the obligation referred to in Article 4 of this Contract for the month for which the Report was not delivered in the quantities and by value stated in the last / previous Report the CLIENT issued to him, and to issue the CLIENT Invoice for the corresponding amount. In doing so, this Agreement shall be deemed terminated due to non-fulfillment of obligations by the CLIENT, without the obligation of the UNI EKO PAK to report in any way the CLIENT. The notice period expires on the last day of the month, which follows the month in which the CLIENT was required to submit the Report.</p> <p>A CLIENT is obliged, during the preparation and submission of the Report, to use the forms, programs and electronic standards prescribed and / or provided by the UNI EKO PAK without the obligation to pay a special fee to the UNI EKO PAK. Report Form is Appendix no. 2 of this Agreement.</p> <p>CLIENT hereby appoints by this Agreement: Name: Ana Pantelić Contact: + 381 64 800 53 22 as the responsible person of the CLIENT whose obligation is to communicate with the UNI EKO PAK and submit the Report.</p> <p>A CLIENT is obliged, upon request and in the interest of the UNI EKO PAK, to provide the UNI EKO PAK other data relevant for the fulfillment of the rights and obligations under this Agreement, within the appropriate time limit, in order to fulfill the obligations of the UNI EKO PAK towards the competent Ministry or other competent authority.</p> <p>CLIENT, when concluding this Agreement, is obliged to submit to the UNI EKO PAK a Report for the entire period starting with 01.01.2019. until the last day of the month preceding the conclusion of this Agreement.</p> <p>A CLIENT is obliged to pay the UNI EKO PAK fee according to the provisions of this Agreement for the total quantity of packaging according to the Report, as mentioned in Article 10 of this Agreement.</p> <p>The UNI EKO PAK assumes the obligation to fulfill the legal obligations of the CLIENT to</p>
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<p>upravljanja predmetnim ambalažnim otpadom po izveštaju.</p> <p>Za vreme trajanja ovog Ugovora KLIJENT neće prebacivati svoje obaveze upravljanja ambalažnim otpadom drugoj organizaciji za upravljanje ambalažnim otpadom.</p> <p style="text-align: center;"><b>NAKNADA</b></p> <p style="text-align: center;"><b>Član 9.</b></p> <p>KLIJENT je dužan da UNI EKO PAKU 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.</p> <p style="text-align: center;"><b>Član 10.</b></p> <p>Naknada iz člana 9. Ovog Ugovora se obračunava i fakturiše KLIJENTU u skladu sa važećim Cenovnikom. UNI EKO PAK će nakon prijema izveštaja fakturisati KLIJENTU iznos koji odgovara količinama i vrstama ambalaže navedenim u izveštaju, pomnoženim sa cenama iz važećeg Cenovnika, zadnjeg dana u mesecu u kom se podnosi Izveštaj.</p> <p>Ugovorne strane su saglasne da će rok za plaćanje svake pojedinačne fakture biti 15 (petnaest) kalendarskih dana računajući od datuma izdavanja fakture.</p> <p>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, UNI EKO PAK 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.</p> <p style="text-align: center;"><b>TRAJANJE I RASKID</b></p> <p style="text-align: center;"><b>Član 11.</b></p> <p>Ovaj Ugovor stupa na pravnu snagu danom potpisivanja od strane ovlašćenih predstavnika ugovornih strana. Ugovor se</p>	<p>manage the packaging waste concerned according to the Report.</p> <p>During the duration of this Agreement, the CLIENT will not transfer its packaging waste management obligations to another packaging waste management organization.</p> <p style="text-align: center;"><b>FEE</b></p> <p style="text-align: center;"><b>Article 9</b></p> <p>A CLIENT is obliged to pay to the UNI EKO PAK fee for the packaging waste management services referred to in Article 4, 5. and 6 of this Agreement according to the valid Price List, in the manner and within the deadlines prescribed in this Agreement.</p> <p style="text-align: center;"><b>Article 10</b></p> <p>The fee referred to in Article 9 of this Agreement shall be calculated and invoiced to the CLIENT in accordance with the applicable Price List. After receiving the Report, the UNI EKO PAK will issue invoice to the CLIENT in the amount corresponding to the quantities and types of packaging specified in the Report, multiplied by the prices in the valid Price List, on the last day of the month in which the Report is submitted.</p> <p>The contracting parties agree that the payment deadline for each individual invoice shall be 15 (fifteen) calendar days counting from the date of issue of the invoice.</p> <p>In case CLIENT does not pay voluntarily any of the monthly invoices during the calendar year, in addition to other legal remedies provided for by this Agreement or Law, the UNI EKO PAK will not be obliged to fulfill his obligation under Article 6 of this Agreement for the year in question, and will be authorized to retain all the payments received by the Client.</p> <p style="text-align: center;"><b>DURATION AND DISCUSSION</b></p> <p style="text-align: center;"><b>Article 11</b></p> <p>This Agreement shall enter into force on the day of its signature by the authorized representatives of the Contracting Parties. The</p>
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zaključuje na određeno vreme u trajanju od jedne godine. Ukoliko KLIJENT nakon isteka roka na koji je ovaj Ugovor zaključen uputi UNI EKO PAKU izveštaj iz člana 8. ovog Ugovora, smatraće se da je Ugovor produžen za narednih godinu dana.

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 30 (trideset) dana. UNI EKO PAKOVA 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.

Obaveze ugovornih strana preuzete ovim Ugovorom ostaju na snazi do poslednjeg dana otkaznog roka. Po isteku otkaznog roka UNI EKO PAK je dužan dostaviti KLIJENTU sve podatke neophodne za nastavak ispunjavanja zakonskih obaveza KLIJENTA koje je do isteka otkaznog roka u KLIJENTOVO ime obavljao UNI EKO PAK.

#### **POVERLJIVOST INFORMACIJA**

##### **Član 12.**

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.

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

contract is concluded for a fixed period of one year. If the CLIENT, after the expiration of the time limit for this Agreement, is sent to the UNI EKO PAK Report from Article 8 of this Agreement, the Contract will be considered extended for the next year.

The Contracting Parties are authorized to unilaterally terminate this Agreement. A one-time cancellation can be made at any time, in writing, by registered letter via post or courier service, addressed to the address for receipt of the letter, which is as such designated in this Agreement. The cancellation period in case of termination is 30 (thirty) days. The UNI EKO PAK's obligation under Article 6 of this Agreement is valid until the last day of the cancellation deadline, and only in case the CLIENT paid the entire fee for the appropriate period.

The obligations of the contracting parties undertaken by this Agreement shall remain in force until the last day of the cancellation deadline. Upon expiry of the notice period, UNI EKO PAK shall provide the CLIENT with all the information necessary for continuing to fulfill the legal obligations of the CLIENT that until the expiry of the cancellation deadline in the CLIENT's name was performed by the UNI EKO PAK.

#### **INFORMATION CONFIDENTIALITY**

##### **Article 12**

Relevant information relating to the fulfillment of obligations under this Agreement shall be exchanged unhinderedly and transparently between the Contracting Parties. An exception will be information that can be considered as a business, state or military secret, as well as information that can not be exchanged under competition protection regulations.

No information exchanged for the purpose of executing this Agreement shall be made available to any third party. The exchanged information can be made available only upon the previously obtained written approval from the CLIENT. It is considered that by signing this Agreement, the CLIENT has given written consent to the UNI EKO PAK that the

<p>UNI EKO PAKU 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 UNI EKO PAKA iz člana 6. ovog Ugovora.</p> <p>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.</p> <p>Nakon prestanka ovog Ugovora po ma kom osnovu i dalje ostaju da važe ove odredbe iz člana 13. Ugovora.</p> <p style="text-align: center;"><b>PRAVA INDUSTRIJSKE/INTELEKTUALNE SVOJINE</b></p> <p style="text-align: center;"><b>Član 13.</b></p> <p>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.</p> <p>Sva pitanja koja se odnose na prenos bilo kakvih prava industrijske/intelektualne svojine u ma kom vidu ili obliku, a koja se jave tokom važenja ovog Ugovora, biće regulisana posebnim Ugovorom.</p> <p style="text-align: center;"><b>OSTALO</b></p> <p style="text-align: center;"><b>Član 14.</b></p> <p>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.</p> <p>Svi Aneksi, izmene i dopune ovog Ugovora, da bi bili obavezujući za ugovorne strane, moraju biti sastavljene u pismenom obliku i potpisane od strane ovlašćenih lica ugovornih strana. Ova odredba se neće</p>	<p>information resulting from the conclusion and execution of this Agreement can be transferred to the competent state authorities, in accordance with the applicable regulations on packaging and packaging waste, in order to fulfill the obligation of the UNI EKO PAK from Article 6 of this Agreement.</p> <p>The contracting parties undertake to keep all commercially sensitive, as well as information that can be considered as business, state or military secret, in accordance with the prescribed standards and / or with the care of a good businessman.</p> <p>Upon termination of this Agreement, on any basis, these provisions from Article 13 of the Agreement will continue to apply.</p> <p style="text-align: center;"><b>THE RIGHTS OF INUSTRIC / INTELLECTUAL PROPERTY</b></p> <p style="text-align: center;"><b>Article 13</b></p> <p>This Agreement or any part thereof may not be the basis for the transfer or acquisition of the industrial / intellectual property rights of the Contracting Parties, whether the rights in question have or have not been subject to protection by the relevant institutions of the Republic of Serbia or a third State.</p> <p>All questions relating to the transfer of any industrial / intellectual property rights in any form that arise during the validity of this Agreement shall be governed by a separate Agreement.</p> <p style="text-align: center;"><b>OTHER</b></p> <p style="text-align: center;"><b>Article 14</b></p> <p>The contracting parties guarantee each other that they have provided all necessary internal decisions in accordance with the internal rules and are fully authorized to sign this Agreement.</p> <p>All Annexes, Amendments to this Agreement, in order to be binding on the Contracting Parties, must be made in writing and signed by the authorized persons of the Contracting Parties. This provision shall not apply to Price</p>
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<p>primenjivati na Cenovnike u skladu sa članom 7. ovog Ugovora.</p> <p>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 dodaće se važeća odredba čiji smisao je najbliži smislu nevažeće odredbe i koja u najvećoj meri ispunjava zahteve ugovornih strana.</p> <p>Ugovorne strane su saglasne da sve nesuglasice koje mogu da proisteknu iz ovog Ugovora reše mirno i sporazumno. Ukoliko iz ma kog razloga nesuglasica proizašla 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 će biti rešena od strane Privrednog suda u Beogradu.</p> <p>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, preporučeno poštom ili kurirskom službom, na sledeće adrese: KLIJENT: GORENJE TIKI DOO, Golubinački put bb, Stara Pazova</p> <p>UNI EKO PAK: „UNI EKO PAK“ d.o.o. Beograd, ul. Koče Kapetana 32.</p> <p>O svakoj promeni gore označene adrese, ugovorne strane su dužne da obaveste jedna drugu na način opisan u prethodnom stavu ovog člana Ugovora.</p> <p>Ugovorne strane se obavezuju da će se u toku implementacije i realizacije ovog Ugovora pridržavati pozitivnih propisa Republike Srbije, kao i najbolje poslovne prakse.</p> <p>Ovaj Ugovor je sačinjen u 2 (dva) istovetna i jednako važeća primerka, od kojih po 1</p>	<p>lists in accordance with Article 7 of this Agreement.</p> <p>In case any of the provisions of this Agreement becomes or is declared invalid, it shall not affect the validity of other provisions of this Agreement. Instead of an invalid provision, a valid provision whose purpose is closest to the meaning of an invalid provision and which satisfies the requirements of the Contracting Parties to the fullest extent, shall be added.</p> <p>The Contracting Parties agree to settle all disputes arising out of this Agreement in a peaceful and consensual manner. If, for any reason, the disagreements arising out of this Agreement can not be settled by agreement within 30 days, counting from the date when one contracting party informs the other in writing of the existence of a disagreement, the same will be settled by the Commercial Court in Belgrade.</p> <p>All notices under this Agreement, except for those for which the provisions of this Agreement provide for different rules, from which they begin to run certain time limits or are related to the occurrence or termination of a right or obligation, shall be addressed to the other contracting party in writing, by registered post or courier service, to the following addresses: CLIENT: GORENJE TIKI DOO, Golubinački put bb, Stara Pazova</p> <p>UNI EKO PAK: "UNI EKO PAK" d.o.o. Belgrade, ul. Koče kapetana 32.</p> <p>The Contracting Parties shall notify each other of any change in the address indicated above in the manner described in the preceding paragraph of this Article of the Agreement.</p> <p>The Contracting Parties undertake to comply with the positive regulations of the Republic of Serbia as well as best business practices during the implementation and implementation of this Agreement.</p> <p>This Agreement is made in 2 (two) identical and equally valid copies, of which 1 (one) copy belong to each contracting party.</p>
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(jedan) primerak pripada svakoj ugovornoj strani.

Ovaj Ugovor sačinjen je na srpskom i engleskom jeziku. U slučaju neslaganja merodavna je verzija na srpskom jeziku.

This Agreement was drafted in Serbian and English language. In the case of a discrepancy the Serbian version shall prevail.

#### UGOVORNE STRANE / CONTRACTING PARTIES

UNI EKO PAK



KLIJENT/CLIENT





**NAKNADE ZA USLUGE UPRAVLJANJA AMBALAŽNIM OTPADOM  
UNI EKO PAK DOO  
2019. GODINA**

Uni Eko Pak d.o.o. Naknade 2019. godina	
Vrsta ambalažnog otpada	Iznos naknade (rsd/kg)
PAPIR	2,06 RSD
PLASTIKA	4,59 RSD
STAKLO	9,44 RSD
METAL	2,93 RSD
DRVO	3,34 RSD
OSTALO (keramika, tekstil, juta i drugo..)	2,15 RSD

U navedene naknade nije uračunat porez na dodatu vrednost (PDV).

Na navedene cene odobrava se popust od 5% u slučaju pravovremenog dostavljanja podataka o plasiranoj ambalaži i pravovremenog plaćanja faktura.

U Beogradu,  
Dana 18.01.2019. god.

UNI EKO PAK  
Dijana Gašić

