

**UGOVORA O ODLAGANJU  
KOMUNALNOG NEOPASNOG  
OTPADA**

Zaključen u Rači dana **14.08.2025.** godine (u daljem tekstu: „**Dan stupanja na snagu**“) između sledećih ugovornih strana:

**OPŠTINA RAČA**, sa registrovanim sedištem na adresi Karađorđeva 48, 34210 Rača, Republika Srbija, koju predstavlja Predsednik opštine Branko Radosavljević, (u daljem tekstu: „**Klijent**“)

i

**FCC EKO DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU BEOGRAD**, sa registrovanim sedištem na adresi Bulevar kralja Aleksandra 79, 11120 Beograd, matični broj: 20147326; PIB: 104328845, koga zastupa Amir Mujezinović, direktor, i Anđelka Marković Milin, ostali zastupnik, (u daljem tekstu: „**Operater**“).

Klijent i Operater u daljem tekstu zajednički će se označavati kao „Ugovorne strane“, ili pojedinačno „Ugovorna strana“.

**Preambula**

POŠTO JE dana 31.01.2007. godine zaključen Ugovor o poveravanju komunalnih delatnosti strateškom partneru na period od 25 godina (u daljem tekstu „**Ugovor o poveravanju**“), na osnovu odluke o izboru najpovoljnijeg ponuđača na tenderu održanom na osnovu javnog poziva od 07. septembra 2006. godine, kojim su regulisana prava i obaveze ugovornih strana i faze postupanja u toku perioda važenja.

Na osnovu Ugovora o poveravanju zaključen je poseban akcesoran Ugovor o odlaganju neopasnog otpada na 5 godina, zaveden kod Klijenta pod brojem 352-150 od 14.07.2009. a kod Operatera pod brojem 082/09 od 15.07.2009., Aneks I na 5 godina zaveden kod Klijenta pod brojem 352-76 od 09.10.2014., a kod Operatera pod brojem 635/014 od 21.10.2014., Aneks II na 1 godinu zaveden pod brojem 782-1 od 16.07.2019., Aneks III na 1 godinu zaveden kod Klijenta pod brojem 020-79/2020-I-01 od 16.10.2020. a kod Operatera pod brojem 844-1/020 od 16.07.2020. godine, Aneks IV na 1 godinu zaveden kod Klijenta pod brojem 020-91/21-I-01 od 21.07.2021. godine, a kod Operatera pod brojem 505/021 od 23.07.2021. godine i Ugovor o odlaganju neopasnog otpada od 01.11.2022. godine, zaveden kod Klijenta pod brojem 352-136/22-III-01 od 07.11.2022. godine, a kod Operatera pod brojem 1701 od 02.11.2022. godine.

**COMMUNAL NON-HAZARDOUS  
WASTE DISPOSAL AGREEMENT**

Made in Belgrade on **14.08.2025.** (hereinafter: „**Effective Date**“) between the following agreement parties:

**THE MUNICIPALITY OF RAČA**, based in Karađorđeva 48, 34210 Rača, Republic of Serbia, represented by the Mayor of the Municipality of Branko Radosavljević, (hereinafter referred to as the: „**Client**“),

and

**FCC EKO DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU BEOGRAD**, based in Bulevar kralja Aleksandra Street number 79, 11120 Belgrade, company ID number: 20147326; TIN: 104328845, represented by Amir Mujezinović, director, and Anđelka Marković Milin, other representatives, (hereinafter referred to as „**Operator**“).

The Client and the Operator, hereinafter jointly referred to as the „Parties“ the the Agreement, or individually the „Party“ to the Agreement.

**Preamble**

WHEREAS an General Entrustment Agreement of Communal Activities to a Strategic Partner for a period of 25 years was executed on January 31<sup>st</sup> 2007 (hereinafter: „**Entrustment Agreement**“), on the basis of the decision on the selection of the most favorable bidder in the tender held on the basis of a public call from September 7, 2006, which regulates the rights and obligations of the Parties and the stages of treatment during the validity period.

In accordance on the basis of the basic Agreement of the entrustment of communal activities, a special, accessory Agreement of the disposal of non-hazardous waste for 5 years was concluded, registered with the Client under number 352-150 dated July 14<sup>th</sup>, 2009, and with Operator under number 082/09 from July 15<sup>th</sup>, 2009, Annex I for 5 years registered with the Client under number 352-76 from October 9<sup>th</sup>, 2014, and with the Operator under number 635/014 from October 21<sup>st</sup>, 2014., Annex II for 1 year registered under number 782-1 from July 16<sup>th</sup> 2019, Annex III for 1 year, registered with the Client under number 02079/2020-I-01 dated on October 16<sup>th</sup> 2020, and with Operator under number 844-1/020 dated on July 16<sup>th</sup>, 2020, Annex IV for 1 year registered with the Client under number 020-91/21-I-01 from July 21<sup>st</sup>, 2021-, and with Operator under number 505/021 from July 23<sup>rd</sup>, 2021 i Non-hazardous waste disposal Agreement from November 01<sup>st</sup>, 2022, registered with the Client under 352-136/22-III-01 from November 07<sup>th</sup> 2022., and with Operator under number 1701 from November 02<sup>nd</sup> 2022.

Ugovorne strane konstatuju da je Ugovor o odlaganju otpada istekao dana 01.11.2024. godine, kao i da je nakon isteka Ugovora pružanje usluga na teritoriji opštine Rača nastavljeno do momenta zaključenja ovog Ugovora o odlaganju komunalnog neopasnog otpada, a u skladu sa Zakonom o komunalnim delatnostima.

## **Ugovor o odlaganju komunalnog neopasnog otpada**

### **1.Opšte odredbe**

**1.1.** Na osnovu delatnosti registrovane u Agenciji za privredne registre, Operater je ovlašćen za poslovanje u oblasti sakupljanja otpada koji nije opasan.

**1.2.** Neopasan otpad jeste otpad koji nema karakteristike opasnog otpada kako je to definisano Zakonom o upravljanju otpadom („Sl. glasnik RS”, br. 36/209, 88/2010, 14/2016, 95/2018 - dr. Zakon i 35/2023 - „Zakon” i Pravilnikom o kategorijama, ispitivanju i klasifikaciji otpada - „Pravilnik” (u daljem tekstu „Neopasan otpad”).

**1.3.** Komunalni otpad jeste odvojeno sakupljeni otpad iz domaćinstva, uključujući papir, karton, staklo, metal, plastiku, biootpad, drvo, tekstil, ambalažu, otpadnu električnu i elektronsku opremu, otpadne baterije i akumulatore, kabasti otpad i mešani komunalni otpad i/ili odvojeno sakupljeni otpad iz drugih izvora, ako je taj otpad sličan po prirodi i sastavu otpadu iz domaćinstva, ali ne uključuje otpad iz proizvodnje, poljoprivrede, šumarstva, ribarstva i akvakulture, otpadna vozila i otpad od građenja i rušenja kako je to definisano Zakonom i Pravilnikom (u daljem tekstu „Komunalni otpad”).

**1.4.** Klijent poverava Operateru obavljanje komunalnih delatnosti odlaganja komunalnog neopasnog otpada, koje su predviđene Pravilnikom o kategorijama, ispitivanju i klasifikaciji otpada („Službeni glasnik” br. 56/2010, 93/2019, 39/2021 i 65/2024) (u daljem tekstu „Odlaganje otpada”).

### **2. Predmet Ugovora**

**2.1.** Predmet ovog Ugovora jeste regulisanje ugovornih odnosa povodom Odlaganja komunalnog neopasnog otpada na Regionalnu komunalno-sanitarnu deponiju „Vrbak” u Lapovu, kojima rukovodi Operater u skladu sa odredbama i uslovima definisanim u daljem tekstu ovog Ugovora.

**2.2.** Operater je saglasan da preuzima i prihvata Komunalni Neopasan otpad koji nastaje na teritoriji Klijenta, kako je definisan odredbama ovog Ugovora od Klijenta i/ili lica koje je Klijent ovlastio da obavljaju prikupljanje otpada, kao i da u skladu sa važećom zakonskom i podzakonskom regulativom odlaže otpad na

Parties state that the non- hazardous waste disposal Agreement expired on November 1, 2024. and that after the expiration of the Agreement, the provision of services in the territory of Rača municipality continued until the conclusion of this Agreement on the disposal of communal non- hazardous waste in accordance with the Law on Communal Activities.

## **Communal non-hazardous waste disposal Agreement**

### **1. General Provisions**

**1.1.** On the basis of the business activity registered in the Private Registry Agency, the Operator is authorized to operate in the field of non-hazardous waste collection.

**1.2.** Non-hazardous waste is waste that does not have the characteristics of hazardous waste as defined by the Law on Waste Management ("Official Gazette of RS", No. 36/209, 88/2010, 14/2016, 95/2018 - dr. Law and 35/2023 - "Law" and the Rulebook on categories, testing and classification of waste "Regulation" (hereinafter referred to as "Nonhazardous waste").

**1.3.** Communal waste is separately collected household waste, including paper, cardboard, glass, metal, plastic, bio-waste, wood, textiles, packaging, waste electrical and electronic equipment, waste batteries and accumulators, bulky waste and mixed municipal waste and/or separately collected waste from other sources, if this waste is similar in nature and composition to household waste, but does not include waste from production, agriculture, forestry, fishing and aquaculture, waste vehicles and waste from construction and demolition as it is defined by the Law and Rulebook (hereinafter referred to as "Communal waste").

**1.4.** The Client entrusts the Operator with the performance of communal nonhazardous waste management activities, defined by Rulebook on Categories, Examination and Classification of Waste („Official Gazette" No. 56/2010,93/2019, 39/2021 and 65/2024) (hereinafter: „Municipal Waste").

### **2. Subject of Agreement**

**2.1.** The subject of this Agreement is the regulation of contractual relations regarding the disposal of communal non-hazardous waste at the Regional Communal-Sanitary Landfill "Vrbak" in Lapovo, managed by the Operator in accordance with the terms and conditions defined in the following text of this Agreement.

**2.2.** The Operator agrees to receive and accept Communal Non-Hazardous waste generated on the Client's territory, as defined by the provisions of this Agreement, from the Client and/or persons authorized by the Client to carry out waste collection, as well as to dispose of the waste in accordance with the applicable

<p>Regionalnoj komunalno-sanitarnoj deponiji kojom rukovodi Operater u Lapovu.</p>	<p>legal and by-law regulations at the Regional communal and sanitary landfill managed by the Operator in Lapovo.</p>
<p><b>2.3.</b> Klijent je saglasan da direktno ili indirektno ekskluzivno isporučuje Operateru sav Komunalni Neopasan otpad, koji nastaje na teritoriji Klijenta – Opštine Rača kao i da plati naknadu navedenu u članu 4.1. ovog Ugovora za odlaganje otpada.</p>	<p><b>2.3.</b> The Client agrees to directly or indirectly exclusively deliver to the Operator all Municipal Non-Hazardous waste, which remains on the territory of the Client - Municipality of Rača, as well as to pay the fee specified in Article 4.1. of this Agreement for waste treatment and disposal.</p>
<p><b>2.4.</b> Operater će preuzimati radi odlaganja sav Komunalni Neopasni otpad koji je proizveden od strane fizičkih lica (stanovništva) i pravnih lica, preduzetnika ili drugih institucija, kabasti otpad, otpadno zelenilo i ulični otpad, kako je definisano Pravilnikom i drugi otpad koji je po važećem Zakonu moguće deponovati na Regionalnu komunalno-sanitarnu deponiju u Lapovu kojom rukovodi Operater a koji nastaje na teritoriji Klijenta.</p>	<p><b>2.4.</b> The Operator will accept for disposal all communal non-hazardous waste produced by natural persons (population) and legal entities, entrepreneurs or other institutions, bulky waste, green waste and street waste, as defined by the Rulebook and other waste that is possible according to the current law . to be deposited at the Regional Communal-Sanitary Landfill in Lapovo managed by the Operator, which is created on the Client's territory.</p>
<p><b>2.5.</b> Klijent garantuje da će osigurati nesmetano isporučivanje Komunalnog Neopasnog otpada nastalog na teritoriji njegove opštine, Regionalnoj komunalno-sanitarnoj deponiji, koja se nalazi u Lapovu, donošenjem odgovarajućih podzakonskih akata, a u skladu sa poverenim ovlašćenjima.</p>	<p><b>2.5.</b> The Client guarantees that he will ensure the smooth delivery of Municipal Non-Hazardous waste generated on the territory of his municipality, to the Regional Communal-Sanitary Landfill, located in Lapovo, by passing appropriate by-laws, and in accordance with the entrusted powers.</p>
<p><b>3. Način obavljanja delatnosti odlaganja Komunalnog Neopasnog otpada</b></p>	<p><b>3. Manner of the communal non-hazardous waste disposal</b></p>
<p><b>3.1.</b> Operater će vršiti odlaganje otpada, u skladu sa važećom Zakonskom i podzakonskom regulativom. Operater može angažovati treće lica u svojstvu podizvođača za izvršavanje usluga, za šta mu nije potrebna saglasnost Klijenta.</p>	<p><b>3.1.</b> The Operator will dispose of waste, in accordance with the applicable legal and by-law regulations. The operator can hire a third party as a subcontractor for the execution of services, for which he does not need the consent of the Client.</p>
<p><b>3.2.</b> Operater će pregledati otpad isporučen od strane Klijenta a naročito će pregledati da li je u saglasnosti sa specifikacijama i karakteristikama Komunalnog Neopasnog otpada te da li je sastav istog u skladu sa ovim Ugovorom i primenljivim Zakonima i podzakonskim aktima. Ukoliko isporučeni Komunalni Neopasni otpad od strane Klijenta nije u skladu sa propisanim specifikacijama, karakteristikama ili sastavom, Operater ima pravo da odbije preuzimanje takvog otpada. U tom slučaju Klijent je u obavezi da skupi i ukloni odbijeni otpad, gde god se isti u tom trenutku nalazio, u celosti o svom trošku.</p>	<p><b>3.2.</b> The Operator will inspect the waste delivered by the Client and in particular will inspect whether it is in accordance with the specifications and characteristics of Communal Non-Hazardous waste and whether its composition is in accordance with this Agreement and the applicable laws and by-laws. If the Communal Non-hazardous waste delivered by the Client does not comply with the prescribed specifications, characteristics or composition, the Operator has the right to refuse to accept such waste. In that case, the Client is obliged to collect and remove the rejected waste, wherever it is at that moment, entirely at his own expense.</p>
<p><b>3.3</b> Takvo odbijanje prihvatanja otpada isporučenog od strane Klijenta ne predstavlja odbijanje izvršavanja ili kašnjenje u izvršavanju ugovornih obaveza od strane Operatera.</p>	<p><b>3.3.</b> Such refusal to accept the waste delivered by the Client does not constitute a refusal to perform or a delay in the performance of contractual obligations by the Operator.</p>
<p><b>3.4.</b> Ukoliko Komunalni Neopasni otpad isporučen od strane Klijenta nije u skladu sa propisanim i ugovorenim specifikacijama ili sastavom, Operater ima pravo da odbije Odlaganje takvog otpada, bez bilo kakvih posledica odgovornosti na osnovu ovog Ugovora, te može predložiti</p>	<p><b>3.4.</b> If the Communal Non-hazardous waste delivered by the Client is not in accordance with the prescribed and agreed specifications or composition, the Operator has the right to refuse the disposal of such waste, without any consequences of liability based on this Agreement, may</p>

drugi način tretiranja tog otpada radi osiguravanja tretiranja u skladu sa Zakonom. Sve dodatne troškove takvog tretiranja snosiće Klijent.

**3.5.** Ukoliko Operater sazna da Komunalni Neopasni otpad već prihvaćen od Klijenta, nije u skladu sa specifikacijama ili sastavom za takvu vrstu otpada, Operater mora o toj činjenici pismeno obavestiti Klijenta, na adresu iz ovog Ugovora i zatražiti od Klijenta da ponovo o svom trošku preuzme takav otpad, najkasnije u roku od tri dana od obaveštenja. Ukoliko Klijent ne preuzme ponovo otpad ili ne odgovori na obaveštenje Operatera u roku od tri dana od prijema istog, Operater ima pravo tretiranja i Odlaganja takvog otpada u skladu sa Zakonom i to o trošku Klijenta u celosti i bez bilo kakve saglasnosti i/ili dodatnog odobrenja od strane Klijenta.

**3.6.** Klijent je saglasan da isporučuje samo Komunalni Neopasni Otpad u skladu sa definicijom iz Zakona i Pravilnika i ovog Ugovora. Za svaku količinu otpada koju isporuči Operateru, Klijent će dostaviti deklaraciju specifikacije za navedenu količinu i dostaviće Operateru sva potrebna dokumenta u skladu sa zakonskom i podzakonskom regulativom. Klijent će biti u potpunosti odgovoran za istinitost i ispravnost navedene deklaracije. Ukoliko Operater zahteva dodatnu dokumentaciju, takav zahtev se mora pismenim putem uputiti Klijentu, putem pošte faksa ili elektronske pošte i o takvom Zahtevu, Klijent mora postupiti u roku od 3 dana od dana prijema.

**3.7.** Ukoliko Klijent u istoj isporuci isporuči otpad različitih kategorija, Klijent mora da obezbedi i garantuje da nije došlo ni do kakvih hemijskih reakcija između takvog otpada iz različitih kategorija. Svaku prouzrokovanu štetu, dodatne troškove i bilo koje druge izdatke uzrokovane prevozom i/ili isporukom otpada različitih kategorija ili isporukom mešovitog otpada Operateru, u celosti će snositi Klijent.

**3.8.** Ukoliko je u dostavljenoj deklaraciji Klijent naveo samo klasifikovan i sortiran Komunalni Neopasni otpad a isporučen je mešoviti otpad u kojem se nalazi i otpad koji ne spada u kategoriju Komunalnog Neopasnog, Operater ima pravo da za celokupnu količinu otpada naplati naknadu za najskuplju kategoriju otpada sadržanu u toj konkretnoj isporuci.

**3.9.** U slučaju da Operater iz neopravdanih razloga nije u stanju da prihvati Komunalni Neopasni otpad sakupljen na teritoriji Klijenta, obavezan je da obezbedi odgovarajuće mesto (postojeću deponiju) ili neko drugo rešenje u skladu sa Zakonom.

#### **4. Cena**

propose another way of treating that waste in order to ensure treatment in accordance with the Law. All additional costs of such treatment will be borne by the Client.

**3.5.** If the Operator learns that Communal Non-Hazardous waste already accepted by the Client does not comply with the specifications or composition for this type of waste, the Operator must inform the Client of this fact in writing, at the address from this Agreement, and ask the Client to collect such waste again at his own expense, no later than within three days of notification. If the Client does not pick up the waste again or does not respond to the Operator's notice within three days of receiving it, the Operator has the right to treat and dispose of such waste in accordance with the Law and at the Client's expense in full and without any consent and/or additional approval. by the Client.

**3.6.** The Client agrees to deliver only Communal Non-Hazardous Waste in accordance with the definition in the Law and Regulations and this Agreement. For each quantity of waste delivered to the Operator, the Client shall submit a specification declaration for the specified quantity and shall submit to the Operator all necessary documents in accordance with the legal and by-law regulations. The Client will be fully responsible for the truthfulness and correctness of the said declaration. If the Operator requires additional documentation, such a request must be sent to the Client in writing, by fax or e-mail, and the Client must act on such a Request within 3 days from the day of receipt.

**3.7.** If the Client delivers waste of different categories in the same delivery, the Client must ensure and guarantee that no chemical reactions have occurred between such waste from different categories. Any damage caused, additional costs and any other expenses caused by the transportation and/or delivery of waste of different categories or the delivery of mixed waste to the Operator will be fully borne by the Client.

**3.8.** If in the submitted declaration the Client stated only classified and sorted Communal Non-hazardous waste and mixed waste was delivered, which also contains waste that does not belong to the category of Communal Non-hazardous, the Operator has the right to charge for the entire amount of waste a fee for the most expensive category of waste included in that specific delivery.

**3.9.** If the Operator, for unjustified reasons, is unable to accept Communal Non-Hazardous Waste collected on the territory of the Client, he is obliged to provide a suitable place (existing landfill) or some other solution in accordance with the Law.

#### **4. Price**

<p><b>4.1.</b> Cena za Odlaganje otpada iznosi 4.352,60 dinara po toni Komunalnog Neopasnog otpada bez uračunatog pdv-a, eventualnih taksi i drugih javnih i fiskalnih nameta, u skladu sa Ugovorom o poveravanju („Cena“).</p> <p><b>4.2.</b> Cena iz člana 4.1. Ugovora je promenjiva i ista će se, usaglašavati i utvrđivati kvartalno, primenom stope inflacije merene indeksom potrošačkih cena koju objavljuje Zavod za statistiku Republike Srbije (ili bilo koji indeks inflacije najbliži navedenom indeksu, ukoliko se navedeni indeks više ne objavljuje).</p> <p><b>4.3.</b> Usklađivanje cena vršiće se počev od 1. januara 2025. godine, pa ubuduće za sve naredne godine važenja ugovora (uključujući i 2025. godinu).</p> <p><b>4.4.</b> Operater ima pravo izuzetno da predloži povećanje cena usluge Odlaganja otpada u bilo kom momentu ukoliko (i) cena nafte ili benzina na tržištu Republike Srbije poraste za više od 15%, (ii) minimalna cena radne snage poraste za više od 10%, i (iii) cene električne energije se uveća za više od 15%.</p> <p><b>4.5.</b> Prethodne odredbe ne isključuju pravo Operatera da traži povećanje cene usluge Odlaganja otpada u skladu sa članom 4.6. Ugovora.</p> <p><b>4.6.</b> Pored toga, Operater ima pravo i obavezu da koriguje Cenu u slučaju izmena važeće zakonske regulative i drugih podzakonskih akata koji se odnose na predmet Ugovora, raspoloživosti i primeni novih tehnologija u sektoru postupanja sa otpadom, novih poreza ili taksi ili povećanja bilo kojih drugih obaveza koje su nametnute Operateru komunalno-sanitarne deponije ili bilo kakve investicije obavezne za rad, a koje mogu rezultirati ozbiljnom izmenom troškova Operatera, pod uslovom da Operater može pokazati da ne može da pokrije svoje troškove naplatom utvrđene cene, pod uslovom da se time ne krše imperativne zakonske odredbe.</p> <p><b>4.7.</b> Klijent se obavezuje da će obezbediti da ukoliko se ispune uslovi predviđeni članom 4.1. Ugovora za povećanje Cene, dati saglasnost na povećanje Cena u skladu sa članom 28 Zakona o komunalnim delatnostima u roku od 30 dana od dana prijema zahteva Operatera.</p>	<p><b>4.1.</b> The price for Waste Disposal is RSD 4.352,60 per ton of Communal Non-Hazardous Waste excluding VAT, possible taxes and other public and fiscal charges, in accordance with the Trust Agreement ("Price").</p> <p><b>4.2.</b> The Price from Article 4.1. the Agreement is variable and will be adjusted and determined quarterly, using the inflation rate measured by the consumer price index published by the Statistical Office of the Republic of Serbia (or any inflation index closest to the said index, if the said index is no longer published).</p> <p><b>4.3.</b> The adjustment of prices will be carried out starting from January 1, 2025, and in the future for all subsequent years of the validity of the contract (including 2025).</p> <p><b>4.4.</b> The operator has the exceptional right to propose an increase in the prices of the Waste Disposal service at any time if (i) the price of oil or gasoline on the market of the Republic of Serbia increases by more than 15%, (ii) the minimum labor price increases by more than 10%, and (iii) electricity prices increase by more than 15%.</p> <p><b>4.5.</b> The previous provisions do not exclude the right of the Operator to request an increase in the price of the Waste Disposal service in accordance with Article 4.6. of the Agreement.</p> <p><b>4.6.</b> In addition, the Operator has the right and obligation to correct the Price in the event of changes to the applicable legislation and other bylaws related to the subject of the Agreement, the availability and application of new technologies in the waste management sector, new taxes or fees or an increase in any other obligations that are imposed on the Operator of communal-sanitary landfills or any investments required for operation, which may result in a serious change in the Operator's costs, provided that the Operator can demonstrate that he cannot cover its costs by charging the established price, provided that this does not violate mandatory legal provisions.</p> <p><b>4.7.</b> The Client undertakes to ensure that if the conditions stipulated in Article 4.1 are met. Agreement on price increase, consent to price increase in accordance with Article 28 of the Law on Utilities within 30 days from the date of receipt of the Operator's request.</p>
<p><b>5. Uslovi plaćanja</b></p> <p><b>5.1.</b> Usluge koje pruža Operater biće fakturisane u skladu sa količinama otpada koji Klijent isporuči tokom određenog vremenskog perioda i u skladu sa dole navedenim tačkama a) i b). Operater će pružene usluge fakturisati Klijentu na sledeći način:</p> <p>a) mesečne zbirne fakture za Usluge Operatera, izdate najkasnije do desetog narednog meseca;</p> <p>ili</p>	<p><b>5. Payment Terms</b></p> <p><b>5.1.</b> The services provided by the Operator will be invoiced in accordance with the quantities of waste delivered by the Client during a certain period of time and in accordance with points a) and b) below. The Operator will invoice the Client for the services provided as follows:</p>

- b) fakture za pojedinačne usluge Operatera, izdate najkasnije u roku od deset dana od dana izvršene usluge.

**5.2.** Svaka faktura (bez obzira na to da li je faktura za pojedinačne usluge ili mesečna zbirna faktura) dospeva u roku od 14 dana od datuma izdavanja iste. Operater je obavezan da fakturu pošalje u roku od 5 dana od datuma navedenog na fakturi.

**5.3.** U slučaju kašnjenja sa plaćanjem, obračunavaće se zakonska zatezna kamata.

## **6. Mesto izvršavanja, radno vreme, merenje**

**6.1.** Operater je saglasan da od Korisnika sa teritorije Klijenta prihvati Komunalni Neopasni otpad, u bilo koje doba u toku radnog vremena Operatera. Klijent će biti unapred obavešten ukoliko Operater promeni radno vreme ili vreme u koje će prihvatiti otpad.

**6.2.** Težina (količina) otpada isporučenog Operateru automatski će se obračunavati kompjuterski uz pomoć kolske vage koja se nalazi na Regionalnoj komunalno-sanitarnoj deponiji „Vrbak“ u Lapovu, ukoliko se strane drugačije ne sporazumeju pismenim putem. Lica koja su u pratnji transporta sa strane Klijenta smatraće se opunomoćenim za predstavljanje Klijenta na taj način da su ovlašćeni za potvrđivanje količine koju Operater odredi, što će za Klijenta biti obavezujuće. Lica koja su opunomoćena od strane Klijenta imaju pravo da u svako doba vrše kontrolu deponovanja otpada.

## **7. Trajanje ugovora, raskid**

**7.1.** Ovaj Ugovor stupa na snagu na dan potpisivanja od strane obe Ugovorne strane i zaključuje se na period od 2 godine počev od Dana stupanja na snagu. Klijent u svakom slučaju ima jednostrano pravo da predloži Operateru produženje roka trajanja Ugovora na dodatni period od dve godine, pismenom izjavom poslatom preporučenom poštom, a koja mora biti dostavljena Operateru najkasnije 12 meseci pre isteka Ugovora. Operater ima pravo odbiti takvo produženje u roku od 4 meseca od dana prijema takve izjave, u suprotnom smatraće se da je istu prihvatio. Klijent ima pravo da traži produžavanje Ugovora sve dok ne istekne period od 25 godina na koji je povereno vršenje komunalne delatnosti Ugovorom o poveravanju, pod uslovom da Klijent ispunjava sve svoje ugovorne obaveze i da redovno daje saglasnost na usklađivanje cena u skladu sa ovim Ugovorom.

**7.2.** Ovaj Ugovor se može raskinuti samo saglasnošću Ugovornih strana ili u slučaju nastupanja nekog od uzroka navedenih u članu 8.

- a) monthly summary invoices for Operator Services, issued no later than the tenth of the following month; or

- b) invoices for individual services of the Operator, issued no later than within ten days from the day of the performed service

**5.2.** Each invoice (regardless of whether it is an invoice for individual services or a monthly summary invoice) is due within 14 days from the date of issue. The operator is obliged to send the invoice within 5 days from the date specified on the invoice.

**5.3.** In case of late payment, statutory default interest will be charged.

## **6. Place of Performance, Service Hours, Weighting**

**6.1.** The Operator agrees to accept Non-hazardous waste from the User from the Client's territory, at any time during the Operator's working hours. The client will be notified in advance if the Operator changes the working hours or the time in which he will accept waste.

**6.2.** The weight (amount) of waste delivered to the Operator will be automatically calculated by computer with the help of a truck scale located at the Regional Communal-Sanitary Landfill "Vrbak" in Lapovo, unless the parties agree otherwise in writing. The persons accompanying the transport on the part of the Client will be considered authorized to represent the Client in such a way that they are authorized to confirm the quantity determined by the Operator, which will be binding for the Client. Persons authorized by the Client have the right to control waste disposal at any time.

## **7. Duration, Early Termination**

**7.1.** This Agreement shall enter into force on the day of signing by both Contracting Parties and shall be concluded for a period of 2 years starting from the Effective Date. In any case, the Client has the unilateral right to propose to the Operator an extension of the Agreement for an additional period of two years, by means of a written statement sent by registered mail, which must be delivered to the Operator no later than 12 months before the expiration of the Agreement. The operator has the right to refuse such an extension within 4 months from the day of receipt of such a statement, otherwise it will be considered that he has accepted it. The Client has the right to request an extension of the Agreement until the end of the 25-year period for which the performance of utility activities is entrusted by the Trust Agreement, provided that the Client fulfills all its contractual obligations and regularly provides consent to the adjustment of the price in accordance with this Agreement.

### **7.3. Operater ima pravo raskida ako:**

- se pravna ili ekonomska situacija promeni na takav način koji izvršenje usluga čini nemogućim ili znatno otežanim za Operatera (Rebus Sic Stantibus);
- Klijent direktno ili indirektno prekrši Zahtev o ekskluzivnosti naveden u članu 2.3. ili 9.3.;
- Klijent ne odobri povećanje cene usluga Odlaganja otpada u skladu sa odredbama ovog Ugovora;
- je Klijent u kašnjenju sa plaćanjem najmanje 60 dana.

Pravo na raskid pre roka mora se sprovesti obaveštavanjem putem preporučenog pisma. Otkazni rok za prevremeni raskid Ugovora je 30 dana.

### **8. Prekid ili odlaganje vršenja usluga od strane Operatera**

**8.1.** Operater ima pravo prekida vršenja usluga (npr. prihvatanja otpada od Klijenta) u bilo koje vreme i bez bilo kakvog obaveštenja unapred u slučaju da se Klijent ne pridržava uslova plaćanja navedenih u ovom Ugovoru. Taj prekid Klijentu ne daje nikakvo pravo naknade štete nastale usled prekida aktivnosti od strane Operatera.

**8.2.** Operater neće biti odgovoran za zakašnjenje u ispunjavanju ili za neispunjavanje obaveza po osnovu ovog Ugovora ukoliko su kašnjenje ili neispunjenje uzrokovani vanrednim događajima ili okolnostima van razumne kontrole Operatera (kao što su prirodne nepogode poput poplava, klizišta, odrona, blata ili lavina, ili politički ili drugi nemiri, ili neispunjenje ne predstavljaju kršenje ovog Ugovora i vreme za ispunjavanje ugovornih obaveza produžiće se za period vremena jednak trajanju takvog događaja ili okolnosti.

### **9. Saradnja**

**9.1.** U slučaju da jedna od strana neopravdano raskine Ugovor oštećena strana ima pravo na stvarno dokazivu štetu.

**9.2.** Klijent neće, direktno ni indirektno putem lica ili poslovanja kontrolisanog od strane Klijenta, dati bilo kojem trećem licu, stranom ili domaćem preduzeću ili poslovanja kontrolisanog od strane Klijenta, dati bilo kojem trećem licu, stranom ili domaćem preduzeću ili licu,

**7.2.** This Agreement may be terminated only with the consent of the Contracting Parties or in the event of the occurrence of one of the causes specified in Article 8.

### **7.3. The Operator has the right to terminate if:**

- the legal or economic situation changes in such a way that makes the execution of services impossible or significantly more difficult for the Operator (Rebus Sic Stantibus);
- The Client directly or indirectly violates the Exclusivity Requirement specified in Article 2.3. or 9.3.;
- The Client does not approve an increase in the price of waste disposal services in accordance with the provisions of this Agreement;
- the Client is in arrears with payment for at least 60 days.

The right of early termination must be exercised by notification by registered letter. The notice period for early termination of the Agreement is 30 days

### **8. Termination or delay in the provision of services by the Operator**

**8.1.** The Operator has the right to terminate the provision of services (e.g., accepting waste from the Client) at any time and without any prior notice in the event that the Client does not comply with the payment terms specified in this Agreement. This interruption does not give the Client any right to compensation for damages caused by the interruption of the activity by the Operator.

**8.2.** The Operator shall not be liable for any delay in performance or failure to perform its obligations under this Agreement if the delay or failure is caused by extraordinary events or circumstances beyond the reasonable control of the Operator (such as natural disasters such as floods, landslides, landslides, mudslides or avalanches, or political or other riots, or periods of declared war or state of emergency of general danger, or due to the onset of infectious diseases). Such delay or default shall not constitute a breach of this Agreement and the time for performance shall be extended for a period of time equal to the duration of such event or circumstance.

### **9. Cooperation**

**9.1.** In the event that one of the parties unjustifiably terminates the Agreement, the injured party has the right to actual provable damage.

**9.2.** The Client will not, directly or indirectly through a person or business controlled by the Client, give any third party, foreign or domestic company or business

svoju saglasnost za bavljenje aktivnostima dodeljenim Operateru po osnovu ovog Ugovora, niti će se sam baviti takvim aktivnostima.

**9.3.** Tokom trajanja ovog Ugovora, Operater će uživati ekskluzivno pravo tretiranja i odlaganja celokupnog Komunalnog Neopasnog otpada na teritoriji Klijenta.

**9.4.** Klijent će bez odlaganja obavestiti Operatera o bilo kojoj očekivanoj promeni sastava ili specifikacija Komunalnog Neopasnog otpada nastalog na teritoriji Klijenta.

## **10. Ugovorna kazna**

**10.1.** Ako Klijent isporuči otpad koji nije u skladu sa specifikacijom ili sastavom definisanim u članu 2.4. ovog Ugovora, Operater ima pravo naplaćivanja ugovorne kazne u iznosu od 30 EUR/toni takvog otpada koji je Klijent isporučio.

**10.2.** Odredba sadržana u prethodnom stavu ovog Ugovora nema nikakvog uticaja na neograničeno pravo Operatera na nadoknadu štete i gubitka / izgubljene dobiti uzrokovanih Klijentovim isporučivanjem otpada koji nije u skladu sa specifikacijom ili sastavom definisanim u članu 2.4. ovog Ugovora. Takva naknada štete može premašiti iznos gore navedene ugovorne kazne.

## **11. Završne odredbe**

**11.1.** Ugovorne strane ovim izjavljuju da su pažljivo pročitale Ugovor pre potpisivanja istog i da su sa sadržajem istog saglasne svojevolejno, ozbiljno, jasno i sa razumevanjem.

**11.2.** U slučaju spora na osnovu ovog Ugovora, Ugovorne strane će nastojati da reše sporazumno. Pokušaj sporazumnog rešavanja spora smatraće se neuspehim od trenutka kada jedna Ugovorna strana u tom smislu pismenim putem obavesti drugu Ugovornu stranu.

**11.3.** U slučaju da zaključivanje ovog Ugovora podleže porezima ili dažbinama, Ugovorne strane će navedene troškove snositi u jednakim delovima. Međutim, svaka Ugovorna strana snosi sopstvene troškove pravnih ili drugih savetnika.

**11.4.** U slučaju da neka odredba ovog Ugovora jeste ili postane u celosti ili delom nevažeća ili neizvršiva, ta se odredba neće primenjivati. To neće imati uticaja na pravosnažnost ili izvršivost preostalih odredbi. U tom slučaju, nevažeća ili neizvršiva odredba će automatski biti zamenjena odredbom koja najviše odgovara sadržaju i svrsi nevažeće ili neizvršive odredbe kao i nameri Ugovorna strana.

controlled by the Client, give any third party, foreign or domestic company or person, its consent to engage in activities assigned to the Operator on the basis of this Agreement, nor will he engage in such activities himself.

**9.3.** During the term of this Agreement, the Operator will enjoy the exclusive right to treat and dispose Of all Non-Hazardous Waste on the Client's territory.

**9.4.** The Client shall immediately notify the Operator of any expected change in composition or specification of communal non-hazardous waste generated on the Client's territory.

## **10. Contractual Penalty**

**10.1.** If the Client provides waste that does not meet the specification or composition as defined in Article 2.4. of this Agreement, the Operator has the right to charge a contractual penalty in the amount of 30 EUR/ton of such waste supplied by the Client.

**10.2.** The provision of the preceding paragraph has no effect on the unlimited right of the Operator for compensation of damage and losses/lost profit caused by supply of waste that does not meet the specification or composition as defined in Art. 2.4. here of by the Client. Such damage compensation may even exceed the amount of the abovementioned contractual penalty.

## **11. Final Provisions**

**11.1.** Both Parties hereby declare that they have carefully read the Agreement before signing it and that they agree with its contents voluntarily, seriously, clearly and with understanding.

**11.2.** In case of a dispute based on this Agreement, the Parties shall endeavor to resolve it amicably. An attempt to amicably resolve the dispute shall be considered unsuccessful from the moment one Party notifies the other Party in writing to that effect.

**11.3.** In case of the conclusion of this Agreement is subject to taxes or duties, the Parties shall bear the said costs in equal parts. However, each Party shall bear its own costs of legal or other counsel.

**11.4.** In case of any provision of this Agreement is or becomes wholly or partially invalid or unenforceable, that provision shall not apply. This will not affect the validity or enforceability of the remaining provisions. In that case, the invalid or unenforceable provision will be automatically replaced by the provision that best matches the content and purpose of the invalid or unenforceable provision as well as the names of the Parties.



**11.5.** Ugovorne strane prihvataju da u skladu sa primenjivim zakonima i propisima neke od odredbi, zahteva i obaveza sadržanih u ovom Ugovoru možda trenutno nije moguće izvršavati. Ugovorna strane se shodno tome obavezuju da će takve odredbe izvršiti i zahteve i obaveze ispuniti čim to bude omogućeno budućim izmenama primenjivih zakona i propisa.

**11.6.** Sve izmene i dopune ovog Ugovora (uključujući i ovog člana kojim se ovaj formalni zahtev postavlja) moraju se vršiti pisanim putem.

**11.7.** Na sva druga pitanja koja nisu posebno regulisana ovim Ugovorom shodno će se u celosti primenjivati odredbe ovog Ugovora i važeći zakonski i podzakonski akti Republike Srbije.

**11.8.** Ovaj Ugovor je sačinjen u dva istovetna primerka, od kojih svaka Ugovorna strana zadržava po jedan.

U Rači, dana 14.08.2025. godine.

**Za Klijenta / For Client**

\_\_\_\_\_  
Branko Radosavljević  
Predsenik opštine / Mayor of the Municipality

**Za Operatera / For Operator**

\_\_\_\_\_  
Amir Mujezinović  
Direktor / Director

\_\_\_\_\_  
Anđelka Marković Milin  
Ostali zastupnik / Other representative

**11.5.** The parties accept that, in accordance with applicable laws and regulations, some of the provisions, requirements and obligations contained in this Agreement may not currently be enforceable. Accordingly, the parties undertake to implement such provisions and to fulfill the requirements and obligations as soon as possible by future changes to applicable laws and regulations.

**11.6.** All amendments and additions to this Agreement (including this article that makes this formal request) must be made in writing.

**11.7.** The provisions of this Trust Agreement and the applicable legislation of the Republic of Serbia shall be applied in full to all other issues that are not specifically regulated by this Agreement.

**11.8.** This Agreement is drawn up in four identical copies, of which each Party retains two.

In Rača, 14.08.2025.

