

**UGOVORA O SAKUPLJANJU
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

DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU FCC VRBAK LAPOVO, sa registrovanim sedištem na adresi Kraljice Marije bb, 34220 Lapovo, matični broj: 20338369; PIB: 105259855, 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 sakupljanju otpada otpada na 5 godina, zaveden kod Klijenta pod brojem 352-149 od 14.07.2009. godine, a kod Operatera pod brojem 190/09 od 16.07.2009., Aneks I zaveden kod Klijenta pod brojem 352-151 od 14.07.2009. godine, a kod Operatera pod brojem 192/09 od 16.07.2009. godine, Aneks II zaveden kod Klijenta pod brojem 352-05 od 30.01.2012. godine, a kod Operatera pod brojem 041/012 od 31.01.2012. godine, Aneks III zaveden

**COMMUNAL NON-HAZARDOUS WASTE
COLLECTION AGREEMENT**

Made in Rača 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

DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU FCC VRBAK LAPOVO, based in Kraljice Marije bb, 34220 Lapovo, company ID number: 20338369; TIN: 105259855, represented by Amir Mujezinović, director, and Anđelka Marković Milin, other representatives, (hereinafter: „**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 Agreement on Entrustment of Communal Activities to a Strategic Partner for a period of 25 years was executed on January 31th, 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 regulate the rights and obligations of the Parties and the stages of treatment during the validity period.

In accordance on the basic Agreement, special, accessory Agreement were concluded for waste collection in five years, filed by the Client under No. 352-149 dated on July 14th 2009, and by the Operator under the number 190/09 dated on July 16th, 2009, Annex I filed by the Client under the number 352/151 dated on July 14th, 2009 and by the Operator under the number 192/09 dated on July 16th, 2009, Annex II filed by the Client under the number 352-05 dated on January 30th, 2012, and

kod Klijenta pod brojem 352-75 od 06.10.2014. a kod Operatera pod brojem 2318/014 od 21.10.2014. godine, Aneks IV zaveden kod Klijenta pod brojem 352-83/2019-III-01 od 04.11.2019. godine, a kod Operatera pod brojem 1109-1 od 16.07.2019. godine, Aneks V zaveden kod Klijenta pod brojem 020-80/2020-I-01 od 16.10.2020. godine, a kod Operatera pod brojem 794-1/020 od 16.07.2020. godine, Aneks VI zaveden kod Klijenta pod brojem 020-90/21-I-01 od 21.07.2021. godine, a kod Operatera pod brojem 736/021 od 23.07.2021. godine i Ugovor o sakupljanju komunalnog otpada zaveden kod Klijenta pod brojem 352-135/22-III-01 od 07.11.2022. godine, a kod Operatera pod brojem 1217 od 02.11.2022. godine.

Ugovorne strane konstatuju da je Ugovor o sakupljanju komunalnog 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 sakupljanju komunalnog otpada, a u skladu sa Zakonom o komunalnim delatnostima.

Ugovor o sakupljanju 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. Sakupljanje otpada koji nije opasan podrazumeva prikupljanje otpada od trećih lica od strane pravnog ili fizičkog lica ovlašćenog za te poslove u svrhu njegovog isporučivanja na reciklažu ili odlaganje.

1.3. Klijent poverava Operateru obavljanje komunalne delatnosti upravljanja komunalnim neopasnim otpadom, kako je taj pojam definisan Pravilnikom o kategorijama, ispitivanju i klasifikaciji otpada ("Službeni glasnik" br. 56/2010, 93/2019, 39/2021 i 65/2024) („u daljem tekstu „**Komunalni otpad**“).

by the Operator under the number 041/012 dated on January 31th, 2012, Annex III filed by the Client under the number 352-75 dated on October 06th,2014 and by the Operator under the number 2318/014 dated on October 21th, Annex IV filed by the Client under the number 352-83/2019-III-01 dated on November 04th,2019, and by the Operator under the number 1109-1 dated on July 16th,2019, Annex V filed by the Client under the number 020-80/2020-I-01 dated on October 16th, 2020, and by the Operator under the number 794-1/020 dated on July 16th, 2020, Annex VI filed by the Client under the number 020-90/21-I-01 dated on July 21th, 2021, and by Operator under the number 736/021 dated on July 23th 2021 and Communal waste collection Agreement filed with Client under number 352-135/22-III-01 dated Novembar 7, 2022, and with Operator under number 1217 from Novembar 2, 2022.

Parties state that Communal waste collection Agreement expired on November 01st, 2024, and that after the expiration of the Agreement, the provision of services in the territory of the municipality of Rača continued until the conclusion of this Agreement on the collection of communal waste, and in accordance with the Law on communal activities.

Communal Non-hazardous Waste Collection 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.Collection of non-hazardous waste means concentration of waste from third parties by a legal entity or natural person authorized to do business for the purpose of its delivery fo further recycling or disposal.

1.3.The Client entrusts the Operator with the performance of communal non-hazardous 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: „**Communal Waste**“).

1.4. 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.

2. Predmet Ugovora

2.1. Predmet ovog Ugovora jeste regulisanje ugovornih odnosa povodom sakupljanja Komunalnog neopasnog otpada, u skladu sa važećom zakonskom regulativom sakupljanja Komunalnog neopasnog otpada od fizičkih i pravnih lica, privrednih i industrijskih klijenata i drugih institucija (u daljem tekstu: „**Korisnici**”), na teritoriji Klijenta od strane Operatera.

2.2. Operater će vršiti sakupljanje Komunalnog neopasnog otpada u opštini Rača i to u centru Rače i mesnim zajednicama u kojima živi najmanje 9.638 stanovnika.

2.3. Ovaj Ugovor se ne odnosi na sakupljanje i dalju manipulaciju PET ambalažom u opštini Rača.

2.4. Tačna teritorija na kojoj će Operater vršiti sakupljanje Komunalnog neopasnog otpada na teritoriji opštine Rača biće definisana u **Prilogu 2** ovog Ugovora, i biće uređena Programom koji donosi Operater uz saglasnost Klijenta.

2.5. Tačna teritorija i vremenski period u kome će se ustanoviti sakupljanje Komunalnog neopasnog otpada u ostalim mesnim zajednicama i delovima mesnih zajednica pod uslovom da predstavljaju celinu, gde se do sada ova usluga nije vršila biće naknadno dogovoren između dve strane i definisan posebnim Protokolom koji će biti sastavni deo ovog Ugovora kao **Prilog 3** Ugovora.

3. Način obavljanja sakupljanja Komunalnog neopasnog otpada

1.4. 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.

2. Subject of Agreement

2.1. The subject of this Agreement is the regulation of contractual relations regarding the collection of communal non-hazardous waste, in accordance with the applicable legal regulations for the collection of communal non-hazardous waste from natural and legal persons, commercial and industrial clients and other institutions (hereinafter: „**Users**”), on the territory of the Client by the Operator.

2.2. The operator will collect Communal non-hazardous waste in the municipality of Rača, in the center of Rača and local communities where at least 9,638 inhabitants live.

2.3. This Agreement is not related to the collection and further manipulation of PET packaging in the Municipality of Rača.

2.4. The exact territory where the Operator will collect Communal non-hazardous waste in the territory of the municipality Rača will be defined in **Attachment 2** of this Agreement, and will be governed by the Program adopted by the Operator with the consent of the Client.

2.5. Exact territory and time period within will be launch operation on collection of Communal non-hazardous waste on the territory of all municipality in the urban settlements and parts of those settlements which are made the entirety where this service doesn't now, will be agreed between parties afterwards, and defined a separate Protocol that will be an integral part of this Agreement as **Attachment 3** of the Agreement.

3. Manner of the Communal non-hazardous waste collection

3.1. U svrhu sakupljanja Komunalnog neopasnog otpada, Operater će ustanoviti i koristiti odgovarajući sistem za sakupljanje i transport otpada.

3.2. Operater garantuje da će kontinuirano pružati usluge u pogledu sakupljanja Komunalnog neopasnog otpada, i da će u tu svrhu s vremena na vreme, ako to bude potrebno, obnavljati svoju opremu (uključujući kontejnere za sakupljanje) koji su ishabani i istrošeni usled redovne istrošenost. Ovime se pojašnjava da Operater neće biti obavezan da zameni onu opremu koja je uništena usled radnji i ponašanja trećih lica i stanovnika koji žive na teritoriji Klijenta.

3.3. Za domaćinstva koja se nalaze izvan naseljenih mesta kao i za naseljena mesta, moraju se obezbediti kontejneri zapremine koja odgovora učestalosti pražnjenja.

3.4. Za Komunalni neopasni otpad od privrednih subjekata i državnih institucija, kontejneri se moraju obezbediti i prazniti od slučaja do slučaja prema posebno utvrđenoj dinamici.

3.5. Operater će u skladu sa zahtevima Klijenta organizovati jesenje i prolećne akcije sakupljanja kabastog otpada, prema cenovniku za sakupljanje otpada (kako je definisano u članu 4.1), u trenutku vršenja usluge. Klijent se obavezuje da plati ovu uslugu.

4. Cene

4.1. Cena sakupljanja Komunalnog neopasnog otpada je utvrđena prema cenovniku koji se nalazi u **Prilogu 1** ovog Ugovora i njegov je sastavni deo (u daljem tekstu: „**Cenovnik**“), a koji će Operater kvartalno usaglašavati primenom stope indeksa potrošačkih cena koju objavljuje Zavod za statistiku Republike Srbije. (ili bilo koji indeks inflacije najbliži navedenom indeksu, ukoliko se navedeni indeks više ne objavljuje).

4.2. Usklađivanje cena vršiće se počev od 1. januara 2026. godine, pa ubuduće za sve naredne godine važenja ugovora (uključujući i 2026. godinu).

3.1. For purpose of the Communal non-hazardous waste collection, the Operator will establish and operate a suitable waste collection and transport system.

3.2. The Operator guarantees that it will continuously provide services regarding the collection of Communal non-hazardous waste, and that for this purpose it will from time to time, if necessary, renew its equipment (including collection containers)

That are worn and worn due to regular wear and tear. It is hereby clarified that the Operator will not be obliged to replace the equipment that was destroyed due to the actions and behavior of third parties and inhabitants living in the territory of Client.

3.3. For households located outside the urban settlements as well as for urban settlements, containers with a volume depended on a reasonable frequency of emptying must be provided.

3.4. For Communal non-hazardous waste of legal entities, entrepreneurs or other institutions, containers must be provided and emptied as required on case-to-case basis.

3.5. Operator will upon the requests of municipality organize spring and autumn action of collection of bulky waste, in accordance with the price list of collection (as defined in the art. 4.1.) on the moment of providing the service. The Client will pay for this service.

4. Prices

4.1. The price of Communal non-hazardous waste collection is determined according to the price list found in **Attachment 1** of this Agreement and is an integral part of it (hereinafter: „**Pricelist**“), which the Operator will adjust quarterly by applying the consumer price index rate published by the Statistical Office of the Republic of Serbia (or any inflation index closest to the specified index, if the specified index is no longer published).

4.2. The adjustment of prices will be carried out starting from January 1th, 2026, and in the future for all subsequent years of the validity of the Agreement (including 2026.)

4.3. Operater ima pravo izuzetno da predloži dodatno povećanje cena usluge sakupljanja Komunalnog neopasnog 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%.

4.4. Klijent ima pravo izuzetno da predloži umanjenje uvećanih cena usluge sakupljanja Komunalnog neopasnog otpada po prethodno navedenim osnovama, ukoliko dođe do pada (i) cena nafte ili benzina na tržištu Republike Srbije za više od 15%, (ii) minimalne cene radne snage za više od 10%, (iii) cene električne energije za više od 15%.

4.5. Prethodne odredbe ne isključuju pravo Operatera da traži povećanje cene usluge sakupljanja Komunalnog neopasnog otpada u skladu sa članom 4.6. Ugovora.

4.6. Operater ima pravo i obavezu da koriguje cene iskazane u Cenovniku u slučaju izmena važećih zakona i podzakonskih akata koji uređuju oblast sakupljanja Komunalnog neopasnog otpada, u slučaju raspoloživosti i primene novih tehnologija u sektoru postupanja sa otpadom, novih poreza ili taksi ili povećanja bilo kojih drugih obaveza po osnovu javnih prihoda koje su nametnute Operateru. Takođe, u slučaju povećanja cena koje se odnose na održavanje komunalno-sanitarne deponije ili bilo kakvih investicija neophodnih za rad, a koje mogu rezultirati ozbiljnim povećanjem troškova Operatera. Sve navedeno pod uslovom da Operater može pokazati da ne može da pokrije svoje troškove naplatom već utvrđene cene iz Cenovnika, i pod uslovom da se time ne krše imperativne zakonske odredbe.

4.7. Klijent se obavezuje da će obezbediti da ukoliko se ispune uslovi predviđeni članovima 4.1. – 4.5. za povećanje cena komunalnih usluga, dati saglasnost na povećanje cena u skladu sa članom 28 Zakona o komunalnim delatnostima u roku od 30 dana od dana prijema zahteva Operatora.

5. Način naplate cene i druge odredbe

4.3. The Operator has the exceptional right to propose an additional price increase for the Communal non-hazardous waste collection 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%.

4.4. The Client has exceptional right to propose a reduction of the increased prices of the Communal non-hazardous waste collection service on the aforementioned grounds, if there is a drop in (i) the price of oil or gasoline on the market of the Republic of Serbia by more than 15%, (ii) the minimum labor price by more than 10%, (iii) electricity prices by more than 15%.

4.5. The previous provisions do not exclude the right of the Operator to request an increase in the price of the Communal non-hazardous waste collection service in accordance with Art. 4.6. of the Agreement.

4.6. The Operator has the right and obligation to use the prices shown in the Pricelist in the event of changes to the applicable laws and by-laws that regulate the field of Communal non-hazardous waste collection, in the event of the availability and application of new technologies in the waste management sector, new taxes or fees or the increase of any other obligations under basis of public revenues imposed on the Operator. Also, in the case of price increases related to the maintenance of communal – sanitary landfills or any what kind of investments are necessary for work, and which can result in a serious increase in the costs of the Operator. All of the above provided that the Operator can demonstrate that he cannot cover his costs by charging the already established price from the Pricelist, and provided that this does not violate mandatory legal provisions.

4.7. The Client undertakes to ensure that if the conditions stipulated in articles 4.1 are met. - 4.5. to increase the prices of utility services, give consent to the 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.

5. Payment Terms and other provisions

5.1. Operater će svoje usluge naplaćivati putem mesečnih faktura koje korisnicima usluga direktno izdaje Operater i naplaćuje direktno od svojih korisnika usluga, u koju svrhu je Klijent već doneo posebnu odluku Skupštine opštine koja je predvidela takav način sakupljanja i naplaćivanja.

5.2. Svaka faktura dospeva u roku od 15 dana (za građane) ili 8 dana (za preduzetnike ili druge institucije) od datuma izdavanja iste. Operater je obavezan da fakturu pošalje u roku od 5 dana od datuma navedenog u fakturi.

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

5.4. Klijent se obavezuje da daje podršku Operateru uz ulaganje svojih najboljih napora, da se izvrši plaćanje obaveza za sakupljanje Komunalnog neopasnog otpada od strane korisnika usluga. Ova obaveza Klijenta podrazumeva dostavu svih odgovarajućih podataka za potrebe obračunavanja cene (broj lica uključujući i broj lica sa legitimnim pravom na umanjenu cenu po pravosnažnom rešenju nadležnog organa, teritorijalne podatke o privrednim i industrijskim preduzećima, radnjama, preduzetnicima i drugim pravnim licima i institucijama), koji se moraju mesečno ažurirati. Takođe Klijent se obavezuje da upotrebi svoju kontrolu nad bilo kojim komunalnim preduzećem pod njenom kontrolom, na način da se pruži sva neophodna podrška takvom komunalnom preduzeću da bi se sproveda gore navedena obaveza plaćanja.

5.5. Svaka druga odluka Klijenta kojom se uređuju uslovi i način organizovanja i obavljanja delatnosti održavanja čistoće i održavanja deponija na teritoriji Klijenta, pa samim tim i uslovi i način sakupljanja Komunalnog otpada i naplaćivanja u svemu mora biti u saglasnosti sa odredbama ovog Ugovora i Ugovora o poveravanju, a naročito ne sme na bilo koji način umanjivati ili ograničavati prava Operatera stečena po osnovu ovih Ugovora.

6. Trajanje ugovora, raskid

6.1. Ovaj Ugovor stupa na snagu na dan potpisivanja od strane obe Ugovorne strane i zaključuje se na period od 2 (dve) godine počev od

5.1. Payments for the Services to be provided by the Operator will be invoiced through monthly invoices issued directly by the Operator and paid directly by the Users of the services to the Operator, for which purpose the Client has already adopted a special decision of the Municipal Assembly which provided for such a method of collection and collection.

5.2. Each invoice is due within 15 days (for citizens) or 8 days (for entrepreneurs or other institutions) from the date of issue. The Operator is obliged to send the invoice within 5 days from the data specified in the invoice.

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

5.4. The Client undertakes to provide support to the Operator with the investment of his best efforts, to make the payment of obligations for the collection of Communal non-hazardous waste by the users of the services. This obligation of the Client implies the delivery of all appropriate data for the purposes of calculating the price (number of persons including the number of persons with a legitimate right to a reduced price according to the final decision of the competent authority, territorial data on economic and industrial enterprises, shops, entrepreneurs and other legal entities and institutions), which must be updated monthly. Also, the Client undertakes to use its control over any utility company under its control, in such a way as to provide all necessary support to such utility company to realize the stated obligation to pay.

5.5. Any other decision of the Client, which regulates the conditions and method of organizing and performing the activity of maintain cleanliness and maintenance of landfills on the territory of the Client, and therefore the conditions and method of collecting communal waste and charging must be in accordance with the provisions of this Agreement and the Trust Agreement, and in especially must not in any way reduce or limit the Operators rights acquired on the basis of these Agreements.

6. Duration, Early Termination

6.1. This Agreement shall enter into force on the day of signing by both Contracting Parties and shall be concluded for a period of 2 (two) years starting

Dana stupanja na snagu. 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 zaključivanjem Aneksa Ugovora i to tri meseca pre isteka važećeg Ugovora, a pod uslovom da Klijent ispunjava sve svoje ugovorne obaveze i da redovno daje saglsnost na usklađivanje cena u skladu sa ovim Ugovorom.

6.2. Ovaj Ugovor se može raskinuti samo saglasnošću Ugovornih strana ili u slučaju nastupanja nekog od uzroka navedenih u članu 6.3.

6.3. 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 obavezu ekskluzivnosti naveden u članu 8.2.;
- klijent propusti da se, na obrazloženi zahtev Operatera za davanje saglasnosti na promenu cene komunalnih usluga koji sadrži razloge za promenu te cene predviđene ovim Ugovorom, odlukom saglasi sa promenom cene komunalnih usluga i to u roku od 30 dana;
- korisnik na teritoriji Klijenata kasni sa plaćanjem najmanje 60 dana ili uopšte ne plaća usluge.

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

6.4. U slučaju da neka od Ugovornih strana neopravdano raskine ugovor, druga Ugovorna strana ima pravo na naknadu stvarno pretrpljene štete.

7. Prekid ili odlaganje vršenja usluga od strane Operatera

7.1. Operater neće biti odgovoran za zakašnjenje u ispunjavanju ili za neispunjavanje obaveza po osnovu ovog Ugovora ukoliko su kašnjenje ili

from the Effective Date. The Client has the right to request an extension of the Agreement until the 25-year period for which the performance of utility activities is entrusted by the Trust Agreement by concluding the Annex to the Agreement expires, three months before the expiration of the valid Agreement, on the condition that the Client fulfills all its contractual obligations and regularly gives consent to the adjustment of prices in accordance with this Agreement.

6.2. This Agreement may be terminated only with the consent of the Parties or in the event of the occurrence of one of the causes specified in Article 6.3.

6.3. 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 obligation of exclusivity specified in Article 8.2.;
- the client fails to, upon the Operator's reasoned request for consent to the change in the price of utility services, which contains the reasons for the change in the price provided for in this Agreement, agree to the change in the price of utility services within 30 days;
- the user in the Client's territory is late with payment for at least 60 days or does not pay for services at all.

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

6.4. In case that some of the Parties terminates without justification this Agreement, the other party has the right to compensation for the actual damage suffered.

7. Termination or delay in the provision of services by the Operator

7.1. The Operator shall not be liable for any delay in performance or non-performance of obligations under this Agreement if the delay or non-

neispunjenje uzrokovani vanrednim događajima ili okolnostima van kontrole Operatera (kao što su prirodne nepogode poput poplava, klizišta, odrona blata ili lavina, ili politički i drugi nemiri, ili period proglašenog ratnog ili vanrednog stanja opšte opasnosti). Takvo kašnjenje ili neispunjenje ne predstavljaju kršenje ovog Ugovora i vreme za ispunjavanje ugovornih obaveza pružiće se za period vremena jednak trajanju takvog događaja i okolnosti.

8. Saradnja

8.1. Klijent neće, direktno, niti indirektno putem lica ili poslovanja kontrolisanog od strane Klijenta dati bilo kojem trećem licu, bilo stranom ili domaćem preduzeću ili licu, svoju saglasnost za bavljenje aktivnostima dodeljenim Operateru po osnovu ovog Ugovora, niti će se sam baviti takvim aktivnostima.

8.2. Tokom trajanja ovog Ugovora, Operater će uživati ekskluzivno pravo tretiranja i odlaganja celokupnog Komunalnog otpada, a koji se sakuplja od fizičkih, pravnih lica, preduzetnika, radnji, privrednih i industrijskih klijenata i drugih institucija, uključujući i kabastog otpada nastalog na teritoriji Klijenta.

9. Završne odredbe

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

9.2. Uprkos bilo kakvim suprotnim imperativnim zakonskim odredbama, ovaj Ugovor će biti regulisan zakonima Republike Srbije.

9.3. 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.

9.4. 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.

performance is caused by extraordinary events or circumstances beyond the control of the Operator (such as natural disasters such as floods, landslides, mudslides or avalanches, or political and other disturbances, or the period of a declared state of war or emergency of general danger). Such delay or non-fulfilment shall not constitute a breach of this Agreement and time for the fulfillment of contractual obligations shall be provided for a period equal to the duration of such event and circumstance.

8. Cooperation

8.1. The Client will not, directly or indirectly through a person or business controlled by the Client, give any third party, whether foreign or domestic company or person, its consent to engage in the activities assigned to the Operator based on this Agreement, nor will it engage in such activities itself.

8.2. During the term of this Agreement, the Operator will enjoy the exclusive right to treat and dispose of all municipal waste collected from individuals, legal entities, entrepreneurs, labor, business and industrial clients and other institutions, including bulky waste generated on the Client's territory.

9. Final Provisions

9.1. The 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.

9.2. Notwithstanding any mandatory statutory provisions to the contrary, this Agreement shall be governed by the laws of the Republic of Serbia.

9.3. 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.

9.4. 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.

<p>9.5. U slučaju da neka od odredbi 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 Ugovornih strana.</p> <p>9.6. 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. Ugovorne 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.</p> <p>9.7. Sve izmene i dopune ovog Ugovora (uključujući i ovog člana kojim se ovaj formalni zahtev postavlja) moraju se vršiti pisanim putem.</p> <p>9.8. Na sva druga pitanja koja nisu posebno regulisana ovim Ugovorom shodno će se u celosti primenjivati odredbe ovog Ugovora o poveravanju i važeće zakonske regulative Republike Srbije.</p> <p>9.9. Ovaj Ugovor je sačinjen u četiri istovetna primerka, od kojih svaka Ugovorna strana zadržava po dva.</p> <p>U Rači, dana 14.08.2025. godine</p> <p>Opština Rača (Za Klijenta / For Client)</p> <p>_____ Branko Radosavljević Predsenik opštine / Mayor of the Municipality</p> <p>FCC VRBAK DOO LAPOVO (Za Operatera / For Operator)</p> <p>_____ Amir Mujezinović Direktor / Director</p> <p>_____ Anđelka Marković Milin Ostali zastupnik / Other representative</p>	<p>9.5. 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.</p> <p>9.6. 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 the applicable laws and regulations.</p> <p>9.7. All amendments and additions to this Agreement (including this article that makes this formal request) must be made in writing.</p> <p>9.8. 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.</p> <p>9.9. This Agreement is drawn up in four identical copies, of which each Party retains two.</p> <p>In Rača, 14.08.2025.</p>
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