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19.03.2008
LAPOVO

**UGOVOR O ODLAGANJU
NEOPASNOG OTPADA**

Zaključen u Lapovu dana 18.03.2008
godine između

Opština Lapovo koju predstavlja
Predsednik Opštine Dragan Zlatković (u
daljem tekstu „Klijent“),

i

Privrednog društva .A.S.A. EKO d.o.o. iz
Beograda, ul. Kapetana Zavišića 4, upisano
u Registar privrednih subjekata koji se vodi
pri Agenciji za privredne registre Republike
Srbije pod matičnim brojem 20147326, PIB
104328845, koje zastupa generalni direktor
Karel Prochazka (u daljem tekstu
„Operater“).

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

Preambula

POŠTO JE dana 31.1.2007. godine
zaključen Ugovor o poveravanju komunalnih
delatnosti strateškom partneru na period od
25 godina između VRBAK d.o.o. (koga
predstavljaju opštine Batočina, Despotovac,
Lapovo, Rača i Velika Plana) i .A.S.A.
International Environmental Services
GmbH, Austrija (u daljem tekstu: Ugovor o
poveravanju), kojim je VRBAK d.o.o.
privrednom društvu .A.S.A. International
Environmental Services GmbH, Austrija
poverila obavljanje komunalnih delatnosti
preko zajedničkog preduzeća koje će biti

**NON-DANGEROUS WASTE
DISPOSAL AGREEMENT**

Executed in Lapovo on 18.03.2008 by and
between

The Municipality of Lapovo, represented
by the Mayor of the Municipality of Dragan
Zlatković (hereinafter referred to as the
“Client”),

and

The company .A.S.A. EKO d.o.o. from
Belgrade, Kapetana Zavišića 4 street,
inscribed in Company register at Agency for
Commercial registers of the Republic of
Serbia under register no 20147326, TID
104328845, represented by the general
manager Mr. Karel Prochazka (hereinafter
referred to as the “Operator”).

The Client and the Operator, hereinafter
jointly referred to as the “Parties” to 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 31th, 2007
between VRBAK d.o.o. (representing
municipalities of Batocina, Despotovac,
Lapovo, Raca and Velika Plana) and A.S.A.
International Environmental Services GmbH
(hereinafter: the Entrustment Agreement) by
which VRBAK d.o.o. has entrusted to
.A.S.A. International Environmental
Services GmbH engagement in the
communal activities through the joint

osnovano u skladu sa Ugovorom o poveravanju a preko ćerke kompanije .A.S.A. International Environmental Services GmbH, Austrija (.A.S.A. EKO d.o.o.).

KAKO je Ugovorom o poveravanju predviđeno ćerka kompanije .A.S.A. International Environmental Services GmbH's će sprovesti projekat regionalne deponije i Centra za sakupljanje otpada u Lapovu.

Ugovorne strane, postupajući u svemu u skladu sa napred navedenim a naročito u imajuću u vidu član I. Ugovora o poveravanju zaključuju ovaj:

Ugovor o odlaganju neopasnog otpada

1. Opšte odredbe

Na osnovu delatnosti registrovane u Privrednom registru, Operater je ovlašćen za poslovanje u oblasti upravljanja otpadom.

Neopasan otpad jeste otpad koji nema karakteristike opasnog otpada.

Klijent poverava Operateru obavljanje komunalnih delatnosti deponovanja otpada.

2. Predmet Ugovora

2.1. Predmet ovog Ugovora jeste zakonito tretiranje i odlaganje otpada definisanog u

venture that shall be founded in accordance to the Entrustment Agreement and through .A.S.A. International Environmental Services GmbH's daughter company (i.e. .A.S.A. EKO d.o.o.).

WHEREAS the Entrustment Agreement stipulates that .A.S.A. International Environmental Services GmbH's daughter company perform operation of the regional landfill and the Waste Management Centre in Lapovo.

Parties to the Agreement, acting in accordance to the abovementioned, and particularly taking into the consideration Article I. of the Entrustment Agreement execute this:

Non-dangerous Waste Disposal Agreement

1. General Provisions

On the basis of the business activity specification in the Commercial Register, the Operator is authorised for business in the area of waste management.

Non-dangerous waste means waste which does not have characteristic of dangerous waste.

The Client entrusted the Operator with engagement in the communal activities like disposal of municipal waste.

2. Subject of Agreement

2.1. The subject of this Agreement is the lawful treatment and disposal of waste as

članu 2.4 ovog Ugovora u Centru za upravljanje otpadom i komunalno-sanitarnoj deponiji, kojima rukovodi Operater u skladu sa odredbama i uslovima definisanim u daljem tekstu.

2.2. Operater je saglasan da preuzme i prihvati sav otpad definisan u članu 2.4 ovog Ugovora od Klijenta, u skladu sa odredbama i uslovima ovog Ugovora navedenim u članu 2.4 kao i da u skladu sa važećom zakonskom regulativom odlaže otpad na komunalno-sanitarnoj deponiji kojom rukovodi Operater u Lapovu.

2.3. Klijent je saglasan da ekskluzivno isporučuje Operateru sav otpad definisan u članu 2.4 ovog Ugovora koji nastaje na teritoriji Klijenta – Opštine Lapovo kao i da plati naknadu navedenu u članu 4.1 ovog Ugovora za tretiranje i odlaganje otpada.

2.4. Operater će preuzeti radi tretiranja sav komunalni otpad (npr. kućni otpad i otpad sličan kućnom otpadu a proizveden je od strane pravnih lica, preduzetnika ili drugih institucija, selektovan otpad, kabasti otpad, otpadno zelenilo i ulični otpad) i drugi otpad koji je po primenljivom zakonu moguće deponovati na deponiji u Lapovu kojom rukovodi Operater a koji nastaje na teritoriji Klijenta (u daljem tekstu „Otpad“).

2.5. Klijent garantuje da će osigurati isporučivanje svih vrsta otpada nastalog na teritoriji njegove opštine, Operaterovom Centru za upravljanje otpadom i komunalno-sanitarnom deponijom, koji se nalaze u Lapovu, donošenjem odgovarajućih imperativnih zakona, propisa ili ukaza u skladu sa Ustavnim i Zakonskim

defined in s. 2.4 hereof on the Waste Management Center and landfill operated by the Operator under the terms and conditions specified below.

2.2. The Operator hereby agrees to take over and accept all waste as defined in s. 2.4 from the Client under the terms and conditions hereof specified in s. 2.4 and to dispose of the waste in accordance with the applicable laws at the landfill operated by the Operator in Lapovo.

2.3. The Client hereby agrees to exclusively deliver all waste as defined in s. 2.4 hereof accruing in the municipal area of the Client Municipality of Lapovo to the Operator and to pay the fee as stipulated in s. 4.1 hereof for treatment and disposal of this waste.

2.4. The Operator shall take over for treatment all municipal waste (i.e. household waste and waste that is similar to household waste and is produced by legal entities, entrepreneurs or other institutions, separated waste, bulky waste, green waste and street waste) and other waste which is according to applicable legislation able to be disposed on the landfill operated by the Operator in Lapovo which accrues within the municipal area of the Client (in the following "Waste").

2.5. The Client warrants to ensure the delivery of any kind of waste accruing in its municipal area to the Operator's Waste Management Center and landfill situated in Lapovo by means of passing corresponding mandatory laws, regulations or decrees within the constitutional and legal framework.

ovlašćenjima.

3. Način obavljanja delatnosti odlaganja

3.1. Operater će vršiti tretiranje i odlaganje otpada definisanog u članu 2.4 ovog Ugovora u skladu sa važećom Zakonskom regulativom. Operater može angažovati treće lice u svojstvu podizvođača za izvršavanje usluga, za šta mu nije potrebna saglasnost Klijenta.

3.2. Operater će pregledati otpad isporučen od strane Klijenta a naročito će pregledati da li je u saglasnosti sa specifikacijama navedenim u članu 2.4 te da li je sastav istog u skladu sa ovim Ugovorom i primenjivim zakonima. Ukoliko isporučeni otpad nije u skladu sa propisanim specifikacijama ili sastavom, Operater ima pravo da odbije preuzimanje takvog otpada. U tom slučaju Klijent je u obavezi da sakupi i ukloni odbijeni otpad iz Operaterovog Centra za rukovanje otpadom, o svom trošku.

Takvo odbijanje prihvatanja otpada isporučenog od strane klijenta ne predstavlja kažnjivo odbijanje izvršavanja ili kašnjenje u izvršavanju ugovornih obaveza od strane Operatera.

Ukoliko otpad isporučen od strane Klijenta nije u skladu sa propisanim specifikacijama ili sastavom u skladu sa članom 2.4, Operater može predložiti drugi način tretiranja tog otpada radi osiguravanja tretiranja u skladu sa zakonom. Sve dodatne troškove takvog tretiranja snosiće Klijent.

3.3. Ukoliko Operater sazna da otpad već prihvaćen od Klijenta nije u skladu sa

3. Manner of the waste disposal

3.1. The Operator shall carry out waste treatment and disposal as specified in s. 2.4 hereof in accordance with the law. The Operator may subcontract a third party for provision of the services without the Clients consent.

3.2. The Operator will examine any waste delivered by the and especially examine whether it is the waste described in s. 2.4 and if composition is compliant with this Agreement and applicable laws. If the delivered waste does not meet this specifications or composition, the Operator is entitled to refuse to take over the waste. In such case the Client has to collect and remove the refused waste form the Operator's Waste Management Center at the Client's costs.

Such refusal to accept the Client's waste shall not be construed as culpable refuse of performance or delay of performance on the Operator's part.

If waste delivered by the Client does not meet the specifications or composition as stipulated in s. 2.4, the Operator may propose another way of treatment of this waste in order to assure the treatment in accordance with the laws. Any additional costs of such treatment has to be borne by the Client.

3.3. If the Operator finds out that waste already accepted from the Client does not

specifikacijama ili sastavom definisanom u članu 2.4, Operater mora o toj činjenici da obavesti Klijenta i da zatraži od Klijenta da ponovo preuzme otpad u roku od tri dana, o trošku Klijenta. Ukoliko Klijent ne preuzme ponovo otpad ili ne odgovori na obaveštenje Operatera u roku od tri dana od prijema istog, Operater ima pravo tretiranja takvog otpada u skladu sa zakonom a o trošku Klijenta i bez dodatnog odobrenja od strane Klijenta.

3.4. Klijent je saglasan da isporučuje samo Otpad u skladu sa definicijom u članu 2.4 ovog Ugovora. Za svaku količinu otpada koju isporuči Operateru, Klijent će dostaviti i deklaraciju specifikacije za navedenu količinu i dostaviće Operateru sva potrebna dokumenta u skladu sa Zakonskom 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.

3.5. 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. Sve štete, dodatne troškove i druge izdatke uzrokovane prevozom i/ili isporukom otpada različitih kategorija ili isporukom mešovitog otpada snosiće Klijent.

Ukoliko je u dostavljenoj deklaraciji Klijent naveo samo klasifikovan i sortirani otpad a isporučen je mešoviti otpad, Operater ima pravo da za celokupnu količinu otpada u naplati naknadu za najskuplju kategoriju

meet the specifications or composition as defined in s. 2.4, the Operator has to bring this fact to the Client's notice and request the Client to take back and pick up such waste at the Client's cost within 3 days. If the Client fails to take back the respective waste or give an answer to the Operator's notification within 3 days from its receipt, the Operator is entitled to treatment of this waste in accordance with the laws at the Client's expense and without the Client's further approval.

3.4. The Client hereby agrees to deliver only the Waste as specified in s. 2.4 hereof. For each quantity of waste delivered to the Operator the Client shall deliver a declaration of the specification of the respective quantity and shall provide the Operator with all requested documents according to the laws. The Client shall be fully responsible for the truth and properness of such declaration. If the Operator requires additional documentation, such request has to be forwarded to the Client in writing either by mail, fax or e-mail.

3.5. If the Client delivers waste of different categories with one single transport, the Client has to assure and guarantee that not chemical reaction takes place between such waste of different categories. All damages, additional costs and other disadvantages caused by transportation and/or delivery of waste of different categories or delivery of mixed waste shall be borne by the Client.

If the Client's declaration only declares classified and sorted waste but mixed waste is delivered, the Operator is entitled to charge the fee for the most expensive category of waste which is contained in that

otpada sadržanu u toj konkretnoj isporuci.

4. Cene

4.1. Cena postupanja i odlaganja komunalnog otpada Klijenta – Opštine Lapovo iznosiće € 15,90 po toni plus porezi i takse u skladu sa Ugovorom o poveravanju.

4.2. Cena (navedena u članu 4.1) će biti izražene u dinarskoj protivvrednosti po srednjem kursu NBS na dan podnošenja ponude A.S.A. International (81,75 Dinar/1 EUR), plus porezi i takse. Utvrđeni dinarski iznos usaglašavaće se i utvrđivati kvartalno, u skladu sa indeksom rasta cena na malo.

4.3. Pored toga, Operater ima pravo i obavezu da koriguje cenu u slučaju izmena važeće Zakonske regulative i drugih podzakonskih akata, raspoloživosti i primeni novih tehnologija u sektoru postupanja sa otpadom, novih poreza ili taksi, bilo koje druge obaveze 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.

4.4. Ugovorne strane su saglasne da naknadu navedenu u članu 4.1 ovog Ugovora, Operater može jednostrano izmeniti ukoliko promena zakonske regulative (direktno ili indirektno) uveća troškove usluga koje Operater pruža.

particular delivery for the whole quantity of waste of this delivery.

4. Prices

4.1. The fee for the treatment and disposal of municipal waste from the Client's municipality shall amount to € 15,90 per ton plus taxes and charges.

4.2. This price (as stipulated in s. 4.1) shall be revaluated corresponding to the middle rate of the National Bank of Serbia on the day of submission of the offer of A.S.A. International (81,75 Dinar/1 EUR) plus charges and taxes. The Dinar value will be revaluated each quarter according to the index of retail prices.

4.3. In addition, the Operator is entitled and obligated to adapt the fee in case of changes in the applicable laws and regulations, the availability of new technologies in the waste management sector, new taxes or charges, any other obligation incurring to the Operator of the landfill or any investment mandatory for the operation which may result in serious changes of the Operator's cost base, provided that the Operator can demonstrate that it cannot cover its costs by charging the current fee, as long as this does not infringe mandatory law.

4.4. Parties hereby agree that the fee as stipulated in s. 4.1 may be unilaterally amended by the Operator if a change of (mandatory) law (directly or indirectly) increases costs of the Services to be provided by the Operator.

5. Uslovi plaćanja

5.1. 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) ili b). Operater će pružene usluge fakturisati Klijentu na sledeći način:

a) mesečne zbirne fakture za Usluge Operatera, izdate najkasnije desetog dana narednog meseca;

ili

b) fakture za pojedinačne usluge Operatera, izdate najkasnije desetog 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.

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 Klijenta prihvati otpad definisan u članu 2.4 ovog Ugovora u bilo koje doba u toku svog radnog vremena. Klijent će biti unapred obavешten ukoliko Operater promeni radno vreme ili vreme u koje će se prihvatati otpad.

5. Payment Terms

5.1. Payments for the Services to be provided by the Operator will be invoiced according to the quantities of waste delivered by the Client in the specified period of time in accordance with lit. a) or b) below. The Operator will invoice the provided service to the Client in the following manner:

a) monthly summary invoices for Services provided by the Operator, issued latest by the 10th day of the following month;

or

b) invoices for individual services provided by the Operator, issued latest by the 10th day from the date of the respective delivery of Waste.

5.2. Each invoice (irrespective whether it is an invoice for individual service or a monthly summary invoice) shall be due within 14 days from the respective date of issue.

5.3. In case of delay in payment, the delayed amount shall be owed as interest by law.

6. Place of Performance, Service Hours, Weighting

6.1. The Operator hereby agrees to accept Waste specified in s. 2.4 hereof from the Client at any given time during its business hours. The Client shall be notified in advance if the Operator changes the business hours or the time when waste will be accepted.

6.2. Težina (količina) otpada isporučenog Operateru automatski će se obračunavati kompjuterskim putem uz pomoć teretne vage koja se nalazi u Operaterovom Centru za upravljanje otpadom 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.

7. Trajanje ugovora, prevremeni raskid

7.1. Ovaj Ugovor stupa na snagu na dan potpisivanja od strane obe ugovorne Strane i zaključuje se na period od 25 godina od prvog puštanja komunalno-sanitarne deponije u rad. Ugovor istice nakon 25 godina. Svakako, Klijent ima jednostrano pravo produžiti rok trajanja Ugovora pismenom deklaracijom poslatom preporučenom poštom, a koja mora biti izdata 12 meseci pre isteka Ugovora (nakon 25 godina), najkasnije. Operater ima pravo odbiti takvo produženje u roku od 4 meseca posle prijema takve deklaracije.

7.2. Ovaj Ugovor se može prevremeno raskinuti samo u slučaju obostrane saglasnosti Ugovornih strana ili u slučaju nastupanja nekog od uzroka navedenih u članu 7.3.

7.3. Operater ima pravo raskida sa valjanim razlogom ako:

- se pravna ili ekonomska situacija promeni na takav način koji čini izvršenje usluga nemogućim ili znatno otežanim za Operatera;

6.2. The weight (quantity) of waste delivered to the Operator shall be calculated automatically by computer with the help of a bridge scale situated at the Operator's Waste Management Center in Lapovo if not otherwise stipulated by the Parties in writing. The persons accompanying the transport on the side of the Client will be deemed to have power to represent the Client in the way that they are empowered to certify the quantity determined by the Operator with binding effect for the Client.

7. Duration, Early Termination

7.1. This Agreement shall enter into force upon the signature of both Parties and shall be concluded for a period of 25 years as of the first operative launch of the landfill. Anyway, the Client has the right to unilaterally extend the term of the Agreement by written declaration to be sent by registered mail, which has to be issued 12 months prior to the expiration of the Agreement (after 25 years) at the latest. The Operator has the right to reject such extension within 4 months after receipt of such declaration.

7.2. The present Agreement may only be terminated early subject to the Parties' mutual consent or subject to a cause listed in s. 7.3.

7.3. The Operator is only entitled to terminate for cause, if

- the legal or economic situation changes in a way that makes the performance of the services impossible or results in a intolerable hardship for the Operator;

- Klijent direktno ili indirektno prekrša zahtev o ekskluzivnosti naveden u članu 2.3 ili 9.2;
- je Klijent u kašnjenju sa plaćanjem najmanje 60 dana.

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

7.4. U slučaju da je razlog prevremenog raskida Ugovora krivica Klijenta, Operater ima pravo na kaznu u iznosu od € 5.000.

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 događanjima ili okolnostima van razumne kontrole Operatera (kao što su prirodne nepogode poput poplava, klizišta, odrona blata ili lavina, ili politički nemiri, ili periodi proglašenog ratnog ili vanrednog stanja opšte opasnosti). Takvo kašnjenje ili neispunjenje ne predstavljaju kršenje ovog Ugovora i vreme za ispunjavanje ugovornih obaveza produžiće se za period vremena

- the Client directly or indirectly infringes the exclusivity requirement set out in s. 2.3 or 9.2;
- the Client is in delay with the payment for at least 60 days.

The right to early termination must be exercised by means of registered letter. The early termination is subject to 30 day's notice.

7.4. In case that the cause for early termination was at the Client's fault, the Operator is entitled to penalty of € 5.000.

8. Interruption or Suspension of Service by the Operator

8.1. The Operator is entitled to interrupt its Services (e.g. to accept waste delivered by the Client) at any given time and without any previous notification in case of the Client's failure to comply with the payment terms specified in this Agreement. This interruption does not constitute any right of the Client for compensation of damages resulting from the interruption of activity on the part of the Operator.

8.2. The Operator shall not be liable for any delay in performing or failure to perform its obligations under the present Agreement if the delay or failure results from inevitable exceptional events or circumstances outside the the Operator's reasonable control (such as natural disasters like floods, landslides, mudflows or avalanches strike or political agitation, or periods of officially announced state of war or of emergency). Such delay or failure shall not constitute a breach of the present Agreement and the time for performance shall be extended by a period equivalent to the duration of any such event

jednak trajanju takvog događaja ili okolnosti.

9. Saradnja

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

9.2. Tokom trajanja ovog Ugovora, Operater će uživati ekskluzivno pravo tretiranja i odlaganja celokupnog opštinskog otpada definisanog u članu 2.4 nastalog na teritoriji Klijenta.

9.3. Klijent će bez odlaganja obavestiti Operatera o bilo kojoj očekivanoj promeni sastava ili specifikacije 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 gubitaka / izgubljene dobiti uzrokovanih Klijentovim isporučivanjem otpada koji nije u skladu sa

or circumstance.

9. Cooperation

9.1. The Client will not, neither directly nor indirectly by means of an entity or undertaking controlled by the Client, provide to any third party, be it foreign or local firms or persons, its consent to engage in activities assigned to the Operator by the present Agreement, or engage in such activities itself.

9.2. For the duration of the present Agreement, the Operator shall enjoy the exclusive right of treatment and disposal of all waste as defined in s. 2.4 accruing within the region of the Client.

9.3. The Client shall inform the Operator about any change of composition or specification of waste accruing within the Client's region to be expected without any delay.

10. Contractual Penalty

10.1. If the Client provides waste that does not meet the specification or composition as defined in s. 2.4 hereof, the Operator is entitled to charge 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 s. 2.4 hereof by the Client. Such damage

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 ovime izjavljuju da su pažljivo pročitale Ugovor pre potpisivanja istog i da su sa sadržajem istog saglasne svojevolumno, ozbiljno, jasno i sa razumevanjem.

11.2. U slučaju spora na osnovu ovog Ugovora, Strane će nastojati isti da reše sporazumno. Pokušaj sporazumnog rešavanja spora smatraće se neuspelim od trenutka kada jedna Strana u tom smislu pismenim putem obavesti drugu Stranu.

11.3. U slučaju da zaključivanje ovog Ugovora podleže porezima ili dažbinama, Strane će navedene troškove snositi u jednakim delovima. Međutim, svaka Strana snosi sopstvene troškove pravnih ili drugih savetnika.

11.4. 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 Strana.

11.5. Strane prihvataju da u skladu sa primenjivim zakonima i propisima neke od odredbi, zahteva i obaveza sadržanih u

compensation may even exceed the amount of the above-mentioned contractual penalty.

11. Final Provisions

11.1. Both contracting parties hereby declare to have carefully read the contract before execution and to have agreed on its content on the basis of their free will, seriously, clearly and comprehensibly.

11.2. If a dispute arises out of the subject matter of the present Agreement, Parties shall first try in good faith to settle the dispute by mutual consent. Any attempt to obtain mutual consent shall be deemed to have failed from the point of time when one Party demonstrably so informed the other Party in writing.

11.3. In case the conclusion of the present Agreement is subject to taxes or charges, Parties shall assume such costs at equal shares. However, each Party shall bear its individual costs for Legal or other Counsel itself.

11.4. Should any provisions of the present Agreement be or become wholly or partly invalid or unenforceable, they will not be applied. This will not affect the validity or enforceability of their remaining provisions. In this event, the invalid or unenforceable provisions will be automatically replaced by provisions which best reflect the contents and purpose of the invalid or unenforceable provisions and the Parties' intention.

11.5. Parties accept that subject to the applicable laws and regulations some of the provisions, claims and obligations contained

ovom Ugovoru možda trenutno nije moguće izvršavati. Strane se shodno tome obavezuju da će takve odredbe izvršiti i zahteve i obaveze ispuniti čim to bude omogućeno budućim izmenama primenljivih zakona i propisa.

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

11.7. Na sva druga pitanja koja nisu posebno regulisana ovim Ugovorom shodno će se u celosti primenjivati odredbe Ugovora o poveravanju i vazeće zakonske regulative Republike Srbije.

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

U Lapovu, dana 18.03.2008

Opština Lapovo (Klijent)


Predsednik opštine: Dragan Zlatković

.A.S.A. EKO d.o.o. (Operator)


Direktor: Karel Procházka

in this Agreement may currently not be enforceable. Parties therefore commit themselves to execute such provisions and to fulfil such claims and to assume such obligations immediately, once this is permitted by future changes to the applicable laws and regulations.

11.6. Any amendments of or additions to the present Agreement (including the present clause imposing this formal requirement) must occur in writing.

11.7. On every other issues not particularly regulated by this Agreement, provisions of the Entrustment Agreement shall be applicable by laws and regulations of Republic of Serbia .

11.8. This Agreement is issued in 2 equal copies, one for each Party to his Agreement.

In Lapovo, on 18.03.2008

The Municipality of Lapovo (the Client)


President of Municipality: Mr. Dragan Zlatković

.A.S.A. EKO d.o.o. (the Operator)


General Manager: Mr. Karel Procházka