



## UGOVOR O DAVANJU PRAVA NA KORIŠĆENJE ZNAKA „ZELENA TAČKA“

Zaključen u Beogradu dana \_\_.\_\_.2017. god. između:

Društva za postupanje sa ambalažnim otpadom **SEKOPAK DOO Beograd**, sa sedištem u ul. Bulevar Mihajla Pupina br. 10b/2, Novi Beograd, MB 20221780, PIB 104723366, koje zastupa Violeta Belanović Kokir, generalni direktor, u daljem tekstu ovog Ugovora označen kao „Sekopak“ ili „Ugovorna strana“; i

Naziv:  
Sedište  
MB:            PIB:  
Ovlašćeno lice:

u daljem tekstu ovog Ugovora označen kao „Korisnik“ ili Ugovorna strana“.

Kada se SEKOPAK i Korisnik u ovom Ugovoru navode zajednički, tj. zbirno, tada su označeni kao „Ugovorne strane“.

### Preambula

Ugovorne strane saglasno konstatuju:

- a) Da je SEKOPAK privredno društvo koje posluje kao Operater u smislu odredbi Zakona o ambalaži i ambalažnom otpadu (»Službeni glasnik RS« br. 36/2009), a u skladu sa Rešenjem Ministarstva poljoprivrede i zaštite životne sredine RS o izdavanju dozvole operateru sistema upravljanja ambalažnim otpadom, registarski broj 001/1, od 22.05.2015. g.
- b) Da kompanija „Der Grüne Punkt – Duales System Deutschland AG“ sa sedištem u Kelnu, Nemačka, (u daljem tekstu označen kao „DSD“), drži prava na zaštićeni evropski robni znak, tj. žig „Zelena tačka“, (u daljem tekstu označen kao „Znak“), registracioni brojevi 585 714, 585 713, 653 450 i 653 449.
- c) Da je DSD ovlastio svoju kćerku kompaniju „Packaging Recovery Organisation Europe s.p.r.l.“ Rue Martin V 40, 1200 Brussels, Belgija, (u daljem tekstu označena kao „Pro Europe“), da u svoje ime i za svoj račun, prava na robnom znaku „Zelena tačka“ prenosi na druge nacionalne operatere sistema za upravljanje ambalažnim otpadom.
- d) Da je SEKOPAK sa Pro Europe zaključio Osnovni sporazum o licenciranju („Principal Licensing Agreement“), kojim je SEKOPAK stekao ekskluzivno pravo da na teritoriji Republike Srbije koristi robni znak „Zelena tačka“, kao i ovlašćenje



## AGREEMENT ON GRANTING RIGHT TO THE USE OF “THE GREEN DOT” MARK

Entered into in Belgrade on \_\_\_\_\_.\_\_\_\_.2017 by and between:

Company for Packaging Waste Management **SEKOPAK DOO Beograd**, with its head office at Bulevar Mihajla Pupina Street No. 10b/2, New Belgrade, company ID No. 20221780, tax ID No. 104723366, represented by Violeta Belanović Kokir, General Manager, hereinafter referred to as “SEKOPAK” or “Contracting Party”; and

Name:  
Head office:  
Company ID No.            Tax ID No.  
Authorised person:

hereinafter referred to as the “User” or “Contracting Party“.

Whenever in this Contract SEKOPAK and User are referred to jointly, namely collectively they are referred to as the “Contracting Parties“.

### Preamble

The Contracting Parties state in mutual agreement that:

- a) SEKOPAK is a business company which performs business as an Operator in terms of the Law on Packaging and Packaging Waste (“Official Gazette of the Republic of Serbia” No. 36/2009), in accordance with the Decision of the Ministry of Agriculture and Environmental Protection of the Republic of Serbia on issuance of permit to the operator of packaging waste management system, registration number 001/1, dated 22/05/2015;
- b) Company “Der Grüne Punkt – Duales System Deutschland AG“, with its head office in Cologne, Germany (hereinafter referred to as “DSD“), holds the rights of protected European trade mark, i.e. registered mark “The Green Dot” (hereinafter referred to as the “Mark“), registration numbers 585 714, 585 713, 653 450 and 653 449;
- c) DSD has authorised its daughter company “Packaging Recovery Organisation Europe s.p.r.l.“, Rue Martin V 40, 1200 Brussels, Belgium (hereinafter referred to as “Pro Europe“) to transfer, on its behalf and for its account, the right of the trademark “The Green Dot” to other national operators of packaging waste managing systems.
- d) SEKOPAK has entered with Pro Europe into the Principal Licensing Agreement (“Principal Licensing Agreement“) wherewith SEKOPAK acquired an exclusive right to use the trademark “The Green Dot” in the territory of the Republic of Serbia, as well as

da trećim licima na teritoriji Srbije daje pravo da u prometu koriste robni znak „Zelena tačka“.

- e) Da saglasno pravilima Pro Europe, robni znak „Zelena tačka“ označava da je za ambalažu na kojoj se nalazi, plaćena naknada nacionalnom operateru sistema upravljanja ambalažnim otpadom, a koji (operater) je ustrojen prema principima postavljenim u Evropskoj Direktivi br. 94/62 i principima nacionalnog zakonodavstva, (originalna definicija na engleskom jeziku glasi: “The mark „The Geen Dot“ on packaging means that, for such packaging, a financial contribution has been paid to a national packaging recovery company that has been set up in accordance with the principles defined in European Directrive No. 94/62 and its national law.”).
- f) Da Korisnik ima potpisan ugovor o prenosu zakonskih obaveza vezanih za upravljanje ambalažnim otpadom sa autorizovanim operaterom ili da Korisnik ima dozvolu nadležnog Ministarstva za samostalno upravljanje ambalažnim otpadom.

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

### **Predmet Ugovora Član 1.**

1.1 Ovim Ugovorom SEKOPAK ovlašćuje Korisnika, koji na tržištu Srbije posluje kao proizvođač i/ili uvoznik i/ili paker/punilac i/ili isporučilac, u smislu odredbi Zakona o ambalaži i ambalažnom otpadu, da ambalažu koju stavlja u promet na teritoriji Republike Srbije obeleži robnim znakom »Zelena tačka« (izgled robnog znaka »Zelena tačka« je Prilog 1 ovom Ugovoru), i to isključivo u smislu definicije iz tačke d) Preambule ovog Ugovora, kao i na način i pod uslovima definisanim ovim Ugovorom.

1.2 Svako korišćenje robnog znaka »Zelena tačka« izvan okvira i smisla definicije iz tačke d) Preambule, kao i suprotno načinu i uslovima propisanim ovim Ugovorom, nije dozvoljeno.

1.3 Prava stečena ovim Ugovorom Korisnik ne može ni na koji način preneti na treće lice. Prava stečena ovim Ugovorom opoziva su jednostranom odlukom SEKOPAKA.

### **Korišćenje Znaka Član 2.**

2.1 Na osnovu ovog Ugovora Korisnik je ovlašćen da Znakom obeleži primarnu ambalažu robe koju stavlja u promet na teritoriji Republike Srbije.

2.2 Primarna ambalaža Korisnika namenjena izvozu može se obeležiti robnim znakom »Zelena tačka« na osnovu odvojenog ugovora između nosioca prava na robni znak

authorisation to grant rights to third persons in the territory of Serbia to use the trademark “The Green Dot” in trading.

- e) Pursuant to the rules of Pro Europe, the trademark “The Green Dot” denotes that for packaging on which there is the said Mark a consideration has been paid to the national operator of packaging waste management system which operator has been organised according to the principles stipulated in European Directive No. 94/62 and the principles of national legislation (original definition in English reads: “The mark „The Geen Dot“ on packaging means that, for such packaging, a financial contribution has been paid to a national packaging recovery company that has been set up in accordance with the principles defined in European Directrive No. 94/62 and its national law.”).
- f) The User avails of executed agreement with authorised operator on the transfer of legal obligations related to the management of packaging waste; or the User avails of a permit issued by the competent Ministry for independent management of packaging waste.

Now, therefore, in view of the above statements, the Contracting Parties have agreed as follows:

### **Subject Matter of the Agreement Article 1**

1.1 SEKOPAK herewith authorises the User, which in the territory of Serbia operates as a producer and/or importer and/or packer/filler and/or supplier in terms of the provisions of the Law on Packaging and Packaging Waste, to mark the packaging it places into market in the territory of the Republic of Serbia with the trademark “The Green Dot” (the look of the trademark “The Green Dot” is given in **Annex 1** to this Agreement) and this solely within the meaning assigned by the definition set forth in para d) of the Preamble hereof, as well as in the manner and under the conditions defined by this Agreement.

1.2 Any use of the trademark “The Green Dot” beyond the framework and meaning of the definition set forth in para d) of the Preamble, as well as contrary to the manner and conditions stipulated by this Agreement is not permitted.

1.3 Rights acquired under this Agreement may not be transferred by the User to a third person in any way whatsoever. Rights acquired hereunder are revocable by unilateral decision of SEKOPAK.

### **Use of the Mark Article 2**

2.1 Pursuant to this Agreement, the User is authorised to label with the Mark the primary packaging of goods it places into the market in the territory of the Republic of Serbia.

2.2 The User’s primary packaging intended for export outside Serbia may be labelled with the Mark based on a separate agreement with the licensor of the Mark for the export country

»Zelena tačka« u zemljama izvoza i pravnog lica koje u toj zemlji ima status Obveznika za navedenu ambalažu, odnosno na osnovu pravila kompanije „Packaging Recovery Organisation Europe s.p.r.l.“.

2.3 Korisnik može da koristi Znak u boji i veličini po svom izboru, pri čemu Znak ne sme da bude manji od 6mm (šest milimetara) u prečniku.

2.4 Korisnik može da koristi Znak samo na ambalaži koja postaje »komunalni ambalažni otpad« (primarna ambalaža), koja po vrsti, hemijskom sastavu, fizičkim i drugim osobinama ispunjava standarde propisane Zakonom o ambalaži i ambalažnom otpadu i povezanim propisima.

2.5 Potpisivanjem ovog Ugovora Korisnik se nije obavezao da bez razlike Znakom obeležava svu ambalažu koju stavlja u promet.

or countries, concluded by legal entity which has the status of Obligated company for such packaging in aforesaid country or countries, i.e. according to rules of the company „Packaging Recovery Organisation Europe s.p.r.l.“.

2.3 The User may chose the colour and size in which to use the Mark, as long as the Mark is not less than 6mm (six millimeters) in diameter;

2.4 User may use the Mark only on packaging which becomes "communal packaging waste" (primary packaging) which according to its type, chemical composition, physical and other properties complies to the standards prescribed by the Law on Packaging and Packaging Waste and regulations related thereto;

2.5 By executing this Agreement the User has not committed to invariably label with the Mark all packaging it places onto market.

### **Naknada Član 3.**

3.1 Po zaključenju ovog Ugovora, Korisnik je obavezan da u roku od deset dana od dana izdavanja računa plati Sekopaku godišnju naknadu za administrativne troškove prema definisanom cenovniku iz Priloga 2 ovog ugovora u dinarskoj protivvrednosti po srednjem kursu NBS važećem na dan izdavanja računa. U slučaju da Korisnik zadocni sa plaćanjem fakturisanog iznosa, dužan je da Sekopaku plati i kamatu u visini zakonske zatezne kamate.

3.2 Godišnja naknada u visini definisanoj članom 3.1 ovog Ugovora dospeva za plaćanje na dan koji odgovara danu i mesecu izdavanja računa za prvu godišnju naknadu.

3.3 Korisniku, koji sa SEKOPAK-om kao Operaterom ima zaključen Ugovor o preuzimanju obaveza po osnovu Zakona o ambalaži i ambalažnom otpadu, naknada iz klauzule 3.1 ovog Ugovora uračunata je u naknadu iz čl. 9. i 10. Ugovora o preuzimanju obaveza po osnovu zakona o ambalaži i ambalažnom otpadu i neće se po odredbama ovog ugovora posebno obračunavati i naplaćivati.

### **Izveštavanje i kontrola Član 4.**

4.1 Korisnik je dužan, da prilikom zaključenja ovog Ugovora dostavi:

- Kopiju poslednjeg godišnjeg Izveštaja Korisnika o upravljanju ambalažom i ambalažnim otpadom podnetog nadležnoj republičkoj Agenciji, ili
- Popunjen i overen prijavni formular koji predstavlja Prilog 3 ovom ugovoru,

kao i za svaku kalendarsku godinu trajanja ovog Ugovora, a koji dokazuje da Korisnik uredno ispunjava svoje zakonske obaveze vezane za ambalažu i ambalažni otpad.

4.2 Sekopak je dužan čuvati kao poslovnu tajnu podatke iz izveštaja, koji mu je dostavljen u skladu sa čl. 4.1. ovog ugovora.

### **Fee Article 3**

3.1 Following the signing of this contract, the User is obliged within 10 days from the date of invoicing to pay to Sekopak the annual licensing fee according to Annex 2 to this contract, using the mean RSD/EUR exchange rate of the National Bank of Serbia valid on the date of invoicing. In event the User is late in effecting payment of the invoiced amount it shall be liable to pay SEKOPAK also interest in amount of legal default interest.

3.2 The annual license fee defined in the paragraph 3.1 of this Contract is due for payment on the same date as the date of the first annual invoice.

3.3 For the User which has entered Contract on Assuming Obligations pursuant to the Law on Packaging and Packaging Waste with SEKOPAK as Operator, the fee referred to in clause 3.1 hereof is included in the fee set forth in Art. 9 and 10 of the Contract on Assuming Obligations pursuant to the Law on Packaging and Packaging Waste and shall not be additionally calculated and charged under the provisions hereof.

### **Reporting and Audit Article 4**

4.1 The User is obliged at the signing of this Contract to submit:

- A copy of the last annual packaging report which the User has submitted to the Environment Protection Agency of Serbia on packaging waste management, or
- Duly filled in and signed application form which represents Annex 3 to this Contract,

and also for every calendar year covered by this Contract (license agreement), as proof that the User fulfils its legal obligations regarding packaging waste.

4.2 Information submitted according to article 4.1 of this Contract shall be treated by Sekopak as confidential.

**Trajanje i raskid  
Član 5.**

5.1 Ovaj Ugovor stupa na pravnu snagu danom potpisivanja od strane ovlašćenih predstavnika ugovornih strana. Ugovor je zaključen na neodređeno vreme.

5.2 Ugovorne strane su ovlašćene da jednostrano, bez navođenja razloga, raskinu ovaj Ugovor, sa otkaznim rokom od jednog meseca. Jednostrani otkaz se može saopštiti isključivo pismenim putem, preporučenim pismom preko pošte ili kurirske službe, upućenim na adresu za prijem pismena koja je kao takva označena u ovom Ugovoru.

5.3 Sekopak je ovlašćen da jednostrano raskine ovaj Ugovor sa otkaznim rokom od 1 meseca, u slučaju da Korisnik:

- 5.3.1. koristi Znak na način kojim treća lica dovodi u zabludu;
- 5.3.2. koristi Znak na način koji ne odgovara definiciji Znaka iz tačke e) Preambule ovog Ugovora;
- 5.3.3. koristi Znak u obliku i sa tekstom drugačijim od Priloga 1 ovog Ugovora, kao i u nedozvoljenom formatu;
- 5.3.4. koristi Znak na ambalaži koja nije »komunalni ambalažni otpad«;
- 5.3.5. koristi Znak na ambalaži koja ne ispunjava propisane uslove u pogledu fizičkih i hemijskih svojstava;
- 5.3.6. ne dostavi Sekopaku godišnji Izveštaj o upravljanju ambalažom i ambalažnim otpadom ili godišnji prijavni formular definisan članom 4.1 ovog Ugovora, a kojim se dokazuje ispunjavanje zakonskih obaveza postupanja sa ambalažnim otpadom;
- 5.3.7. ne ispunjava uredno svoje zakonske obaveze vezane za ambalažu i ambalažni otpad;
- 5.3.8. ili na bilo koji drugi način krši opšteusvojene evropske i nacionalne principe postupanja sa ambalažom i ambalažnim otpadom.

Prava stečena ovim Ugovorom opoziva su jednostranom odlukom Sekopaka, u slučaju da Sekopak izgubi pravo na korišćenje robnog znaka »Zelena tačka«.

5.4 U slučaju raskida Ugovora na način i iz razloga iz klauzula 5.2 i 5.3 ovog Ugovora, danom prijema izjave o raskidu Korisnik gubi sva prava vezana za Znak, bez prava na bilo kakvu naknadu, po bilo kom osnovu.

5.5 Radi otklanjanja svake sumnje, korisnik ne sme stavljati u promet primarnu ambalažu sa oznakom »Zelena tačka«, po isteku roka od 90 dana od dana prijema izjave o raskidu ugovora.

**Poverljivost informacija  
Član 6.**

6.1 Relevantne informacije vezane za izvršenje obaveza iz ovog Ugovora razmenjivaće se nesmetano i transparentno između ugovornih strana. Izuzetak će biti informacije koje se

**Term and Termination  
Article 5**

5.1 This Agreement shall become legally effective as of the date of signing by authorised representatives of the Contracting Parties. This Agreement has been entered into to indefinite period.

5.2 Contracting Parties are entitled to unilaterally terminate this Agreement without stating reasons subject to one month notice period. Unilateral termination notice may be communicated solely in writing by a registered letter delivered by mail or courier service, addressed to the address for service denoted as such herein.

5.3 SEKOPAK is entitled to unilaterally terminate this Agreement with 1 months notice in event the User:

- 5.3.1. uses the Mark in the manner which misleads third parties;
- 5.3.2. uses the Mark in the manner which does not comply to the definition of the Mark set forth in para e) of the Preamble hereof;
- 5.3.3. uses the Mark which in respect of design and wording is different from **Annex 1** hereof, as well as in unpermitted format;
- 5.3.4. uses the Mark on packaging which is not "communal packaging waste";
- 5.3.5. uses the Mark on packaging that does not comply to prescribed requirements in respect of physical and chemical properties;
- 5.3.6. fails to submit to SEKOPAK report or application form prescribed by article 4.1 of this contract, to prove compliance with packaging waste regulations;
- 5.3.7. fails to lawfully fulfil its legal obligations related to packaging and packaging waste;
- 5.3.8. or in any other way whatsoever breaches generally accepted European and national principles of handling packaging and packaging waste.

The rights acquired by this Contract can be unilaterally recalled in case Sekopak loses its distribution rights over the "Green Dot" mark in Serbia.

5.4 In case of termination of this Agreement in the manner and for the reasons referred to in clause 5.2 and 5.3 hereof, as of the date of receipt of the notice of termination the User shall lose any and all rights connected with the Mark and shall not be entitled to any compensation on any grounds whatsoever.

5.5 To avoid any doubt, the User is not allowed to place on the market primary packaging marked with the Green Dot after the expiry of the 90 days license termination notice.

**Confidentiality of Information  
Article 6**

6.1 Relevant information associated with the fulfilment of obligation hereunder shall be exchanged between the Contracting Parties uninhibitedly and transparently. Exception

mogu smatrati poslovnom, državnom ili vojnom tajnom, kao i informacije koje se ne mogu razmenjivati po propisima o zaštiti konkurencije.

6.2 Nijedna od informacija razmenjenih u cilju izvršenja ovog Ugovora neće biti učinjena dostupnom bilo kojem trećem licu. Razmenjene informacije se mogu učiniti dostupnim samo po prethodno pribavljenom pismenom odobrenju Korisnika.

6.3 Ugovorne strane se obavezuju da će sve komercijalno osetljive, kao i informacije koje se mogu smatrati poslovnom, državnom ili vojnom tajnom, čuvati po propisanim standardima i/ili sa pažnjom dobrog privrednika.

6.4 Nakon prestanka ovog Ugovora po ma kom osnovu i dalje ostaju da važe ove odredbe iz čl. 6. Ugovora.

#### **Ostalo Član 7.**

7.1 Ugovorne strane garantuju jedna drugoj da su obezbedile sve neophodne interne odluke u skladu sa internim pravilima i u potpunosti su ovlašćene da potpišu ovaj Ugovor.

7.2 Svi Aneksi, izmene i dopune ovog Ugovora, da bi bili obavezujući za ugovorne strane, moraju biti sastavljene u pismenom obliku i potpisane od strane ovlašćenih lica ugovornih strana.

7.3 U slučaju da neka od odredbi ovog Ugovora postane ili bude proglašena za nevažeću, to neće uticati na punovažnost ostalih odredbi ovog Ugovora. Umesto nevažeće odredbe dodaje se važeća odredba, čiji smisao je najbliži smislu nevažeće odredbe i koja u najvećoj meri ispunjava zahteve ugovornih strana.

7.4 Ugovorne strane su saglasne da sve nesuglasice koje mogu da proisteknu iz ovog Ugovora reše mirno i sporazumno. Ukoliko, iz ma kog razloga, nesuglasica proizišla iz ovog Ugovora ne može da bude rešena sporazumno u roku od 30 dana, računajući od dana kada jedna ugovorna strana u pisanoj formi obavesti drugu o postojanju nesuglasice, ista (nesuglasica) će biti rešena od strane Privrednog suda u Beogradu.

7.5 Sva obaveštenja po ovom Ugovoru, a od kojih počinju da teku određeni rokovi, ili su vezana za nastanak ili prestanak nekog prava ili obaveze, imaju biti upućena drugoj ugovornoj strani u pisanoj formi, preporučenom poštom ili kurirskom službom, na sledeće adrese:

Korisnik:

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»Sekopak« d.o.o. Beograd, ul. Bulevar Mihajla Pupina br. 10b/2, Novi Beograd.

shall be such information which may be considered a business, official or military secret, as well as information which may not be disclosed according to the regulations of competition protection.

6.2 Not any information disclosed for the purpose of fulfilment of this Agreement shall be made available to any third party. Disclosed information may be made available solely subject to prior written approval of the User.

6.3 Contracting Parties commit to keep any and all commercially sensitive information, as well as se information which may be considered a business, official or military secret in accordance with prescribed standards and/or with due diligence.

6.4 The provisions of Art. 6 hereof shall remain valid even after cessation of this Agreement on any grounds whatsoever.

#### **Miscellaneous Article 7**

7.1 Contracting Parties warrant each other that they have obtained all necessary internal decisions in conformance with internal regulations and that they are completely authorised to sign this Agreement.

7.2 Any Annex, amendment of or supplement to this Agreement must be made in writing and signed by authorised persons of the Contracting Parties in order to be legally binding upon the Parties.

7.3 In event that any of the provisions hereof is or be proclaimed invalid it shall not affect the full force of other provisions of this Agreement. The invalid provisions will be replaced by a valid provision which meaning is the closest to the meaning of the invalid provision and which to the largest possible extent fulfils the requirements of the Contracting Parties.

7.4 Contracting Parties agree to settle any differences which may arise from this Agreement by negotiation and amicably. If a difference resulting from this Agreement cannot be settled by mutual agreement within 30 days counted from the date on which one Contracting Party informed the other Party in writing about the existence of the difference, such difference shall be settled by the Commercial Court in Belgrade.

7.5 Any notice under this Agreement from which certain periods are counted from or which are related to the occurrence or cessation of any right or obligation must be delivered to the other Contracting Party in writing, by registered mail or courier service, to the following addresses:

User:

And

»Sekopak« d.o.o. Beograd, Bulevar Mihajla Pupina Street No. 10b/2, New Belgrade.

7.6 O svakoj promeni gore naznačenih adresa, ugovorne strane su dužne da obaveste jedna drugu na način opisan u klauzuli 5.2 ovog Ugovora.

7.7 Ovaj Ugovor je sačinjen u četiri istovetna i jednako važeća primerka, od kojih po dva pripadaju svakoj od ugovornih strana.

Ugovorne strane:

Za SEKOPAK:

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Za Korisnika:

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7.6 Contracting Parties are obligated to inform each other about every change of the above specified addresses in the manner described in clause 5.2 hereof.

7.7 This Agreement has been made in four identical and equally valid counterparts of which two are for each of the Contracting Parties.

Contracting Parties:

For SEKOPAK:

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For User:

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Prilog 1: Izgled robnog znaka »Zelena tačka«  
Annex 1: "Green Dot" trademark graphic look



**Prilog 2: Godišnja naknada za pravo korišćenja robnog znaka »Zelena tačka«**

Ukupna količina ambalažnog otpada koju Korisnik godišnje plasira na tržište Republike Srbije (tona)*	Ukupni iznos godišnje naknade (EUR)**
0-99	120,00
100-499	500,00
500-999	850,00
1000-1999	1.300,00
2000-2999	1.850,00
3000-3999	3.950,00
4000-4999	4.850,00
>5000	6.000,00

\* Ukupan iznos na osnovu poslednjeg godišnjeg Izveštaja o ambalaži i ambalažnom otpadu koji je Korisnik podneo nadležnoj republičkoj Agenciji

\*\* Obračun navedenih naknada vrši se u dinarima po srednjem kursu Narodne banke Srbije na dan izdavanja računa (shodno odredbama člana 3.1 Ugovora o davanju prava na korišćenje znaka »Zelena tačka«)

**Annex 2: Yearly fee for granting right to the use of the »Green Dot mark«**

Overall packaging waste quantity placed by the User on the Republic of Serbian market (tons)*	Yearly overall fee (EUR)**
0-99	120,00
100-499	500,00
500-999	850,00
1000-1999	1.300,00
2000-2999	1.850,00
3000-3999	3.950,00
4000-4999	4.850,00
>5000	6.000,00

\* Overall packaging waste quantity based on the last yearly Report on packaging and packaging waste that the User reported to the authorized Agency of the Republic

\*\* Invoice fee is being calculated in dinars based on the middle currency of National Bank of Serbia on the day of invoice issuance (according to the Paragraph 3.1 of this Agreement on granting right to the use of »The Green Dot« mark)



**Prilog 3: Prijavni formular za sticanje prava na korišćenje znaka »Zelena tačka«**  
**Annex 3: Application form for the acquisition of rights to the use of the »Green Dot mark«**

<b>PODACI O KORISNIKU / USER DATA</b>	
Pun naziv preduzeća ili preduzetnika/ Full Company Name	
Matični broj / Company ID No.	
Poreski identifikacioni broj (PIB) / Tax ID No.	
<b>PODACI O ODGOVORNOM LICU (potpisnik Ugovora) / DATA FOR AUTHORISED PERSON (the Contractor)</b>	
Ime / Name	
Prezime / Surname	
Funkcija / Job title	
Telefon / Telephone	
Elektronska pošta (E-mail adresa) / E-mail address	
<b>PODACI O LICU ODGOVORNOM ZA UPRAVLJANJE OTPADOM / DATA FOR PERSON RESPONSIBLE FOR WASTE MANAGEMENT</b>	
Ime / Name	
Prezime / Surname	
Funkcija / Job title	
Telefon / Telephone	
Elektronska pošta (E-mail adresa) / E-mail address	
<b>PODACI O UPRAVLJANJU AMBALAŽNIM OTPADOM / INFORMATION ON THE PACKAGING WASTE MANAGEMENT</b>	
Ukupna količina ambalažnog otpada koji je Korisnik plasirao na tržište Republike Srbije u prethodnoj kalendarskoj godini (tone) / Overall packaging waste quantity placed by the User on the Republic of Serbia market (tons)	
Korisnik poseduje dozvolu za samostalno upravljanje ambalažnim otpadom / The user has permission to independently manage packaging waste	DA / NE (zaokružiti) / YES / NO (round)
Korisnik je preneo obavezu upravljanja ambalažnim otpadom na ovlašćenog Operatera sistema / The user has assumed obligations related to packaging and packaging waste to an authorized System Operator	DA / NE (zaokružiti) / YES / NO (round)
<b>Izjava odgovornog lica / Statement by authorised person</b>	
<p>Pod materijalnom i krivičnom odgovornošću potvrđujem da su informacije u ovom formularu tačne a iskazana količina ambalažnog otpada tačna, odnosno određena ili procenjena u skladu sa važećom zakonskom regulativom Republike Srbije.</p> <p>Ova izjava se daje u svrhu potvrde da Korisnik uredno ispunjava svoje zakonske obaveze vezane za ambalažu i ambalažni otpad, čime stiče pravo na zaključenje ovog Ugovora (o korišćenju robnog znaka »Zelena tačka«). /</p> <p>Under perjury I certify that the information in this form is correct and the reported quantity of packaging waste accurate or determined or estimated in accordance with the current legislation of the Republic of Serbia.</p> <p>This statement is made in order to confirm that the User fulfills its statutory obligations relating to packaging and packaging waste, which confers the right to enter into this Agreement (the use of the trademark "Green Dot").</p>	
Potpis odgovornog lica / Signature of authorised person	
Datum / Date	
Overa / Notarization	