

biomasa

ENERGIJA SVUDA OKO NAS



**Dugoročno snabdevanje
poljoprivrednom biomasom
Skup relevantnih ugovora
sa uputstvom**

**Long-term supplying
of agricultural biomass
Assortment of relevant
contracts with instructions**





 **Srpski**

 **English**

SADRŽAJ:

MODEL UGOVORA O DUGOROČNOM SNABDEVANJU BIOMASOM ŽIVOTINJSKOG POREKLA – STAJNJAKOM ZA POTREBE PROIZVODNJE ENERGIJE	10
UVODNE NAPOMENE.....	13
1. POJMOVI	15
2. PREDMET UGOVORA.....	16
3. UGOVORNİ PERIOD	16
4. KARAKTERISTIKE BIOMASE.....	16
4.1 Ugovorena količina biomase.....	16
4.2 Ugovoreni kvalitet biomase	16
5. UGOVORENA CENA	17
6. MESTO ISPORUKE.....	17
7. OBAVEZE UGOVORNIH STRANA.....	18
7.1 Obaveze Snabdevača	18
7.1.1 Glavna obaveza Snabdevača.....	18
7.1.2 Vremenska dinamika isporuke biomase	18
7.1.3 Način isporuke biomase	18
7.2 Obaveze Kupca	19
7.2.1 Glavna obaveza Kupca	19
7.2.2 Prijem biomase	19
8. UTVRDIVANJE KOLIČINE I KVALITETA ISPORUČENE BIOMASE.....	20
8.1 Utvrđivanje količine	20
8.2 Utvrđivanje kvaliteta.....	20
8.3 Postupak reklamacije na isporučenu biomasu	20
9. PRELAZAK RIZIKA I SVOJINE NA BIOMASI	21
9.1. Prelazak rizika.....	21
9.2. Prelazak svojine.....	21
10. PLAĆANJE ISPORUČENE BIOMASE	21
10.1. Način plaćanja	21
10.1.1 Izdavanje računa	21
10.1.2 Plaćanje Ugovorene cene.....	22

10.1.3 Zakašnjenje u plaćanju	22
10.1.4 Reklamacije na ispostavljene račune	22
10.2. Obezbeđenje izvršenja Ugovornih obaveza Kupca	22
11. UGOVORNA KAZNA	24
11.1 Ugovorna kazna za Snabdevača.....	24
11.2 Ugovorna kazna za Kupca	24
12. OBEZBEĐENJE IZVRŠENJA ISPORUKE BIOMASE	24
12.1 Kupovina radi pokrića.....	24
12.2 Obezbeđenje izvršenja Ugovornih obaveza Snabdevača.....	25
13. PRAVO KUPCA NA NAKNADU ŠTETE	26
14. IZMENE UGOVORA.....	27
15. JEDNOSTRANI RASKID UGOVORA	27
16. VIŠA SILA	28
17. PRESTANAK UGOVORNOG ODNOSA	29
18. REŠAVANJE SPOROVA	29
19. OBAVEŠTAVANJE	30
20. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA	31
21. PRELAZNE I ZAVRŠNE ODREDBE.....	32
MODEL UGOVORA O DUGOROČNOM SNABDEVANJU POLJOPRIVREDNOM BIOMASOM ZA POTREBE PROIZVODNJE ENERGIJE	33
UVODNE NAPOMENE	36
1. POJMOVI	38
2. PREDMET UGOVORA.....	39
3. UGOVORNI PERIOD	39
4. KARAKTERISTIKE POLJOPRIVREDNE BIOMASE	39
4.1 Ugovorena količina poljoprivredne biomase	39
4.2 Ugovoreni kvalitet poljoprivredne biomase	40
5. UGOVORENA CENA	40
6. MESTO ISPORUKE.....	41
7. OBAVEZE UGOVORNIH STRANA	42
7.1 Obaveze Snabdevača	42

7.1.1 Glavna obaveza Snabdevača	42
7.1.2 Vremenska dinamika isporuke poljoprivredne biomase	42
7.2 Obaveze Kupca	43
8. UTVRĐIVANJE KOLIČINE I KVALITETA ISPORUČENE POLJOPRIVREDNE BIOMASE	44
8.1 Utvrđivanje količine	44
8.2 Utvrđivanje kvaliteta.....	44
8.3 Postupak reklamacije na isporučenu poljoprivrednu biomasu.....	44
9. PRELAZAK RIZIKA I SVOJINE NA POLJOPRIVREDNOJ BIOMASI.....	45
9.1. Prelazak rizika.....	45
9.2. Prelazak svojine.....	45
10. PLAĆANJE ISPORUČENE POLJOPRIVREDNE BIOMASE.....	46
10.1. Način plaćanja	46
10.1.1 Izdavanje računa	46
10.1.2 Plaćanje Ugovorene cene.....	46
10.1.3 Zakašnjenje u plaćanju.....	46
10.1.4 Reklamacije na ispostavljene račune	46
10.2. Obezbeđenje izvršenja Ugovornih obaveza Kupca	46
11. UGOVORNA KAZNA	48
11.1 Ugovorna kazna za Snabdevača.....	48
11.2 Ugovorna kazna za Kupca	48
12. OBEZBEĐENJE IZVRŠENJA ISPORUKE POLJOPRIVREDNE BIOMASE	49
12.1 Kupovina radi pokrića.....	49
12.2 Obezbeđenje izvršenja Ugovornih obaveza Snabdevača.....	49
13. PRAVO KUPCA NA NAKNADU ŠTETE	51
14. IZMENE UGOVORA.....	51
15. JEDNOSTRANI RASKID UGOVORA	51
16. VIŠA SILA	52
17. PRESTANAK UGOVORNOG ODNOŠA	53
18. REŠAVANJE SPOROVA	53
19. OBAVEŠTAVANJE	54

20. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA	55
21. PRELAZNE I ZAVRŠNE ODREDBE.....	56
MODEL CONTRACT ON LONG-TERM SUPPLY OF AGRICULTURAL BIOMASS FOR ENERGY GENERATION PURPOSES	57
INTRODUCTORY REMARKS	60
1. TERMS	62
2. THE SCOPE OF THE CONTRACT	63
3. THE CONTRACT PERIOD	63
4. CHARACTERISTICS OF AGRICULTURAL BIOMASS.....	63
4.1 The contracted quantity of agricultural biomass.....	63
4.2 The contracted quality of agricultural biomass	64
5. THE CONTRACT PRICE	64
6. PLACE OF DELIVERY.....	65
7. OBLIGATIONS OF PARTIES TO THE CONTRACT	66
7.1 Obligations of the Supplier	66
7.1.1 The key obligation of the Supplier	66
7.1.2 Time frame of delivery of agricultural biomass	66
7.1.3 Terms of delivery of the agricultural biomass	66
7.2 Obligations of the Buyer	67
7.2.1 The key obligation of the Buyer	67
7.2.2 Receipt of the agricultural biomass	67
8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED AGRICULTURAL BIOMASS	68
8.1 Determining the quantity	68
8.2 Determining the quality	68
8.3 Claims procedure regarding delivered agricultural biomass	68
9. TRANSFER OF RISK AND OWNERSHIP OF THE AGRICULTURAL BIOMASS	69
9.1. Transfer of risk	69
9.2. Transfer of ownership.....	69
10. PAYMENT FOR DELIVERED AGRICULTURAL BIOMASS	70
10.1. Method of payment.....	70
10.1.1 Issuing the invoice.....	70

10.1.2 Payment of Contract agreed price	70
10.1.3 Late payments.....	70
10.1.4 Complaints regarding issued invoices.....	70
10.2. Security for execution of contractual obligations of the Buyer.....	70
11. CONTRACTUAL PENALTY	72
11.1 Contractual penalty for the Supplier	72
11.2 Contractual penalty for the Buyer	73
12. SECURITY FOR EXECUTION OF DELIVERY OF BIOMASS.....	73
12.1 Purchase in order to compensate.....	73
12.2 Security for execution of contractual obligations of the Supplier	73
13. THE BUYER'S RIGHT TO COMPENSATION FOR DAMAGES	75
14. AMENDMENTS TO THE CONTRACT.....	75
15. UNILATERAL TERMINATION OF THE CONTRACT.....	76
16. FORCE MAJEURE	77
17. EXPIRATION OF CONTRACT RELATIONS	78
18. RESOLUTION OF DISPUTES.....	78
19. NOTICES	79
20. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION	80
22. TRANSITIONAL AND FINAL PROVISIONS	81
MODEL CONTRACT ON LONG-TERM SUPPLY OF BIOMASS OF ANIMAL ORIGIN – MANURE - FOR ENERGY GENERATION PURPOSES	82
INTRODUCTORY REMARKS	85
1. TERMS	87
2. THE SCOPE OF THE CONTRACT	88
3. THE CONTRACT PERIOD	88
4. CHARACTERISTICS OF BIOMASS.....	88
4.1 The contracted quantity of biomass	88
4.2 The contracted quality of biomass.....	88
5. THE CONTRACT PRICE	89
6. PLACE OF DELIVERY.....	89
7. OBLIGATIONS OF PARTIES TO THE CONTRACT	90

7.1 Obligations of the Supplier	90
7.1.1 The key obligation of the Supplier	90
7.1.2 Time frame of delivery of biomass	90
7.1.3 Terms of delivery of the biomass.....	90
7.2 Obligations of the Buyer	91
7.2.1 The key obligation of the Buyer	91
7.2.2 Receipt of the biomass.....	91
8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED BIOMASS	92
8.2 Determining the quality	92
8.3 Claims procedure regarding delivered biomass	92
9. TRANSFER OF RISK AND OWNERSHIP OF THE BIOMASS	93
9.1. Transfer of risk	93
9.2. Transfer of ownership.....	93
10. PAYMENT FOR DELIVERED BIOMASS	94
10.1. Method of payment	94
10.1.1 Issuing the invoice.....	94
10.1.2 Payment of Contract agreed price	94
10.1.3 Late payments.....	94
10.1.4 Complaints regarding issued invoices.....	94
10.2. Security for execution of contractual obligations of the Buyer	94
11. CONTRACTUAL PENALTY	96
11.1 Contractual penalty for the Supplier	96
11.2 Contractual penalty for the Buyer	97
12. SECURITY FOR EXECUTION OF DELIVERY OF BIOMASS.....	97
12.1 Purchase in order to compensate.....	97
12.2 Security for execution of contractual obligations of the Supplier	97
13. THE BUYER'S RIGHT TO COMPENSATION FOR DAMAGES	99
14. AMENDMENTS TO THE CONTRACT.....	99
15. UNILATERAL TERMINATION OF THE CONTRACT.....	100
16. FORCE MAJEURE	101

17. EXPIRATION OF CONTRACT RELATIONS	102
18. RESOLUTION OF DISPUTES.....	102
19. NOTICES	103
20. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION.....	104
22. TRANSITIONAL AND FINAL PROVISIONS	105

MODEL UGOVORA¹ O DUGOROČNOM SNABDEVANJU BIOMASOM ŽIVOTINJSKOG POREKLA – STAJNJAKOM ZA POTREBE PROIZVODNJE ENERGIJE



¹NAPOMENA: Svaki ugovor je rezultat saglasnosti volja ugovornih strana, a predloženi model u pravnom smislu predstavlja samo moguće varijante Ugovora o dugoročnom snabdevanju biomasom (osim klasičnog otpada) za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

SADRŽAJ:

MODEL UGOVORA O DUGOROČNOM SNABDEVANJU BIOMASOM ŽIVOTINJSKOG POREKLA – STAJNJAKOM ZA POTREBE PROIZVODNJE ENERGIJE	10
UVODNE NAPOMENE.....	13
1. POJMOVI	15
2. PREDMET UGOVORA.....	16
3. UGOVORNİ PERIOD	16
4. KARAKTERISTIKE BIOMASE.....	16
4.1 Ugovorena količina biomase.....	16
4.2 Ugovoreni kvalitet biomase	16
5. UGOVORENA CENA	17
6. MESTO ISPORUKE.....	17
7. OBAVEZE UGOVORNIH STRANA.....	18
7.1 Obaveze Snabdevača	18
7.1.1 Glavna obaveza Snabdevača.....	18
7.1.2 Vremenska dinamika isporuke biomase	18
7.1.3 Način isporuke biomase	18
7.2 Obaveze Kupca	19
7.2.1 Glavna obaveza Kupca	19
7.2.2 Prijem biomase	19
8. UTVRDIVANJE KOLIČINE I KVALITETA ISPORUČENE BIOMASE.....	20
8.1 Utvrđivanje količine	20
8.2 Utvrđivanje kvaliteta.....	20
8.3 Postupak reklamacije na isporučenu biomasu	20
9. PRELAZAK RIZIKA I SVOJINE NA BIOMASI	21
9.1. Prelazak rizika.....	21
9.2. Prelazak svojine.....	21
10. PLAĆANJE ISPORUČENE BIOMASE	21
10.1. Način plaćanja	21
10.1.1 Izdavanje računa	21
10.1.2 Plaćanje Ugovorene cene.....	22

10.1.3 Zakašnjenje u plaćanju.....	22
10.1.4 Reklamacije na ispostavljene račune	22
10.2. Obezbeđenje izvršenja Ugovornih obaveza Kupca.....	22
11. UGOVORNA KAZNA	24
11.1 Ugovorna kazna za Snabdevača.....	24
11.2 Ugovorna kazna za Kupca	24
12. OBEZBEĐENJE IZVRŠENJA ISPORUKE BIOMASE	24
12.1 Kupovina radi pokrića.....	24
12.2 Obezbeđenje izvršenja Ugovornih obaveza Snabdevača.....	25
13. PRAVO KUPCA NA NAKNADU ŠTETE	26
14. IZMENE UGOVORA.....	27
15. JEDNOSTRANI RASKID UGOVORA	27
16. VIŠA SILA	28
17. PRESTANAK UGOVORNOG ODNOSA	29
18. REŠAVANJE SPOROVA	29
19. OBAVEŠTAVANJE	30
20. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA.....	31
21. PRELAZNE I ZAVRŠNE ODREDBE.....	32

UVODNE NAPOMENE

Proizvodnja električne i/ili toplotne energije iz biomase životinjskog porekla, tj. otpada životinjskog porekla sa farmi i iz industrije (osim klaničnog otpada) je jedan od vidova proizvodnje energije iz obnovljivih izvora energije.

Sigurnost i kontinuitet snabdevanja proizvođača energije iz biomase životinjskog porekla je jedan od osnovnih elemenata sigurnosti proizvodnje potrebne količine energije iz postrojenja za proizvodnju energije iz biomase i samim tim snabdevanja kupaca energije, što je jedan od osnovnih ciljeva i suštinski smisao same delatnosti proizvodnje energije, a time i uspešnosti ovog poslovnog poduhvata.

Instrument sigurnosti i kontinuiteta snabdevanja postrojenja za proizvodnju energije iz biomase je ugovor o dugoročnom snabdevanju biomasom životinjskog porekla. Ovaj ugovor je istovremeno i instrument obezbeđenja finansijske održivosti investicije u postrojenju za proizvodnju energije iz biomase, baš zato što se na taj način obezbeđuje sirovina za proizvodnju energije.

Ovaj ugovor ima za predmet dugoročno snabdevanje biomasom životinjskog porekla za proizvodnju energije.

Svrha ovog Ugovora je smanjenje poslovnog rizika u proizvodnji i prodaji biomase životinjskog porekla, u konkretnom slučaju stajnjaka sa farmi i iz industrije (osim klaničnog otpada) i povećanoj sigurnosti snabdevanja kao temelja za dugoročno planiranje proizvodnje, razvoja i ostvarivanje poslovnih ciljeva kupca ove biomase, koji je istovremeno i proizvođač energije iz postrojenja za proizvodnju energije iz biomase.

Maj, 2016.

MODEL UGOVORA²

O

DUGOROČNOM SNABDEVANJU BIOMASOM ŽIVOTINJSKOG POREKLA - STAJNJAKOM ZA POTREBE PROIZVODNJE ENERGIJE

zaključen između ugovornih strana:

1. Snabdevač³: _____, koga zastupa i predstavlja (_____, direktor)

Adresa: _____

Matični broj: _____

PIB: _____

Tekući račun: _____

- u daljem tekstu: Snabdevač

i

2. Kupac: _____, koga zastupa i predstavlja (_____, direktor)

Adresa: _____

Matični broj: _____

PIB: _____

Tekući račun: _____

- u daljem tekstu: Kupac

²NAPOMENA: Svaki ugovor je rezultat saglasnosti volja ugovornih strana, a predloženi model u pravnom smislu predstavlja samo moguće varijante Ugovora o dugoročnom snabdevanju biomasom za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

³NAPOMENA: Ukoliko je Snabdevač fizičko lice, on će umesto matičnog broja, (što u skladu sa zakonom može uključiti i PIB), uneti svoj JMBG ili broj lične karte.

1. POJMOVI

Član 1.

Pojmovi u ovom ugovoru (u daljem tekstu: Ugovor) imaju sledeće značenje za Ugovorne strane:

- 1) *ugovorne strane*** su Snabdevač i Kupac;
- 2) *snabdevač*** je pravno lice ili preduzetnik, vlasnik⁴ i proizvođač biomase životinjskog porekla (osim klaničnog otpada) - stajnjaka, odnosno drugo lice koje trguje biomasom životinjskog porekla - stajnjakom;
- 3) *kupac*** je privredni subjekt vlasnik postrojenja koje proizvodi ili investitor u postrojenje koje će proizvoditi energiju iz biomase;
- 4) *biomasa – poljoprivredna biomasa životinjskog porekla – stajnjak*** koji je sirovina za proizvodnju sirovina za proizvodnju energije, ugovorene količine i kvaliteta;
- 5) *snabdevanje biomasom*** podrazumeva proizvodnju i stavljanje na raspolaganje radi preuzimanja ugovorene količine biomase, izražene u ugovorenoj mernoj jedinici (kg/m^3), neophodne za kontinuirano i dugoročno snabdevanje Kupca;
- 6) *ugovorne obaveze*** su obaveze Ugovornih strana utvrđene u ovom ugovoru;
- 7) *ugovorni period*** je period trajanja ugovora;
- 8) *mesto isporuke*** je mesto, na kome se Kupcu stavlja na raspolaganje radi preuzimanja biomasa ugovorene količine i kvaliteta. Mesto isporuke može biti skladište, privremeno skladište ili bilo koje drugo mesto utvrđeno ugovorom kao mesto isporuke;
- 9) *stavi na raspolaganje radi preuzimanja – isporuči;***
- 10) *otpremnica*** je propratni dokument koji izdaje Snabdevač i koji prati robu u toku transporta od mesta utovara do mesta opredeljenja;
- 11) *poverljive informacije*** su bilo koje informacije u vezi sa ovim Ugovorom ili u vezi sa izvršavanjem ovog Ugovora, za koje su se Ugovorne strane dogovorile da su poverljive, kao i druge informacije koje su na bilo koji način ovlašćena lica Ugovornih strana mogla saznati o drugoj Ugovornoj strani tokom izvršavanja svojih Ugovornih obaveza, a koje nisu javne, koje su poverljive i/ili vlasničke po svojoj prirodi, uključujući bez ograničenja dokumente, materijale tehničke, operativne, ekonomske, planske, poslovne ili finansijske prirode, koje mogu biti dostavljene Snabdevaču ili Kupcu u skladu sa ovim Ugovorom, ili sa kojima se Snabdevač ili Kupac mogu upoznati ili kojima imaju pristup usled obaveza koje izvršavaju u skladu sa ovim Ugovorom.

⁴NAPOMENA: Ukoliko je Snabdevač fizičko lice, na njega se shodno primenjuju odredbe ovog ugovora, uz primenu člana 85. stav 2. Zakona o porezu na dohodak građana („Sl. glasnik RS“ br. 24/01, 80/02, 135/04, 62/06, 65/06, 31/09, 44/09, 18/10, 50/11, 91/11 - odluka US, 7/12, 93/12, 114/12 - odluka US, 8/13, 47/13, 48/13, 108/13, 6/14, 57/14, 68/14, 5/15, 112/15 i 5/16), što znači da mora da ispunjava tri uslova i to: 1) da nije registrovano poljoprivredno gazdinstvo; 2) da ne plaća doprinose po rešenju poreske uprave 3) da nije korisnik poljoprivredne penzije.

2. PREDMET UGOVORA

Član 2.

Ovim ugovorom o dugoročnom snabdevanju od strane Snabdevača-, Snabdevač se obavezuje da u Ugovornom periodu od _____ [*uneti broj godina, npr.12 (dvanaest)*] godina, snabdeva Kupca biomasom namenjenoj proizvodnji energije, i da u Ugovorenem periodu stavi na raspolaganje radi preuzimanja ugovorenog količinu i kvalitet biomase na ugovoren način, na ugovorenem mestu isporuke _____, a Kupac se obavezuje da preuze me isporučenu biomasu da plati Snabdevaču Ugovoren cenu, prema ugovorenoj dinamici plaćanja.

3. UGOVORNI PERIOD

Član 3.

Ugovor se zaključuje na period _____ [*uneti broj godina, npr.12 (dvanaest)*] godina.

Prva isporuka će se izvršiti početkom _____ [meseca] ____ godine.

4. KARAKTERISTIKE BIOMASE

4.1 Ugovorena količina biomase

Član 4.

Snabdevač se obavezuje da Kupcu stavi na raspolaganje radi preuzimanja biomasu - stajnjak, u količini od _____ kg/m³ mesečno, što godišnje iznosi _____ kg/m³, a u toku Ugovornog perioda ukupno iznosi _____ kg/m³.

4.2 Ugovoreni kvalitet biomase⁵

Član 5.

Snabdevač se obavezuje da Kupcu u toku Ugovornog perioda isporuči stajnjak poreklom od _____ [*uneti da li je u pitanju stajnjak od uzgoja muznih krava, tovne junadi, svinja, peradi, konja, koza i ovaca.*], sa sledećim karakteristikama - [odabrati jednu ili sve predložene karakteristike]:

- sa prostirkom ili bez [*ostaviti opciju koja odgovara ugovorenom kvalitetu*],
- da li je prošao separaciju ili ne [*ostaviti opciju koja odgovara ugovorenom kvalitetu*],
- udeo čvrste materije u stajnjaku (u %) od ____ do ____.

⁵NAPOMENA: Za definisanje kvaliteta stajnjaka može se koristiti Katalog proizvoda od poljoprivredne biomase.

Kvalitet biomase utvrđuje Kupac prilikom preuzimanja biomase pregledom iste. Udeo čvrste materije se utvrđuje u akreditovanim laboratorijama, standardizovanim metodama.

[Ukoliko se ugovora stajnjak različitog porekla i kvaliteta, navesti svaku opciju posebno]

5. UGOVORENA CENA

Član 6.

Kupac se obavezuje da Snabdevaču nakon svake isporuke plati Ugovorenu cenu biomase u visini od _____ evra/kg/m³, u dinarskoj protivvrednosti, po srednjem kursu Narodne banke Srbije, na dan fakturisanja.

[Primer mogućnosti usklađivanja Ugovorene cene sa mogućim promenama jedne od karakteristika kvaliteta biomase:

Svako prosečno smanjenje procenata učešća čvrste materije u mesečnom anuitetu isporuke biomase srazmerno utiče na cenu biomase u odnosu _____ [uneti procenat odnosa smanjenja cene].

U slučaju većih promena cena ili kvaliteta biomase na tržištu, ugovorne strane mogu sporazumno promeniti Ugovornu cenu biomase za ceo Ugovorni period ili samo za konkretni anuitet isporuke.

Ukoliko Ugovorne strane sporazumno ne prihvate cene iz stava 3 ovog člana, ovaj Ugovor će se raskinuti.]

6. MESTO ISPORUKE

Član 7.

OPCIJA I

Mesto isporuke biomase je skladište Kupca, koje se nalazi u _____ [naziv naselja] na adresi _____.

Ukoliko je mesto isporuke skladište Kupca, iz stava 1. ovog člana, cena iz člana 6. ovog Ugovora se uvećava za troškove transporta.

OPCIJA II:

Mesto isporuke biomase je skladište Snabdevača, koje se može nalaziti na sledećim lokacijama:

- 1) *na lokaciji 1 _____ (naziv lokacije), u količini od _____ kg/m³,*
- 2) *na lokaciji 2 _____ (naziv lokacije), u količini od _____ kg/m³,*
- 3) *na lokaciji 3 _____ (naziv lokacije), u količini od _____ kg/m³.*

Odstupanja u količinama isporučene biomase sa lokacija iz stava 1. ovog člana mogu biti najviše 5% godišnje po lokaciji, bez mogućnosti promene ovih lokacija.

7. OBAVEZE UGOVORNIH STRANA

7.1 Obaveze Snabdevača

7.1.1 Glavna obaveza Snabdevača

Član 8.

Snabdevač se obavezuje da Kupcu, u ugovorenom periodu, kontinuirano stavi na raspolaganje radi preuzimanja biomasu ugovorene količine i kvaliteta na mestu isporuke.

7.1.2 Vremenska dinamika isporuke biomase

Član 9.

Snabdevač će u periodu od _____ [*uneti broj godina, npr. 12 (dvanaest)*] godina, stavljati na raspolaganje radi preuzimanja Kupcu količinu od _____ kg/m³ mesečno, prema sledećoj vremenskoj dinamici isporuke: u periodu od 1. do 10. dana u mesecu, uz prethodnu pisaniu najavu Kupca najmanje tri radna dana pre dana preuzimanja mesečne isporuke biomase.

7.1.3 Način isporuke biomase

Član 10.

OPCIJA I:

Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenu biomasu ugovorene količine i kvaliteta.

Isporuka biomase će se vršiti transportnim sredstvima Snabdevača, odnosno transportnim sredstvima koje u svoje ime i za svoj račun angažuje Snabdevač.

Snabdevač ima obavezu istovara biomase iz vozila na propisan način i uz primenu propisanih mera bezbednosti.

Prilikom predaje/preuzimanja biomase, Snabdevač i Kupac, odnosno ovlašćeno lice Kupca, potpisuju Otpremnicu, koja sadrži: 1. Podatke o isporučiocu biomase, 2. Podatke o ovlašćenom licu

Kupca koje je preuzeo biomasu, 3. Količinu, specifikaciju i kvalitet isporučene biomase i 4. Vreme preuzimanja biomase i registarski broj vozila.

OPCIJA II:

U slučajevima u kojima obavezu transporta preuzima Kupac, Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja poljoprivredne biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenu biomasu ugovorene količine i kvaliteta.

Kupac ima obavezu utovara biomase u vozilo na propisan način i uz primenu propisanih mera bezbednosti, koje angažuje u svoje ime i za svoj račun.

Prilikom predaje/preuzimanja biomase, Snabdevač i Kupac, odnosno ovlašćeno lice Kupca, potpisuju Otpremnicu, koja sadrži: 1. Podatke o isporučiocu biomase, 2. Podatke o ovlašćenom licu Kupca koje je preuzeo biomasu, 3. Količinu, specifikaciju i kvalitet isporučene biomase i 4. Vreme preuzimanja biomase i registarski broj vozila.

7.2 Obaveze Kupca

7.2.1 Glavna obaveza Kupca

Član 11.

OPCIJA I:

Kupac se obavezuje da preuzme isporučenu biomasu koju istovari Snabdevač i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoren način plati Ugovorenu cenu biomase.

OPCIJA II:

Kupac se obavezuje da preuzme, utovari u vozilo i preveze biomasu koja mu je stavljena na raspolaganje i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoren način plati Ugovorenu cenu biomase.

7.2.2 Prijem biomase

Član 12.

Kupac se obavezuje da biomasu bez odlaganja preuzme u ugovorenom mestu isporuke.

Prilikom preuzimanja biomase, Kupac i Snabdevač, odnosno drugo ovlašćeno lice Snabdevača, potpisuju Otpremnicu iz člana 10. stav 4/3 ovog Ugovora.

8. UTVRĐIVANJE KOLIČINE I KVALITETA ISPORUČENE BIOMASE

8.1 Utvrđivanje količine

Član 13.

Količina isporučene biomase utvrđuje se merenjem na kolskoj vagi na skladištu Kupca/[na skladištu Snabdevača](#), prilikom predaje Kupcu.

Dozvoljena odstupanja u isporučenoj količini biomase iznose _____ [*navesti broj procenata, npr. 10%*] od količine ugovorenog anuiteta isporuke biomase.

8.2 Utvrđivanje kvaliteta

Član 14.

Kvalitet ugovorene biomase utvrđuje se prilikom svakog preuzimanja anuiteta isporuke ugovorene vrste/vrsta biomase, vizuelnim pregledom od strane ovlašćenog lica Kupca koje preuzima konkretnu isporuku.

Ovlašćeno lice Kupca i ovlašćeno lice Snabdevača svojim potpisom garantuju da je primopredata biomasa ugovorene količine i kvaliteta, kako je to iskazano na Otpremnici.

Ovlašćeno lice Kupca ne može da odgovara za skrivene pravne i fizičke⁶ mane preuzete biomase.

8.3 Postupak reklamacije na isporučenu biomasu⁷

Član 15.

Postupak reklamacije na isporučenu biomasu podrazumeva ponovno utvrđivanje (reviziju) količine, odnosno kvaliteta robe, od strane Ugovornih strana, trećeg lica - ovlašćene institucije ili ovlašćenog sudskog veštaka poljoprivredne ili tehnološke struke pri čemu sa izborom trećeg lica se moraju saglasiti obe Ugovorne strane.

Kupac je dužan da eventualne reklamacije pisanim putem podnese Snabdevaču, u roku od 5 (pet) radnih dana od dana preuzimanja biomase.

U slučaju podnošenja reklamacije, Kupac je dužan da isporučenu biomasu prema specifikaciji iz Otpremnice čuva i ne koristi do uvida u stvarno stanje, pri čemu Snabdevač mora izvršiti ovaj uvid u roku od 5 (pet) radnih dana od dana zaprimanja podnete reklamacije.

Ukoliko Snabdevač, bez opravdanog razloga ne izvrši uvid u isporučenu biomasu u roku iz stava 3 ovog člana, smatra se da je Snabdevač prihvatio reklamaciju.

⁶ NAPOMENA: Odredba, da ovlašćeno lice Kupca ne može da odgovara za skrivene fizičke mane preuzete biomase, primenljiva je ukoliko se isporuka vrši u zatvorenom skladištu.

⁷ NAPOMENA: Predloženi postupak reklamacije je primenljiv ukoliko se isporuka vrši u zatvorenom skladištu.

Troškove reklamacije iz ovog člana plaća Ugovorna strana koja je pokrenula postupak reklamacije.

Nakon sprovedenog postupka reklamacije, ukoliko se utvrdi da razlika između stvarno isporučene i količine isporučene biomase napisane u Otpremnici iznosi više od ____ [npr. +/-3%], troškove sprovedenog postupka snosi ona Ugovorna strana koja nije bila u pravu.

9. PRELAZAK RIZIKA I SVOJINE NA BIOMASI

9.1. Prelazak rizika

Član 16.

OPCIJA I:

Rizik za slučajnu propast ili oštećenje isporučene biomase prelazi sa Snabdevača na Kupca u ugovorenom mestu isporuke, sa momentom istovara iz kamiona Snabdevača, kojim je izvršena otprema mesečnog anuiteta isporuke biomase.

OPCIJA II:

Rizik za slučajnu propast ili oštećenje isporučene biomase prelazi sa Snabdevača na Kupca u mestu isporuke, sa momentom preuzimanja na utovar u kamion Kupca, kojim će se izvršiti otprema mesečnog anuiteta isporuke biomase sa mesta isporuke.

9.2. Prelazak svojine

Član 17.

U momentu prelaska rizika za slučajnu propast ili oštećenje isporučenog mesečnog anuiteta biomase sa Snabdevača na Kupca, prelazi istovremeno i svojina na ovom mesečnom anuitetu biomase.

10. PLAĆANJE ISPORUČENE BIOMASE

10.1. Način plaćanja

10.1.1 Izdavanje računa

Član 18.

Snabdevač će u roku od najviše 3 (tri) radna dana od dana preuzimanja mesečnog anuiteta od strane Kupca, izdati račun Kupcu za izvršenu isporuku mesečnog anuiteta biomase koju je Kupac preuzeo.

10.1.2 Plaćanje Ugovorene cene

Član 19.

Kupac se obavezuje da u roku od najviše _____ [uneti broj dana, npr. između 5 i 15, ali navesti određeni broj] dana od dana prijema računa, iz člana 18. ovog Ugovora, koji je izdao Snabdevač plati Ugovorenu cenu za isporučenu biomasu.

10.1.3 Zakašnjenje u plaćanju

Član 20.

U slučaju zakašnjenja u plaćanju Snabdevač zadržava pravo da obračuna Kupcu zakonsku zateznu kamatu.

10.1.4 Reklamacije na ispostavljene račune

Član 21.

Reklamacije na ispostavljene račune i reklamacije na obračunate kamate moraju se uložiti u roku od 8 (osam) kalendarskih dana, od dana prijema računa koji je izdao Snabdevač, odnosno obračuna kamate, koju je obračunao Snabdevač, jer će u suprotnom biti odbačene.

10.2. Obezbeđenje izvršenja Ugovornih obaveza Kupca

[Ugovorne strane mogu da se dogovore da Kupac ima obavezu da dostavi oba instrumenta pod a) i b) ili samo jedan koji je prihvatljiv za Snabdevača (kojom prilikom dolazi do prenumeracije brojeva članova u ovom ugovoru)]

a) Instrument obezbeđenja plaćanja Kupca

Član 22.

Kupac se obavezuje da u momentu zaključenja ovog Ugovora, dostavi Snabdevaču četiri važeće i registrovane blanko solo menice, u skladu sa važećim zakonom kojim se uređuje platni promet i važećom odlukom kojom se bliže uređuju uslovi, sadržina i način vođenja registra menica i ovlašćenja, overene pečatom i potpisane od strane lica ovlašćenog za zastupanje Kupca, kojima garantuje uredno izvršenje svih svojih Ugovornih obaveza i to za obezbeđenje plaćanja: isporučene biomase, zakonske zatezne kamate, ugovorne kazne itroškova reklamacije na isporučenu biomasu.

Uz menice iz stava 1 ovog člana, Kupac mora dostaviti Snabdevaču uredno popunjeno i overeno menično ovlašćenje, kao i kopije kartona deponovanih potpisa, koja su izdata od strane poslovne banke koju Kupac navodi u meničnim ovlašćenju, kako bi Snabdevač primljene menice mogao popuniti u skladu sa ovim Ugovorom.

Menice i menična ovlašćenja, iz stava 1 i 2 ovog člana, Snabdevač čuva sve do ispunjenja Ugovornih obaveza Kupca, koje će po završenom poslu vratiti Kupcu, na njegov pisani zahtev.

Menice iz stava 1 ovog člana, Snabdevač će protestovati na naplatu u visini neizvršenih plaćanja po osnovu:

- 1) računa za isporučenu biomasu u skladu sa članom 18. ovog Ugovora,
- 2) obračuna zakonske zatezne kamate u skladu sa članom 20. ovog Ugovora,
- 3) ugovorne kazne u skladu sa članom 25. ovog Ugovora,
- 4) troškova sprovedene reklamacije na isporučenu biomasu u skladu sa članom 15. ovog Ugovora.

Realizacijom bilo koje od blanko solo menica iz stava 1 ovog člana, Kupac je obavezan da dostavi novu blanko solo menicu sa meničnim ovlašćenjem iz stava 2 ovog člana, u roku od 3 (tri) radna dana od dana prijema obaveštenja Snabdevača da je protestovao menicu na naplatu.

Ukoliko Kupac ne dostavi novu blanko solo menicu (sa odgovarajućim meničnim ovlašćenjem) iz stava 5 ovog člana, Snabdevač ima pravo da jednostrano raskine ugovor i druga prava koja se vezuju za raskid Ugovora.

b) Instrument garantovanja urednog izvršenja svih Ugovornih obaveza Kupca

Član 23.

Kupac se obavezuje da Snabdevaču dostavi neopozivu, bezuslovnu (bez prigovora) i na prvi pisani poziv naplativu bankarsku garanciju za uredno izvršenje svih svojih obaveza iz ovog Ugovora u visini od _____ dinara/evra [visina se utvrđuje kao % vrednosti ugovorene godišnje isporuke biomase između Kupca i Snabdevača].

Snabdevač će bankarsku garanciju iz stava 1 ovog člana protestovati na naplatu, ukoliko Kupac Snabdevaču u ugovorenom roku ne plati: isporučenu biomasu, zakonsku zateznu kamatu, ugovornu kaznu i troškove reklamacije na isporučenu biomasu.

Bankarsku garanciju iz stava 1. ovog člana, Kupac predaje nakon zaključenja ovog Ugovora, koji stupa na snagu od momenta dostavljanja bankarske garancije.

Bankarska garancija se izdaje na period od 12 (dvanaest) meseci uz automatsko obnavljanje na godišnjem nivou, tako da pokrije period koji je najmanje 30 (trideset) dana duže od roka određenog za konačno izvršenje posla po ovom Ugovoru.

Kupac se obavezuje da Snabdevača obavesti o obnavljanju bankarske garancije najkasnije 30 (trideset) dana pre dospeća garancije za prethodni period od 12 (dvanaest) meseci.

Ako se za vreme trajanja Ugovora promene rokovi za izvršenje Ugovorne obaveze, važnost bankarske garancije iz ovog člana, mora da se produži.

U slučaju da Kupac podnese bankarsku garanciju strane banke, ta banka mora biti prihvatljiva za Snabdevača.

U slučaju da bankarska garancija iz stava 1 ovog člana, bude protestovana na naplatu i naplaćena, a ovaj Ugovor bude i dalje na snazi, Kupac je dužan da novu bankarsku garanciju sa svim osobinama iz stava 1, 2 i 4 ovog člana dostavi Snabdevaču u najkraćem roku [može da se doda: koji ne može biti duži od 30 (trideset) dana] od dana prijema obaveštenja Snabdevača da je protestovao bankarsku garanciju iz stava 1 ovog člana na naplatu.

11. UGOVORNA KAZNA

11.1 Ugovorna kazna za Snabdevača

Član 24.

U slučaju da Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, Kupac ima pravo da Snabdevaču naplati ugovornu kaznu u visini od 3% vrednosti mesečnog anuiteta isporuke biomase za svaki dan zakašnjenja, a najduže za period od 10 (deset) dana.

Ukoliko Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu biomase u roku od 10 (deset) dana od dana ugovorene isporuke, Kupac ima pravo na kupovinu radi pokrića iz člana 26. ovog Ugovora.

U slučaju da Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, 2 (dva) mesečna anuiteta isporuke biomase u toku kalendarske godine, Kupac ima pravo da Snabdevaču naplati ugovornu kaznu u visini od _____ [npr. 25% vrednosti godišnje (3 (tri) mesečna anuiteta) isporuke biomase] i da raskine ovaj Ugovor.

11.2 Ugovorna kazna za Kupca

Član 25.

U slučaju da Kupac ne najavi i ne preuzme od Snabdevača mesečni anuitet isporuke biomase u ugovorenom periodu do 10. dana u mesecu ili u produženom roku od dodatnih 10 (deset) dana uz naplatu zatezne kamate za Ugovornu cenu ovog anuiteta, Snabdevač ima pravo da proda biomasu iz konkretnе mesečne isporuke trećem licu i da razliku u ceni naplati od Kupca, čime se Kupac ne oslobođa ugovorne kazne i drugih obaveza iz ovog ugovora.

U slučaju da Kupac ne preuzima biomase prema ugovorenoj dinamici, i u toku jedne kalendarske godine ne najavi i ne preuzme 2 (dva) mesečna anuiteta isporuke biomase, Snabdevač ima pravo da Kupcu naplati ugovornu kaznu u visini od _____ [npr. 25% vrednosti godišnje (3 (tri) mesečna anuiteta) isporuke biomase] i da raskine ovaj Ugovor.

12. OBEZBEĐENJE IZVRŠENJA ISPORUKE BIOMASE

12.1 Kupovina radi pokrića

Član 26.

U slučaju da Snabdevač ne stavi na raspolaganje Kupcu ugovorenog količinu mesečnog anuiteta isporuke biomase - stajnjaka, na mestu isporuke prema dinamici isporuke, Kupac ima pravo da od trećeg lica kupi neisporučenu ugovorenog količinu mesečnog anuiteta druge vrste biomase, kako bi se obezbedio kontinuitet proizvodnje energije u postrojenju koje se snabdeva, kao i da od Snabdevača

naplati razliku između cene uvećane za sve troškove druge vrste biomase, isporučenih od strane trećeg lica u skladu sa ovim članom i prosečne cene anuiteta isporuke biomase - stajnjaka u poslednja tri meseca koja su prethodili anuitetu isporuke na koji je primenjen kupovina radi pokrića iz ovog člana.

U slučaju iz stava 1. ovog člana, Kupac ima obavezu da, o kupovini druge vrste biomase od trećeg lica, umesto neisporučene ugovorene količine mesečnog anuiteta isporuke biomase-stajnjaka, obavesti Snabdevača dva (2) radna dana pre zaključenja ugovora sa tim trećim licem.

12.2 Obezbeđenje izvršenja Ugovornih obaveza Snabdevača

[Ugovorne strane mogu da se dogovore da Snabdevač ima obavezu da dostavi oba instrumenta pod a) i b) ili samo jedan koji je prihvativ za Kupca]

a) Instrument obezbeđenja plaćanja obaveza Snabdevača

Član 27.

Snabdevač se obavezuje da u trenutku potpisivanja ovog Ugovora dostavi Kupcu tri važeće i registrovane blanko solo menice, u skladu sa važećim zakonom kojim se uređuje platni promet i važećom odluku kojom se bliže uređuju uslovi, sadržina i način vođenja registra menica i ovlašćenja, overene pečatom i potpisane od strane lica ovlašćenog za zastupanje Snabdevača, kojima garantuje uredno izvršenje svih svojih Ugovornih obaveza i to za obezbeđenje plaćanja: ugovorne kazne, razlike između troškova kupovine radi pokrića od trećih lica i Ugovorene cene biomase za tekuću godinu i troškova reklamacije na isporučenu biomasu.

Uz menicu iz stava 1 ovog člana, Snabdevač mora dostaviti Kupcu uredno popunjeno i overeno menično ovlašćenje, kao i kopije kartona deponovanih potpisa, koja su izdata od strane poslovne banke koju Snabdevač navodi u meničnom ovlašćenju, kako bi Kupac primljene menica mogao popuniti u skladu sa ovim Ugovorom.

Menice i menično ovlašćenje, iz stava 1 i 2 ovog člana, Kupac čuva sve do ispunjenja Ugovornih obaveza Snabdevača, koje će po završenom poslu vratiti na pisani zahtev Snabdevača.

Menice iz stava 1 ovog člana, Kupac će protestovati na naplatu u visini neizvršenih plaćanja po osnovu:

- 1) ugovorne kazne u skladu sa članom 24. ovog Ugovora,
- 2) razlike između troškova kupovine radi pokrića od trećih lica i Ugovorene cene biomase za tekuću godinu u skladu sa članom 26. ovog Ugovora,
- 3) troškova reklamacije na isporučenu biomasu u skladu sa član 15. ovog Ugovora.

Realizacijom bilo koje od blanko solo menica iz stave 1 ovog člana, Snabdevač je obavezan da dostavi novu blanko solo menicu sa meničnim ovlašćenjima iz stave 2 ovog člana, u roku od 3 (tri) radna dana od dana prijema obaveštenja Kupca da je protestovao menicu na naplatu.

Ukoliko Snabdevač ne dostavi novu blanko solo menicu (sa odgovarajućim meničnim ovlašćenjem) iz stava 5 ovog člana, Kupac ima pravo da jednostrano raskine ugovor i druga prava koja se vezuju za raskid ugovora.

b) Instrument garantovanja isporuke biomase**Član 28.**

Snabdevač je dužan da Kupcu dostavi neopozivu, bezuslovnu (bez prigovora) i na prvi pisani poziv naplativu bankarsku garanciju za uredno izvršenje svih svojih obaveza iz ovog Ugovora u iznosu od _____ dinara/evra [visina se utvrđuje u rasponu od 10% do 20% od vrednosti ugovorene godišnje isporuke biomase].

Kupac će bankarsku garanciju iz stava 1 ovog člana protestovati na naplatu ukoliko Snabdevač ne izvrši bilo koju obavezu na čije izvršenje se obavezao ovim Ugovorom.

Bankarsku garanciju iz stava 1. ovog člana, Snabdevač predaje nakon zaključenja ovog Ugovora, koji stupa na snagu od momenta dostavljanja bankarske garancije.

Bankarska garancija se izdaje na period od 12 (dvanaest) meseci uz automatsko obnavljanje na godišnjem nivou, tako da pokrije period koji je najmanje 30 (trideset) dana duže od roka određenog za konačno izvršenje posla po ovom Ugovoru.

Snabdevač se obavezuje da Kupca obavesti o obnavljanju bankarske garancije najkasnije 30 (trideset) dana pre dospeća garancije za prethodni period od 12 (dvanaest) meseci.

Ako se za vreme trajanja Ugovora promene rokovi za izvršenje Ugovorne obaveze, važnost bankarske garancije iz stava 1 ovog člana, mora da se produži.

U slučaju da Snabdevač podnese bankarsku garanciju strane banke, ta banka mora da bude prihvatljiva za Kupca.

U slučaju da bankarska garancija iz stava 1. ovog člana, bude protestovana na naplatu i naplaćena, a ovaj Ugovor bude i dalje na snazi, Snabdevač je dužan da novu bankarsku garanciju sa svim osobinama iz stava 1, 2 i 4 ovog člana dostavi Kupcu u najkraćem roku [može da se stavi koji ne može biti duži od 30 (trideset) dana] od dana prijema obaveštenja Kupca da je protestovao bankarsku garanciju iz stava 1 ovog člana na naplatu.

13. PRAVO KUPCA NA NAKNADU ŠTETE**Član 29.**

Ukoliko jedna Ugovorna strana prouzrokuje štetu drugoj Ugovornoj strani, onda oštećena Ugovorna strana ima pravo da zahteva naknadu prouzrokovane štete od druge Ugovorne strane ili lica koja postupaju po nalogu druge Ugovorne strane, ukoliko ista šteta nije već nadoknađena po drugom osnovu.

Ukoliko prouzrokovana šteta iz stave 1. ovog, prevazilazi naknadu koju je oštećena Ugovorna strana ostvarila od druge Ugovorne strane po drugom osnovu, onda oštećena Ugovorna strana ima pravo na naknadu štete u visini razlike između visine prouzrokovane štete i ostvarene naknade.

14. IZMENE UGOVORA

Član 30.

Ovaj Ugovor se može izmeniti samo Aneksom u pisanoj formi i bilo kakve izmene i/ili dopune ovog Ugovora koje nisu sačinjene u pismenoj formi ne proizvode pravno dejstvo.

U slučaju promene pravne forme Ugovornih strana ovaj Ugovor će se izmeniti u skladu sa tim.

Ugovor se može izmeniti i u drugim slučajevima, shodno volji Ugovornih strana, u skladu sa zakonom.

15. JEDNOSTRANI RASKID UGOVORA

Član 31.

Potpisivanjem ovog Ugovora Kupac garantuje da posluje i da će za čitavo vreme važenja ovog Ugovora poslovati u skladu sa zakonom i drugim pozitivnim propisima važećim u Republici Srbiji. Postojanje okolnosti na strani Kupca koje su suprotne navedenom garantovanju, mogu biti povod su Snabdevaču za jednostrani raskid ovog Ugovora.

Snabdevač može, shodno odredbama ovog Ugovora jednostrano raskinuti isti Ugovor iz sledećih razloga:

1) ukoliko Kupac ne dostavi Snabdevaču instrumente obezbeđenja plaćanja Ugovornih obaveza od strane Kupca, u ugovorenom roku (član 22. stav 5 i član 23. stav 8 ovog Ugovora/ član 22. stav 5 ovog Ugovora/ član 23. stav 8 ovog Ugovora);

2) ako Kupac ne plati dug (troškove, kamate i glavnici) u roku _____ dana od njegovog dospeća;

3) ukoliko Kupac ne preuzima biomasu prema ugovorenoj dinamici, te ne najavi i ne preuzme 2 (dva) mesečna anuiteta isporuke biomase u toku kalendarske godine (član 25. stav 2 ovog Ugovora).

Kupac može, shodno odredbama ovog Ugovora jednostrano raskinuti isti Ugovor iz sledećih razloga:

1) ukoliko Snabdevač ne dostavi Kupcu instrumente obezbeđenja plaćanja Ugovornih obaveza, u Ugovorenom roku (član 27. stav 5 i član 28. stav 8 ovog Ugovora/ član 27. stav 5 ovog Ugovora/ član 28. stav 8 ovog Ugovora);

2) ukoliko Snabdevač ne stavi na raspolaganje radi preuzimanja Kupcu 2 (dva) mesečna anuiteta isporuke biomase u toku kalendarske godine (član 24. stav 3 ovog Ugovora);

3) ukoliko Snabdevač ne stavi na raspolaganje biomasu Kupcu na ugovorenom mestu u ugovorenou vreme, Kupac je kупи od trećeg lica, a Snabdevač odbije da plati razliku između cene uvećane za sve troškove isporuke biomase isporučene od strane trećeg lica i Ugovorene cene koja je

utvrđena u tekućoj godini (član 26. stav 1. ovog Ugovora).

Osim u slučajevima iz stava 2 i 3 ovog člana, svaka Ugovorna strana može jednostrano raskinuti ovaj Ugovor i ukoliko utvrdi da je druga Ugovorna strana u postupku zaključivanja ovog Ugovora koristila netačne ili lažne podatke.

Jednostrani raskid ugovora i sve druge radnje u vezi raskida (upozorenja, utvrđivanje roka produženja važenja ugovora i druge) moraju biti učinjene isključivo u pisanoj formi i takve dostavljene drugoj Ugovornoj strani.

Ako jedna Ugovorna strana jednostrano raskine ovaj Ugovor bez obrazloženja i protivno odredbama ovog člana, druga Ugovorna strana ima pravo na naknadu sve štete zbog jednostranog raskida ovog Ugovora.

U slučaju da jedna Ugovorna strana zahteva jednostrani raskid ovog Ugovora iako druga Ugovorna strana uredno izvršava svoje ugovorne obaveze, strana koja je zahtevala raskid ugovora ima obavezu da drugoj Ugovornoj strani isplati na ime obeštećenja iznos u visini od _____ [npr. 25% vrednosti godišnje (3 (tri) mesečna anuiteta) isporuke biomase], kao i da joj nadoknadi svu prouzrokovana štetu.

16. VIŠA SILA

Član 32.

Propust Ugovornih strana da ispune bilo koje obaveze ili odredbe iz ovog Ugovora ne dovodi do zahteva jedne Ugovorne strane prema drugoj, niti će se to smatrati povredom ovog Ugovora, ukoliko je takvo neispunjerenje posledica više sile.

Viša sila u smislu stava 1. ovog člana, podrazumeva svaki nepredvidiv ili neizbežan događaj koji je izvan moći i volje Ugovornih strana. Kao slučajevi više sile koji oslobađaju Ugovorne strane od obaveza u skladu sa ovim Ugovorom smatraće se sledeći slučajevi koji nakon zaključenja ovog Ugovora svojom pojavom budu sprečavali izvršenje ugovora: požar, poplava, zemljotresi, epidemije, štrajkovi i druge nepredvidive prirodne nepogode izvan kontrole Ugovornih strana, kao i rat, ratna dejstva, ustank, sabotaža, uvođenje embarga ili blokade, neprijateljsko delovanje ili sankcije neke države uvedene "de jure" ili "de facto". Pored navedenog, pod višom silom se podrazumeva svaki događaj, okolnost ili kombinacija događaja i okolnosti, koji izlaze iz kruga redovnih događaja i okolnosti na koje je Ugovorna strana mogla uticati, odnosno koji nisu prouzrokovani krivicom ili nepažnjom Ugovorne strane, a koji su nastali na dan odnosno nakon zaključenja ovog Ugovora, i koji utiču na ostvarenje prava i obaveza koje proizilaze iz ovog Ugovora, a čiji uticaj Ugovorne strane i pored razumne pažnje nisu mogle da predvide, spreče, otklone ili ublaže. Obaveze čije je izvršenje sprečeno postojanjem više sile biće odložene u dužini trajanja više sile.

Ugovorna strana koja usled delovanja više sile zahteva da bude oslobođena od izvršenja obaveza mora drugu stranu da obavesti u pisanoj formi i navede činjenice o postojanju više sile, očekivanom vremenu trajanja više sile i dokaze o postojanju više sile.

Odgovarajućim dokazom o uticaju više sile na onemogućavanje, odnosno otežano izvršavanje Ugovornih obaveza smatra se uverenje Privredne komore Srbije o nastanku i dejstvu više sile na koju se poziva Ugovorna strana.

Po prestanku delovanja više sile, Ugovorne strane će nastaviti sa izvršavanjem odloženih obaveza koje će ponovo postati operativne.

Ako delovanje više sile spreči Isporučioca da izvrši svoje obaveze (ili deo svojih obaveza) u periodu dužem od tri meseca, Ugovorne strane će se dogovoriti o daljem postupanju vezanom za ovaj Ugovor.

17. PRESTANAK UGOVORNOG ODNOSA

Član 33.

Ugovor prestaje protekom roka izvršenja Ugovornih obaveza.

Izuzetno ugovor prestaje raskidom ugovora, Ugovor ostaje na snazi do poravnjanja izvršenih obaveza.

Ugovor može da prestane i prestankom Ugovorne strane.

Ukoliko u toku trajanja ugovora dođe do vlasničke, svojinske ili statusne promene kod bilo koje Ugovorne strane, ugovor ostaje na snazi i preuzima ga pravni sledbenik Ugovorne strane.

18. REŠAVANJE SPOROVA

Član 34.

Ugovorne strane će sve sporove, nesuglasice ili zahteve koji proisteknu iz ili u vezi sa Ugovorom ili neizvršenjem Ugovornih obaveza, raskidom ili nevaženjem ovog Ugovora rešavati mirnim putem.

OPCIJA I

Ukoliko Ugovorne strane ne uspeju da reše mirnim putem sve sporove, nesuglasice ili zahteve koji proisteknu iz ili u vezi sa ovim Ugovorom ili neizvršenjem Ugovornih obaveza, raskidom ili nevaženjem istog, iste će rešiti stvarno nadležni sud u _____.

OPCIJA II

Ukoliko Ugovorne strane ne uspeju da reše mirnim putem sve sporove, nesuglasice ili zahteve koji proisteknu iz ili u vezi sa Ugovorom ili neizvršenjem Ugovornih obaveza, raskidom ili nevaženjem istog, iste će rešiti Spoljnotrgovinska arbitraža _____ [navesti ime institucionalne Arbitraže, npr. Međunarodne privredne komore u Parizu, Privredne komore Srbije, Privredne komore Stokholma ili neke druge].

Arbitražno veće činiće _____ [npr. tri ili jedan] arbitra/r.

Sedište Arbitražnog veća biće _____ [utvrditi mesto gde će se odvijati arbitraža, npr. Pariz, Beograd, Stokholm ili već drugo odgovarajuće mesto].

Arbitraža će primeniti [utvrditi naziv države čije materijalno pravo će se primeniti, npr. Švajcarsko] materijalno pravo.

Jezik arbitraže će biti _____ [navesti jezik na kom će se odvijati arbitražni postupak, npr. Engleski].

19. OBAVEŠTAVANJE

Član 35.

Ugovorne strane se obavezuju na pravovremeno obaveštavanje druge strane o svim okolnostima koje utiču na izvršavanje ovog Ugovora, kao i promenama koje bitno utiču na izvršavanje prihvaćenih obaveza.

S tim u vezi, obe Ugovorne strane će:

- 1) pravovremeno obaveštavati drugu Ugovornu stranu pisanim putem o eventualno postojećim ograničenjima, tehničke, materijalne, pravne ili bilo koje druge prirode, koja usporavaju, prekidaju ili onemogućavaju isporuke ugovorene robe ili jednog njenog dela ili aktivnostima trećih osoba koje bi mogle u bitnom uticati na isporuku ugovorene robe,
- 2) u svemu postupati u skladu sa opšte prihvaćenim standardima poslovanja i pažnjom dobrog privrednika i odgovarati svaka za svoje preuzete obaveze.

Član 36.

Sva obaveštenja koja jedna Ugovorna strana bude dostavljala drugoj Ugovornoj strani u skladu sa ovim Ugovorom, slaće se u pisanoj formi poštom preporučeno sa povratnicom, ili putem telefaksa ili elektronske pošte (koji će biti potvrđen u pisanoj formi), na dole navedene adrese:

a) adresa Snabdevača:

ime naziv: _____

adresa: _____

imejl: _____

faks: _____

kontakt osoba: _____

b) adresa Kupca:

ime naziv: _____

adresa: _____

imejl: _____

faks: _____

kontakt osoba: _____

20. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA

Član 37.

U sprovođenju ovog Ugovora, Ugovorne strane se obavezuju na postupanje kojim se ne nanosi šteta drugoj strani.

Ugovorne strane su saglasne i preuzimaju obavezu da neograničeno, tokom perioda trajanja kao i nakon prestanka važenja ovog Ugovora, kao i za slučaj njegovog raskida poštuju obavezu čuvanja poslovne tajne i drugih poverljivih informacija, te će se suzdržavati od upotrebe ili objavljivanja informacija koje bi činile poslovnu tajnu i druge poverljive informacije, a čije objavljivanje nije u skladu sa ovim Ugovorom ili za to nije dobijena potrebna saglasnost obe Ugovorne strane.

Kako tokom trajanja ovog Ugovora tako i nakon njegovog raskida odnosno prestanka važenja, Ugovorne strane se obavezuje na sledeće:

- 1) da će čuvati poslovnu tajnu i sve poverljive informacije u strogoj tajnosti i da će se uzdržavati od bilo kakvog njihovog obelodanjivanja i/ili objavljivanja i/ili prenošenja poverljivih informacija, u celosti ili delimično, bilo direktno ili indirektno, bilo kom trećem licu, bez dobijanja prethodnog pismenog odobrenja od strane druge Ugovorne strane;
- 2) da neće koristiti bilo koje poverljive informacije u bilo koju svrhu osim u cilju izvršavanja Ugovornih obaveza u skladu sa ovim Ugovorom.

Izuzeci od čuvanja poslovne tajne i drugih poverljivih informacija iz stava 2 ovog člana, postoje kada se podaci dostavljaju banci, drugoj finansijskoj, odnosno kreditnoj ustanovi ili potencijalnom investitoru, kada postoji obaveza dostavljanja ili objavljivanja podataka u skladu sa zakonskim propisima ili kada to zahteva nadležno državno telo.

21. PRELAZNE I ZAVRŠNE ODREDBE

Član 38.

Ovaj Ugovor poništava, nadjačava i zamenjuje sve prethodne ugovore ili sporazume, usmene ili pismene, između Ugovornih strana po pitanju njegove predmetne materije.

Član 39.

Ovaj Ugovor se smatra zaključenim na dan kada su ga potpisali ovlašćeni zastupnici obe Ugovorne strane, a ako ga ovlašćeni zastupnici nisu potpisali na isti dan, Ugovor se smatra zaključenim na dan drugog potpisa po vremenskom redosledu.

Ovaj Ugovor stupa na snagu narednog dana nakon što obe Ugovorne strane međusobno dostave sredstva obezbeđenja izvršenja Ugovornih obaveza, osim odredaba članova 22, 23, 27 i 28. koje stupaju na snagu danom potpisivanja ovog Ugovora.

Član 40.

Ovaj Ugovor je sastavljen u _____ [četiri (4)] istovetna primerka, od kojih svaka Ugovorna strana zadržava po _____ [dva (2)] primerka.

SNABDEVAČ

KUPAC

MODEL UGOVORA¹ O DUGOROČNOM SNABDEVANJU POLJOPRIVREDNOM BIOMASOM ZA POTREBE PROIZVODNJE ENERGIJE



¹ NAPOMENA: Svaki ugovor je rezultat saglasnosti volja ugovornih strana, a predloženi model u pravnom smislu predstavlja samo moguće varijante Ugovora o dugoročnom snabdevanju poljoprivrednom biomasom za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

SADRŽAJ:

MODEL UGOVORA O DUGOROČNOM SNABDEVANJU POLJOPRIVREDNOM BIOMASOM ZA POTREBE PROIZVODNJE ENERGIJE	33
UVODNE NAPOMENE.....	36
1. POJMOVI	38
2. PREDMET UGOVORA.....	39
3. UGOVORNİ PERIOD	39
4. KARAKTERISTIKE POLJOPRIVREDNE BIOMASE.....	39
4.1 Ugovorena količina poljoprivredne biomase.....	39
4.2 Ugovoreni kvalitet poljoprivredne biomase	40
5. UGOVORENA CENA	40
6. MESTO ISPORUKE.....	41
7. OBAVEZE UGOVORNIH STRANA.....	42
7.1 Obaveze Snabdevača	42
7.1.1 Glavna obaveza Snabdevača.....	42
7.1.2 Vremenska dinamika isporuke poljoprivredne biomase	42
7.2 Obaveze Kupca	43
8. UTVRDIVANJE KOLIČINE I KVALITETA ISPORUČENE POLJOPRIVREDNE BIOMASE	44
8.1 Utvrđivanje količine	44
8.2 Utvrđivanje kvaliteta.....	44
8.3 Postupak reklamacije na isporučenu poljoprivrednu biomasu.....	44
9. PRELAZAK RIZIKA I SVOJINE NA POLJOPRIVREDNOJ BIOMASI.....	45
9.1. Prelazak rizika.....	45
9.2. Prelazak svojine.....	45
10. PLAĆANJE ISPORUČENE POLJOPRIVREDNE BIOMASE.....	46
10.1. Način plaćanja	46
10.1.1 Izdavanje računa	46
10.1.2 Plaćanje Ugovorene cene.....	46
10.1.3 Zakašnjenje u plaćanju.....	46
10.1.4 Reklamacije na ispostavljene račune	46
10.2. Obezbeđenje izvršenja Ugovornih obaveza Kupca	46

11. UGOVORNA KAZNA	48
11.1 Ugovorna kazna za Snabdevača.....	48
11.2 Ugovorna kazna za Kupca	48
12. OBEZBEĐENJE IZVRŠENJA ISPORUKE POLJOPRIVREDNE BIOMASE	49
12.1 Kupovina radi pokrića.....	49
12.2 Obezbeđenje izvršenja Ugovornih obaveza Snabdevača.....	49
13. PRAVO KUPCA NA NAKNADU ŠTETE	51
14. IZMENE UGOVORA.....	51
15. JEDNOSTRANI RASKID UGOVORA	51
16. VIŠA SILA	52
17. PRESTANAK UGOVORNOG ODNOSA	53
18. REŠAVANJE SPOROVA	53
19. OBAVEŠTAVANJE	54
20. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA	55
21. PRELAZNE I ZAVRŠNE ODREDBE.....	56

UVODNE NAPOMENE

Proizvodnja električne i/ili toplotne energije iz poljoprivredne biomase je jedan od vidova proizvodnje energije iz obnovljivih izvora energije.

Sigurnost i kontinuitet snabdevanja proizvođača energije iz poljoprivredne biomase je jedan od osnovnih elemenata sigurnosti proizvodnje potrebne količine energije iz postrojenja za proizvodnju energije iz poljoprivredne biomase i samim tim snabdevanja kupaca energije, što je jedan od osnovnih ciljeva i suštinski smisao same delatnosti proizvodnje energije, a time i uspešnosti ovog poslovnog poduhvata.

Instrument sigurnosti i kontinuiteta snabdevanja postrojenja za proizvodnju energije iz biomase je ugovor o dugoročnom snabdevanju biomasom. Ovaj ugovor je istovremeno i instrument obezbeđenja finansijske održivosti investicije u postrojenju za proizvodnju energije iz biomase, baš zato što se na taj način obezbeđuje sirovina za proizvodnju energije.

Ovaj ugovor ima za predmet dugoročno snabdevanje poljoprivrednom biomasom za proizvodnju energije.

Svrha ovog Ugovora je smanjenje poslovnog rizika u proizvodnji i prodaji poljoprivredne biomase (energetskih zasada, voćarstva, povtarstva ili druge biljne proizvodnje ili prerade) i povećanoj sigurnosti snabdevanja kao temelja za dugoročno planiranje proizvodnje, razvoja i ostvarivanje poslovnih ciljeva kupca ove biomase, koji je istovremeno i proizvođač energije iz postrojenja za proizvodnju energije iz poljoprivredne biomase.

Maj, 2016.

MODEL UGOVORA²
O
DUGOROČNOM SNABDEVANJU POLJOPRIVREDNOM BIOMASOM
ZA POTREBE PROIZVODNJE ENERGIJE

zaključen između ugovornih strana:

1. Snabdevač³: _____, koga zastupa i predstavlja (_____, direktor)

Adresa: _____

Matični broj: _____

PIB: _____

Tekući račun: _____

- u daljem tekstu: Snabdevač

i

2. Kupac: _____, koga zastupa i predstavlja (_____, direktor)

Adresa: _____

Matični broj: _____

PIB: _____

Tekući račun: _____

- u daljem tekstu: Kupac

²NAPOMENA: Svaki ugovor je rezultat saglasnosti volja ugovornih strana, a predloženi model u pravnom smislu predstavlja samo moguće varijante Ugovora o dugoročnom snabdevanju poljoprivrednom biomasom za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

³NAPOMENA: Ukoliko je Snabdevač fizičko lice, on će umesto matičnog broja, (što u skladu sa zakonom može uključiti i PIB), uneti svoj JMBG ili broj lične karte.

1. POJMOVI

Član 1.

Pojmovi u ovom ugovoru (u daljem tekstu: Ugovor) imaju sledeće značenje za Ugovorne strane:

- 1) **ugovorne strane** su Snabdevač i Kupac;
- 2) **snabdevač** je pravno lice ili preduzetnik, vlasnik⁴ i proizvođač energetskih zasada ili vlasnik voćnjaka, povrtnjaka ili druge biljne proizvodnje ili prerade, odnosno drugo lice koje trguje energetskim zasadima i drugom poljoprivrednom biomasom, koja može da bude korišćena kao emergent;
- 3) **kupac** je privredni subjekt vlasnik postrojenja koje proizvodi ili investitor u postrojenje koje će proizvoditi energiju iz poljoprivredne biomase;
- 4) **poljoprivredna biomasa - biomasa** je sirovina za proizvodnju energije, ugovorene količine i kvaliteta (energetski zasadi, voće, povrće ili drugi biljni proizvodi ili preradeni ovi proizvodi);
- 5) **snabdevanje poljoprivrednom biomasom** podrazumeva proizvodnju i stavljanje na raspolaganje radi preuzimanja ugovorene količine poljoprivredne biomase, izražene u ugovorenoj mernoj jedinici (najčešće kg), neophodne za kontinuirano i dugoročno snabdevanje Kupca;
- 6) **ugovorne obaveze su obaveze Ugovornih strana utvrđene u ovom ugovoru;**
- 7) **ugovorni period** je period trajanja ugovora;
- 8) **mesto isporuke** je mesto, na kome se Kupcu stavlja na raspolaganje radi preuzimanja poljoprivredna biomasa ugovorne vrste/vrsta, količine i kvaliteta. Mesto isporuke može biti skladište, privremeno skladište ili bilo koje drugo mesto utvrđeno ugovorom kao mesto isporuke;
- 9) **stavi na raspolaganje radi preuzimanja – isporuči;**
- 10) **privremeno skladište** je mesto privremenog karaktera, na atarskom putu, na kome se Kupcu stavlja na raspolaganje radi preuzimanja poljoprivredna biomasa ugovorne vrste/vrsta, količine i kvaliteta;
- 11) **otpremnica** je propratni dokument koji izdaje Snabdevač i koji prati robu u toku transporta od mesta utovara do mesta opredeljenja;
- 12) **poverljive informacije** su bilo koje informacije u vezi sa ovim Ugovorom ili u vezi sa izvršavanjem ovog Ugovora, za koje su se Ugovorne strane dogovorile da su poverljive, kao i druge informacije koje su na bilo koji način ovlašćena lica Ugovornih strana mogla saznati o drugoj Ugovornoj strani tokom izvršavanja svojih Ugovornih obaveza, a koje nisu javne, koje su poverljive i/ili vlasničke po svojoj prirodi, uključujući bez ograničenja dokumente, materijale tehničke, operativne, ekonomске, planske, poslovne ili finansijske prirode, koje mogu biti dostavljene Snabdevaču ili Kupcu u skladu sa ovim Ugovorom, ili sa kojima se Snabdevač ili Kupac mogu upoznati ili kojima imaju pristup usled obaveza koje izvršavaju u skladu sa ovim Ugovorom.

⁴NAPOMENA: Ukoliko je Snabdevač fizičko lice, na njega se shodno primenjuju odredbe ovog ugovora, uz primenu člana 85. stav 2. Zakona o porezu na dohodak građana („Sl. glasnik RS“ br. 24/01, 80/02, 135/04, 62/06, 65/06, 31/09, 44/09, 18/10, 50/11, 91/11 - odluka US, 7/12, 93/12, 114/12 - odluka US, 8/13, 47/13, 48/13, 108/13, 6/14, 57/14, 68/14, 5/15, 112/15 i 5/16), što znači da mora da ispunjava tri uslova i to: 1) da nije registrovano poljoprivredno gazdinstvo; 2) da ne plaća doprinose po rešenju poreske uprave i 3) da nije korisnik poljoprivredne penzije.

2. PREDMET UGOVORA

Član 2.

Ovim ugovorom o dugoročnom snabdevanju poljoprivrednom biomasom od strane Snabdevača, Snabdevač se obavezuje da u Ugovornom periodu od _____ [uneti broj godina, npr. 12 (dvanaest)] godina, snabdeva Kupca poljoprivrednom biomasom namenjenoj proizvodnji energije, i da u Ugovorenem periodu stavi na raspolaganje radi preuzimanja ugovorenog količinu i kvalitet poljoprivredne biomase na ugovoren način, na ugovorenom mestu isporuke _____, a Kupac se obavezuje da preuzeće isporučenu poljoprivrednu biomasu i da plati Snabdevaču Ugovoren cenu, prema ugovoren dinamici plaćanja.

3. UGOVORNI PERIOD

Član 3.

Ugovor se zaključuje na period _____ [uneti broj godina, npr. 12 (dvanaest)] godina.

Prva isporuka će se izvršiti početkom _____ [meseca] _____ godine.

4. KARAKTERISTIKE POLJOPRIVREDNE BIOMASE

4.1 Ugovorena količina poljoprivredne biomase

Član 4.

Snabdevač se obavezuje da Kupcu stavi na raspolaganje radi preuzimanja poljoprivrednu biomasu vrste _____ [uneti vrstu ili vrste poljoprivredne biomase npr. slama, kukuruzovina i sl., ukoliko je potrebno uneti kao alternative različite količine za različite vrste biomase – za definisanje vrsta biomase preporučuje se primena Kataloga proizvoda od poljoprivredne biomase], u količini od _____ kg mesečno što godišnje iznosi _____ kg, a u toku Ugovornog perioda ukupno iznosi _____ kg.

4.2 Ugovoreni kvalitet poljoprivredne biomase⁵

Član 5.

Snabdevač se obavezuje da Kupcu u toku Ugovornog perioda isporuči poljoprivrednu biomasu vrste _____ [uneti vrstu ili vrste poljoprivredne biomase], sledećih karakteristika:

- deo biljke ili cela biljka [navesti koji deo ili delovi, npr. cela biljka, stabljika i lišće, ljuška, zrnasti otpad, itd.]
- prosečna vlažnost od ____ do ____ utvrđeno specijalizovanim propisno baždarenim uređajem za terensko merenje vlažnosti poljoprivredne biomase, što se prilikom svakog merenja dokazuje sertifikatom o baždarenju izdatim od strane ovlašćene sertifikovanog tela za baždarenje ovakvih uređaja,
- forma biomase [briketi, peleti, rol-bale, rinfuz, itd.],
- gustina biomase od ____ do ____ kg/m³,
- i sl.

Snabdevaču je poznata posebna namena biomase koja se isporučuje, korišćenje u kotlovima na biomasu, i saglasan je da ____ [vrsta ugovorene poljoprivredne biomase, npr. slama] mora ispunjavati i posebne uslove da bi bila upotrebljiva u ovu svrhu, čak i ako takvi zahtevi nisu navedeni u ovom ugovoru i prilozima, ili u sadašnjim ili budućim standardima kvaliteta.

5. UGOVORENA CENA

Član 6.

Kupac se obavezuje da Snabdevaču nakon svake isporuke plati Ugovorenu cenu biomase u visini od _____ evra/kg, u dinarskoj protivvrednosti, po srednjem kursu Narodne banke Srbije, na dan fakturisanja.

Cena 1 (jednog) kg poljoprivredne biomase jednaka je: _____.

[Primer br. 1.

ceni 1,25 kWh električne energije koja se prodaje industriji sa potpunim snabdevanjem, tj. 1 (jednog) kg poljoprivredne biomase sa ____% [ubaciti referentnu vlažnost za koju važi ugovorena cena] prosečne vlažnosti po mesečnom anuitetu isporuke vredi koliko i 1 kWh električne energije koja se prodaje industriji sa potpunim snabdevanjem.

Primer br. 2.

- 0.3 vrednosti prosečne cene zrna pšenice za prethodni mesec sa ____% [ubaciti referentnu vlažnost za koju važi ugovorena cena] prosečne vlažnosti po mesečnom anuitetu isporuke, iskazanoj

⁵NAPOMENA: Predloženi kvalitet je kvalitet koji se uobičajeno ugovara, ali Ugovorne strane mogu utvrditi i drugačije. Za definisanje kvaliteta poljoprivredne biomase može se koristiti Katalog proizvoda od poljoprivredne biomase.

[npr. na Produktnoj berzi u Novom Sadu] u odnosu na mesec u kom se vrši isporuka, što se utvrđuje prilikom svake isporuke mesečnog anuiteta poljoprivredne biomase.]

Svako povećanje procenata vlažnosti mesečnog anuiteta isporuke poljoprivredne biomase obrnuto srazmerno utiče na cenu kilograma poljoprivredne biomase u odnosu _____ [uneti procenat odnosa smanjenja cene].

6. MESTO ISPORUKE

Član 7.

OPCIJA I

Mesto isporuke skladište Kupca, iz stava 1. ovog člana.

Ukoliko je mesto isporuke skladište Kupca koje se nalazi u _____ [navesti naziv mesta], cena iz člana 6. ovog Ugovora se uvećava za troškove transporta.

OPCIJA II:

Mesto isporuke je skladište Snabdevača, koje se nalazi u _____ (naselje) na adresi _____.

OPCIJA III:

Mesto isporuke poljoprivredne biomase je privremeno skladište, na kom će Snabdevač staviti na raspolažanje radi preuzimanja određenu količinu poljoprivredne biomase ugovorene vrste/vrsta i odgovarajućeg kvaliteta mesečno i koje u toku godine može biti na sledećim lokacijama:

- 1) na lokaciji 1 _____ (naziv lokacije), u količini od _____ kg,
- 2) na lokaciji 2 _____ (naziv lokacije), u količini od _____ kg,
- 3) na lokaciji 3 _____ (naziv lokacije), u količini od _____ kg.

Odstupanja u količinama isporučene poljoprivredne biomase sa lokacija iz stava 1. ovog člana mogu biti najviše 5% godišnje po lokaciji, bez mogućnosti promene ovih lokacija.

7. OBAVEZE UGOVORNIH STRANA

7.1 Obaveze Snabdevača

7.1.1 Glavna obaveza Snabdevača

Član 8.

Snabdevač se obavezuje da Kupcu, u ugovorenom periodu, kontinuirano stavi na raspolaganje radi preuzimanja poljoprivredne biomasu ugovorene vrste/vrsta, količine i kvaliteta na mestu isporuke.

7.1.2 Vremenska dinamika isporuke poljoprivredne biomase⁶

Član 9.

Snabdevač će u periodu od _____ [uneti broj godina, npr. 12 (dvanaest)] godina, stavljati na raspolaganje radi preuzimanja Kupcu količinu od ____ kg mesečno, prema sledećoj vremenskoj dinamici isporuke: u periodu od 1. do 10. dana u mesecu, uz prethodnu pisaniu najavu Kupca najmanje tri radna dana pre dana preuzimanja mesečne isporuke biomase.

7.1.3 Način isporuke poljoprivredne biomase

Član 10.

OPCIJA I:

Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja poljoprivredne biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenu poljoprivrednu biomasu ugovorene vrste/vrsta, količine i kvaliteta.

Isporuka poljoprivredne biomase će se vršiti kamionima Snabdevača, odnosno kamionima koje u svoje ime i za svoj račun angažuje Snabdevač.

Snabdevač ima obavezu istovara poljoprivredne biomase iz vozila na propisan način i uz primenu propisanih mera bezbednosti.

Prilikom predaje/preuzimanja poljoprivredne biomase, Snabdevač i Kupac, odnosno ovlašćeno lice Kupca, potpisuju Otpremnicu, koja sadrži: 1. Podatke o isporučiocu poljoprivredne biomase, 2. Podatke o ovlašćenom licu Kupca koje je preuzeo poljoprivrednu biomasu, 3. Količinu, specifikaciju i kvalitet isporučene poljoprivredne biomase i 4. Vreme preuzimanja poljoprivredne biomase i registarski broj vozila.

⁶NAPOMENA: Za slučaj da je potrebna drugačija dinamika snabdevanja biomasom, Ugovorne strane mogu uneti obavezu Kupca da dostavi godišnji plan potreba za snabdevanjem.

OPCIJA II:

U slučajevima u kojima obavezu transporta preuzima Kupac, Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja poljoprivredne biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenu poljoprivrednu biomasu ugovorene vrste/vrsta, količine i kvaliteta.

Kupac ima obavezu utovara poljoprivredne biomase u vozilo na propisan način i uz primenu propisanih mera bezbednosti, koje angažuje u svoje ime i za svoj račun.

Prilikom predaje/preuzimanja poljoprivredne biomase, Snabdevač i Kupac, odnosno ovlašćeno lice Kupca, potpisuju Otpremnicu, koja sadrži: 1. Podatke o isporučiocu poljoprivredne biomase, 2. Podatke o ovlašćenom licu Kupca koje je preuzeo poljoprivrednu biomasu, 3. Količinu, specifikaciju i kvalitet isporučene poljoprivredne biomase i 4. Vreme preuzimanja poljoprivredne biomase i registarski broj vozila.

7.2 Obaveze Kupca

7.2.1 Glavna obaveza Kupca

Član 11.

OPCIJA I:

Kupac se obavezuje da preuzme isporučenu poljoprivrednu biomasu koju istovari Snabdevač i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoren način plati Ugovoren cenu poljoprivredne biomase.

OPCIJA II:

Kupac se obavezuje da preuzme, utovari u vozilo i preveze poljoprivrednu biomasu koja mu je stavljena na raspolaganje i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoren način plati Ugovoren cenu poljoprivredne biomase.

1

7.2.2 Prijem poljoprivredne biomase

Član 12.

Kupac se obavezuje da poljoprivrednu biomasu bez odlaganja preuzme u ugovorenom mestu isporuke.

Prilikom preuzimanja poljoprivredne biomase, Kupac i Snabdevač, odnosno drugo ovlašćeno lice Snabdevača, potpisuju Otpremnicu iz člana 10. stav 4/3 ovog Ugovora.

8. UTVRĐIVANJE KOLIČINE I KVALITETA ISPORUČENE POLJOPRIVREDNE BIOMASE

8.1 Utvrđivanje količine⁷

Član 13.

Količina isporučene poljoprivredne biomase ugovorene vrste/vrsta utvrđuje se merenjem na kolskoj vagi na skladištu Kupca/ [na skladištu Snabdevača/ na privremenom skladištu](#), prilikom predaje Kupcu.

Dozvoljena odstupanja u isporučenoj količini poljoprivredne biomase iznose _____ [navesti broj procenata, npr. 10%] od količine ugovorenog anuiteta isporuke poljoprivredne biomase.

8.2 Utvrđivanje kvaliteta

Član 14.

Kvalitet ugovorene poljoprivredne biomase utvrđuje se prilikom svakog preuzimanja anuiteta isporuke ugovorene vrste/vrsta poljoprivredne biomase, vizuelnim pregledom od strane ovlašćenog lica Kupca koje preuzima konkretnu isporuku, kojom prilikom ovlašćeno lice Kupca/ovlašćeno lice Snabdevača meri vlažnost anuiteta isporuke poljoprivredne biomase specijalizovanim propisno baždarenim uređajem za terensko merenje vlažnosti poljoprivredne biomase na _____ [navesti broj uzoraka, npr. 5 (pet)] uzoraka, na mestima koje odredi Kupac.

Ovlašćeno lice Kupca i ovlašćeno lice Snabdevača svojim potpisom garantuju da je primopredata poljoprivredna biomasa ugovorene vrste/vrsta, količine i vlažnosti, kako je to iskazano na Otpremnici.

Ovlašćeno lice Kupca ne može da odgovara za skrivene pravne i fizičke⁸ mane preuzete poljoprivredne biomase.

8.3 Postupak reklamacije na isporučenu poljoprivrednu biomasu⁹

Član 15.

Postupak reklamacije na isporučenu poljoprivrednu biomasu podrazumeva ponovno utvrđivanje (reviziju) količine, odnosno kvaliteta robe, od strane Ugovornih strana, trećeg lica -

⁷NAPOMENA: Predloženi način utvrđivanja količine je uobičajen u praksi, ali Ugovorne strane mogu utvrditi i drugačije

⁸NAPOMENA: Odredba, da ovlašćeno lice Kupca ne može da odgovara za skrivene fizičke mane preuzete poljoprivredne biomase, primenljiva je ukoliko se isporuka vrši u zatvorenom skladištu.

⁹NAPOMENA: Predloženi postupak reklamacije je primenljiv ukoliko se isporuka vrši u zatvorenom skladištu.

ovlašćene institucije ili ovlašćenog sudskega veštaka poljoprivredne struke pri čemu sa izborom trećeg lica se moraju saglasiti obe Ugovorne strane.

Kupac je dužan da eventualne reklamacije pisanim putem podnese Snabdevaču, u roku od 5 (pet) radnih dana od dana preuzimanja poljoprivredne biomase.

U slučaju podnošenja reklamacije, Kupac je dužan da isporučenu poljoprivrednu biomasu prema specifikaciji iz Otpremnice čuva i ne koristi do uvida u stvarno stanje, pri čemu Snabdevač mora izvršiti ovaj uvid u roku od 5 (pet) radnih dana od dana zaprimanja podnete reklamacije.

Ukoliko Snabdevač, bez opravdanog razloga ne izvrši uvid u isporučenu poljoprivrednu biomasu u roku iz stava 3 ovog člana, smatra se da je Snabdevač prihvatio reklamaciju.

Troškova reklamacije iz ovog člana plaća Ugovorna strana koja je pokrenula postupak reklamacije.

Nakon sprovedenog postupka reklamacije, ukoliko se utvrdi da razlika između stvarno isporučene i količine isporučene poljoprivredne biomase napisane u Otpremnici iznosi više od ____ [npr. +/-5%], troškove sprovedenog postupka snosi ona Ugovorna strana koja nije bila u pravu.

9. PRELAZAK RIZIKA I SVOJINE NA POLJOPRIVREDNOJ BIOMASI

9.1. Prelazak rizika

Član 16.

OPCIJA I:

Rizik za slučajnu propast ili oštećenje isporučene poljoprivredne biomase prelazi sa Snabdevača na Kupca u mjestu isporuke, sa momentom istovara iz kamiona Snabdevača, kojim je izvršena otprema mesečnog anuiteta isporuke poljoprivredne biomase.

OPCIJA II:

Rizik za slučajnu propast ili oštećenje isporučene poljoprivredne biomase prelazi sa Snabdevača na Kupca u mjestu isporuke, sa momentom preuzimanja na utovar u kamion Kupca, kojim će se izvršiti otprema mesečnog anuiteta isporuke poljoprivredne biomase sa mesta isporuke.

9.2. Prelazak svojine

Član 17.

U momentu prelaska rizika za slučajnu propast ili oštećenje isporučenog mesečnog anuiteta poljoprivredne biomase sa Snabdevača na Kupca, prelazi istovremeno i svojina na ovom mesečnom anuitetu poljoprivredne biomase.

10. PLAĆANJE ISPORUČENE POLJOPRIVREDNE BIOMASE

10.1. Način plaćanja

10.1.1 Izdavanje računa

Član 18.

Snabdevač će u roku od najviše 3 (tri) radna dana od dana preuzimanja mesečnog anuiteta poljoprivredne biomase od strane Kupca, izdati račun Kupcu za izvršenu isporuku mesečnog anuiteta poljoprivredne biomase koju je Kupac preuzeo.

10.1.2 Plaćanje Ugovorene cene

Član 19.

Kupac se obavezuje da u roku od najviše _____ [uneti broj dana, npr. između 5 i 15, ali navesti određeni broj] dana od dana prijema računa, iz člana 18. ovog Ugovora, koji je izdao Snabdevač plati Ugovorenu cenu za isporučenu poljoprivrednu biomasu.

10.1.3 Zakašnjenje u plaćanju

Član 20.

U slučaju zakašnjenja u plaćanju Snabdevač zadržava pravo da obračuna Kupcu zakonsku zateznu kamatu.

10.1.4 Reklamacije na ispostavljene račune

Član 21.

Reklamacije na ispostavljene račune i reklamacije na obračunate kamate moraju se uložiti u roku od 8 (osam) kalendarskih dana, od dana prijema računa koji je izdao Snabdevač, odnosno obračuna kamate, koju je obračunao Snabdevač, jer će u suprotnom biti odbačene.

10.2. Obezbeđenje izvršenja Ugovornih obaveza Kupca

[Ugovorne strane mogu da se dogovore da Kupac ima obavezu da dostavi oba instrumenta pod a) i b) ili samo jedan koji je prihvatljiv za Snabdevača (kojom prilikom dolazi do prenumeracije brojeva članova u ovom ugovoru)]

a) Instrument obezbeđenja plaćanja Kupca

Član 22.

Kupac se obavezuje da u momentu zaključenja ovog Ugovora, dostavi Snabdevaču četiri važeće i registrovane blanko solo menice, u skladu sa važećim zakonom kojim se uređuje platni promet i

važećom odlukom kojom se bliže uređuju uslovi, sadržina i način vođenja registra menica i ovlašćenja, overene pečatom i potpisane od strane lica ovlašćenog za zastupanje Kupca, kojima garantuje uredno izvršenje svih svojih Ugovornih obaveza i to za obezbeđenje plaćanja: isporučene poljoprivredne biomase, zakonske zatezne kamate, ugovorne kazne i troškova reklamacije na isporučenu poljoprivrednu biomasu.

Uz menice iz stava 1 ovog člana, Kupac mora dostaviti Snabdevaču uredno popunjeno i overeno menično ovlašćenje, kao i kopije kartona deponovanih potpisa, koja su izdata od strane poslovne banke koju Kupac navodi u meničnim ovlašćenju, kako bi Snabdevač primljene menice mogao popuniti u skladu sa ovim Ugovorom.

Menice i menična ovlašćenja, iz stava 1 i 2 ovog člana, Snabdevač čuva sve do ispunjenja Ugovornih obaveza Kupca, koje će po završenom poslu vratiti Kupcu, na njegov pisani zahtev.

Menice iz stava 1 ovog člana, Snabdevač će protestovati na naplatu u visini neizvršenih plaćanja po osnovu:

- 1) računa za isporučenu poljoprivrednu biomasu u skladu sa članom 18. ovog Ugovora,
- 2) obračuna zakonske zatezne kamate u skladu sa članom 20. ovog Ugovora,
- 3) ugovorne kazne u skladu sa članom 25. ovog Ugovora,
- 4) troškova sprovedene reklamacije na isporučenu poljoprivrednu biomasu u skladu sa članom 15. ovog Ugovora.

Realizacijom bilo koje od blanko solo menica iz stava 1 ovog člana, Kupac je obavezan da dostavi novu blanko solo menicu sa meničnim ovlašćenjem iz stava 2 ovog člana, u roku od 3 (tri) radna dana od dana prijema obaveštenja Snabdevača da je protestovao menicu na naplatu.

Ukoliko Kupac ne dostavi novu blanko solo menicu (sa odgovarajućim meničnim ovlašćenjem) iz stava 5 ovog člana, Snabdevač ima pravo da jednostrano raskine ugovor i druga prava koja se vezuju za raskid Ugovora.

b) Instrument garantovanja urednog izvršenja svih Ugovornih obaveza Kupca

Član 23.

Kupac se obavezuje da Snabdevaču dostavi neopozivu, bezuslovnu (bez prigovora) i na prvi pisani poziv naplativu bankarsku garanciju za uredno izvršenje svih svojih obaveza iz ovog Ugovora u visini od _____ dinara/evra [visina se utvrđuje kao % vrednosti ugovorene godišnje isporuke poljoprivredne biomase između Kupca i Snabdevača].

Snabdevač će bankarsku garanciju iz stava 1 ovog člana protestovati na naplatu, ukoliko Kupac Snabdevaču u ugovorenem roku ne plati: isporučenu poljoprivrednu biomasu, zakonsku zateznu kamatu, ugovornu kaznu i troškove reklamacije na isporučenu poljoprivrednu biomasu.

Bankarsku garanciju iz stava 1. ovog člana, Kupac predaje nakon zaključenja ovog Ugovora, koji stupa na snagu od momenta dostavljanja bankarske garancije.

Bankarska garancija se izdaje na period od 12 (dvanaest) meseci uz automatsko obnavljanje na godišnjem nivou, tako da pokrije period koji je najmanje 30 (trideset) dana duže od roka određenog za konačno izvršenje posla po ovom Ugovoru.

Kupac se obavezuje da Snabdevaču obavesti o obnavljanju bankarske garancije najkasnije 30 (trideset) dana pre dospeća garancije za prethodni period od 12 (dvanaest) meseci.

Ako se za vreme trajanja Ugovora promene rokovi za izvršenje Ugovorne obaveze, važnost bankarske garancije iz ovog člana, mora da se produži.

U slučaju da Kupac podnese bankarsku garanciju strane banke, ta banka mora biti prihvatljiva za Snabdevača.

U slučaju da bankarska garancija iz stava 1 ovog člana, bude protestovana na naplatu i naplaćena, a ovaj Ugovor bude i dalje na snazi, Kupac je dužan da novu bankarsku garanciju sa svim osobinama iz stava 1, 2 i 4 ovog člana dostavi Snabdevaču u najkraćem roku [*može da se doda: koji ne može biti duži od 30 (trideset) dana*] od dana prijema obaveštenja Snabdevača da je protestovao bankarsku garanciju iz stava 1 ovog člana na naplatu.

11. UGOVORNA KAZNA

11.1 Ugovorna kazna za Snabdevača

Član 24.

U slučaju da Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu poljoprivredne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, Kupac ima pravo da Snabdevaču naplati ugovornu kaznu u visini od 3% vrednosti mesečnog anuiteta isporuke poljoprivredne biomase za svaki dan zakašnjenja, a najduže za period od 10 (deset) dana.

Ukoliko Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu poljoprivredne biomase ni u roku od 10 (deset) dana od dana ugovorene isporuke, Kupac ima pravo na kupovinu radi pokrića iz člana 26. ovog Ugovora.

U slučaju da Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu poljoprivredne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, 2 (dva) mesečna anuiteta isporuke poljoprivredne biomase u toku kalendarske godine, Kupac ima pravo da Snabdevaču naplati ugovornu kaznu u visini od _____ [*npr. 25% vrednosti godišnje (3 (tri) mesečna anuiteta) isporuke poljoprivredne biomase*] i da raskine ovaj Ugovor.

11.2 Ugovorna kazna za Kupca

Član 25.

U slučaju da Kupac ne najavi i ne preuze od Snabdevača mesečni anuitet isporuke poljoprivredne biomase u ugovorenom periodu do 10. dana u mesecu ili u produženom roku od dodatnih 10 (deset) dana uz naplatu zatezne kamate za Ugovornu cenu ovog anuiteta, Snabdevač ima pravo da proda poljoprivrednu biomasu iz konkretne mesečne isporuke trećem licu i da razliku u ceni naplati od Kupca, čime se Kupac ne oslobođa ugovorne kazne i drugih obaveza iz ovog ugovora.

U slučaju da Kupac ne preuzima poljoprivrednu biomase prema ugovorenoj dinamici, i u toku jedne kalendarske godine ne najavi i ne preuze 2 (dva) mesečna anuiteta isporuke poljoprivredne biomase, Snabdevač ima pravo da Kupcu naplati ugovornu kaznu u visini od _____ [*npr. 25% vrednosti godišnje 3 (tri) mesečna anuiteta*] isporuke poljoprivredne biomase i da raskine ovaj Ugovor.

12. OBEZBEĐENJE IZVRŠENJA ISPORUKE POLJOPRIVREDNE BIOMASE

12.1 Kupovina radi pokrića

Član 26.

U slučaju da Snabdevač ne stavi na raspolaganje Kupcu ugovorenu količinu mesečnog anuiteta isporuke poljoprivredne biomase u ugovorene vrste, na mestu isporuke prema dinamici isporuke, Kupac ima pravo da od trećeg lica kupi neisporučenu ugovorenou količinu mesečnog anuiteta poljoprivredne biomase u ugovorene vrste ili vrsta, [ukoliko je za konkretan slučaj primenljivo, može se dodati i sledeći tekst: odnosno drugog odgovarajućeg goriva,] kako bi se obezbedio kontinuitet proizvodnje energije u postrojenju koje se snabdeva, kao i da od Snabdevača naplati razliku između cene uvećane za sve troškove poljoprivredne biomase, [ukoliko je za konkretan slučaj primenljivo, može se dodati i sledeći tekst: odnosno drugog odgovarajućeg goriva] isporučenih od strane trećeg lica u skladu sa ovim članom i prosečne cene anuiteta isporuke poljoprivredne biomase u poslednja tri meseca koja su prethodili anuitetu isporuke na koji je primenjen kupovina radi pokrića iz ovog člana.

U slučaju iz stava 1. ovog člana, Kupac ima obavezu da, o kupovini druge vrste biomase [ili ukoliko je za konkretan slučaj primenljivo, može se dodati i sledeći tekst: odnosno drugog odgovarajućeg goriva] od trećeg lica, umesto neisporučene ugovorenou količine mesečnog anuiteta isporuke poljoprivredne biomase u ugovorenem kvalitetu, obavesti Snabdevača dva (2) radna dana pre zaključenja ugovora sa tim trećim licem.

12.2 Obezbeđenje izvršenja Ugovornih obaveza Snabdevača

[Ugovorne strane mogu da se dogovore da Snabdevač ima obavezu da dostavi oba instrumenta pod a) i b) ili samo jedan koji je prihvatljiv za Kupca]

a) Instrument obezbeđenja plaćanja obaveza Snabdevača

Član 27.

Snabdevač se obavezuje da u trenutku potpisivanja ovog Ugovora dostavi Kupcu tri važeće i registrovane blanko solo menice, u skladu sa važećim zakonom kojim se uređuje platni promet i važećom odluku kojom se bliže uređuju uslovi, sadržina i način vođenja registra menica i ovlašćenja, overene pečatom i potpisane od strane lica ovlašćenog za zastupanje Snabdevača, kojima garantuje uredno izvršenje svih svojih Ugovornih obaveza i to za obezbeđenje plaćanja: ugovorne kazne, razlike između troškova kupovine radi pokrića od trećih lica i Ugovorene cene poljoprivredne biomase za tekuću godinu i troškova reklamacije na isporučenu poljoprivrednu biomasu.

Uz menicu iz stava 1 ovog člana, Snabdevač mora dostaviti Kupcu uredno popunjeno i overeno menično ovlašćenje, kao i kopije kartona deponovanih potpisa, koja su izdata od strane poslovne banke koju Snabdevač navodi u meničnom ovlašćenju, kako bi Kupac primljene menica mogao popuniti u skladu sa ovim Ugovorom.

Menice i menično ovlašćenje, iz stava 1 i 2 ovog člana, Kupac čuva sve do ispunjenja Ugovornih obaveza Snabdevača, koje će po završenom poslu vratiti na pisani zahtev Snabdevača.

Menice iz stava 1 ovog člana, Kupac će protestovati na naplatu u visini neizvršenih plaćanja po osnovu:

- 1) ugovorne kazne u skladu sa članom 24. ovog Ugovora,
- 2) razlike između troškova kupovine radi pokrića od trećih lica i Ugovorene cene poljoprivredne biomase za tekuću godinu u skladu sa članom 26. ovog Ugovora,
- 3) troškova reklamacije na isporučenu poljoprivrednu biomasu u skladu sa član 15. ovog Ugovora.

Realizacijom bilo koje od blanko solo menica iz stava 1 ovog člana, Snabdevač je obavezan da dostavi novu blanko solo menicu sa meničnim ovlašćenjima iz stava 2 ovog člana, u roku od 3 (tri) radna dana od dana prijema obaveštenja Kupca da je protestovao menicu na naplatu.

Ukoliko Snabdevač ne dostavi novu blanko solo menicu (sa odgovarajućim meničnim ovlašćenjem) iz stava 5 ovog člana, Kupac ima pravo da jednostrano raskine ugovor i druga prava koja se vezuju za raskid ugovora.

b) Instrument garantovanja isporuke poljoprivredne biomase

Član 28.

Snabdevač je dužan da Kupcu dostavi neopozivu, bezuslovnu (bez prigovora) i na prvi pisani poziv naplativu bankarsku garanciju za uredno izvršenje svih svojih obaveza iz ovog Ugovora u iznosu od _____ dinara/evra [*visina se utvrđuje u rasponu od 10% do 20% od vrednosti ugovorene godišnje isporuke poljoprivredne biomase*].

Kupac će bankarsku garanciju iz stava 1 ovog člana protestovati na naplatu ukoliko Snabdevač ne izvrši bilo koju obavezu na čije izvršenje se obavezao ovim Ugovorom.

Bankarsku garanciju iz stava 1. ovog člana, Snabdevač predaje nakon zaključenja ovog Ugovora, koji stupa na snagu od momenta dostavljanja bankarske garancije.

Bankarska garancija se izdaje na period od 12 (dvanaest) meseci uz automatsko obnavljanje na godišnjem nivou, tako da pokrije period koji je najmanje 30 (trideset) dana duže od roka određenog za konačno izvršenje posla po ovom Ugovoru.

Snabdevač se obavezuje da Kupca obavesti o obnavljanju bankarske garancije najkasnije 30 (trideset) dana pre dospeća garancije za prethodni period od 12 (dvanaest) meseci.

Ako se za vreme trajanja Ugovora promene rokovi za izvršenje Ugovorne obaveze, važnost bankarske garancije iz stava 1 ovog člana, mora da se produži.

U slučaju da Snabdevač podnese bankarsku garanciju strane banke, ta banka mora da bude prihvatljiva za Kupca.

U slučaju da bankarska garancija iz stava 1. ovog člana, bude protestovana na naplatu i naplaćena, a ovaj Ugovor bude i dalje na snazi, Snabdevač je dužan da novu bankarsku garanciju sa svim osobinama iz stava 1, 2 i 4 ovog člana dostavi Kupcu u najkraćem roku [*može da se stavi: koji ne može biti duži od 30 (trideset) dana*] od dana prijema obaveštenja Kupca da je protestovao bankarsku garanciju iz stava 1 ovog člana na naplatu.

13. PRAVO KUPCA NA NAKNADU ŠTETE

Član 29.

Ukoliko jedna Ugovorna strana prouzrokuje štetu drugoj Ugovornoj strani, onda oštećena Ugovorna strana ima pravo da zahteva naknadu prouzrokovane štete od druge Ugovorne strane ili lica koja postupaju po nalogu druge Ugovorne strane, ukoliko ista šteta nije već nadoknađena po drugom osnovu.

Ukoliko prouzrokovana šteta iz stava 1. ovog člana, prevazilazi naknadu koju je oštećena Ugovorna strana ostvarila od druge Ugovorne strane po drugom osnovu, onda oštećena Ugovorna strana ima pravo na naknadu štete u visini razlike između visine prouzrokovane štete i ostvarene naknade.

14. IZMENE UGOVORA

Član 30.

Ovaj Ugovor se može izmeniti samo Aneksom u pisanoj formi i bilo kakve izmene i/ili dopune ovog Ugovora koje nisu sačinjene u pismenoj formi ne proizvode pravno dejstvo.

U slučaju promene pravne forme Ugovornih strana ovaj Ugovor će se izmeniti u skladu sa tim.

Ugovor se može izmeniti i u drugim slučajevima, shodno volji Ugovornih strana, u skladu sa zakonom.

15. JEDNOSTRANI RASKID UGOVORA

Član 31.

Potpisivanjem ovog Ugovora Kupac garantuje da posluje i da će za čitavo vreme važenja ovog Ugovora poslovati u skladu sa zakonom i drugim pozitivnim propisima važećim u Republici Srbiji. Postojanje okolnosti na strani Kupca koje su suprotne navedenom garantovanju, mogu biti povod Snabdevaču za jednostrani raskid ovog Ugovora.

Snabdevač može, shodno odredbama ovog Ugovora jednostrano raskinuti isti Ugovor iz sledećih razloga:

1) ukoliko Kupac ne dostavi Snabdevaču instrumente obezbeđenja plaćanja Ugovornih obaveza od strane Kupca, u ugovorenom roku (član 22. stav 5 i član 23. stav 8 ovog Ugovora/ član 22. stav 5 ovog Ugovora/ član 23. stav 8 ovog Ugovora);

2) ako Kupac ne plati dug (troškove, kamate i glavnice) u roku _____ dana od njegovog dospeća;

3) ukoliko Kupac ne preuzima poljoprivrednu biomasu prema ugovorenoj dinamici, te ne najavi i ne preuzme 2 (dva) mesečna anuiteta isporuke poljoprivredne biomase u toku kalendarske godine (član

25. stav 2 ovog Ugovora).

Kupac može, shodno odredbama ovog Ugovora jednostrano raskinuti isti Ugovor iz sledećih razloga:

1) ukoliko Snabdevač ne dostavi Kupcu instrumente obezbeđenja plaćanja Ugovornih obaveza, u Ugovorenom roku (član 27. stav 5 i član 28. stav 8 ovog Ugovora/ član 27. stav 5 ovog Ugovora/ član 28. stav 8 ovog Ugovora);

2) ukoliko Snabdevač ne stavi na raspolaganje radi preuzimanja Kupcu 2 (dva) mesečna anuiteta isporuke poljoprivredne biomase u toku kalendarske godine (član 24. stav 3 ovog Ugovora);

3) ukoliko Snabdevač ne stavi na raspolaganje poljoprivrednu biomasu Kupcu na ugovorenom mestu u ugovoreno vreme, Kupac je kupi od trećeg lica, a Snabdevač odbije da plati razliku između cene uvećane za sve troškove isporuke poljoprivredne biomase isporučene od strane trećeg lica i Ugovorene cene koja je utvrđena u tekućoj godini (član 26. stav 1. ovog Ugovora).

Osim u slučajevima iz stava 2 i 3 ovog člana, svaka Ugovorna strana može jednostrano raskinuti ovaj Ugovor i ukoliko utvrdi da je druga Ugovorna strana u postupku zaključivanja ovog Ugovora koristila netačne ili lažne podatke.

Jednostrani raskid ugovora i sve druge radnje u vezi raskida (upozorenja, utvrđivanje roka produženja važenja ugovora i druge) moraju biti učinjene isključivo u pisanoj formi i takve dostavljene drugoj Ugovornoj strani.

Ako jedna Ugovorna strana jednostrano raskine ovaj Ugovor bez obrazloženja i protivno odredbama ovog člana, druga Ugovorna strana ima pravo na naknadu sve štete zbog jednostranog raskida ovog Ugovora.

U slučaju da jedna Ugovorna strana zahteva jednostrani raskid ovog Ugovora iako druga Ugovorna strana uredno izvršava svoje ugovorne obaveze, strana koja je zahtevala raskid ugovora ima obavezu da drugoj Ugovornoj strani isplati na ime obeštećenja iznos u visini od _____ [npr. 25% vrednosti godišnje (3 (tri) mesečna anuiteta) isporuke poljoprivredne biomase], kao i da joj nadoknadi svu prouzrokovana štetu.

16. VIŠA SILA

Član 32.

Propust Ugovornih strana da ispune bilo koje obaveze ili odredbe iz ovog Ugovora ne dovodi do zahteva jedne Ugovorne strane prema drugoj, niti će se to smatrati povredom ovog Ugovora, ukoliko je takvo neispunjeno posledica više sile.

Viša sila u smislu stava 1. ovog člana, podrazumeva svaki nepredvidiv ili neizbežan događaj koji je izvan moći i volje Ugovornih strana. Kao slučajevi više sile koji oslobađaju Ugovorne strane od obaveza u skladu sa ovim Ugovorom smatraće se sledeći slučajevi koji nakon zaključenja ovog Ugovora svojom pojavom budu sprečavali izvršenje ugovora: požar, poplava, zemljotresi, epidemije, štrajkovi i druge nepredvidive prirodne nepogode izvan kontrole Ugovornih strana, kao i rat, ratna dejstva, ustank, sabotaža, uvođenje embarga ili blokade, neprijateljsko delovanje ili sankcije neke države uvedene "de jure" ili "de facto". Pored navedenog, pod višom silom se podrazumeva svaki događaj, okolnost ili kombinacija događaja i okolnosti, koji izlaze iz kruga redovnih događaja i okolnosti na koje je

Ugovorna strana mogla uticati, odnosno koji nisu prouzrokovani krivicom ili nepažnjom Ugovorne strane, a koji su nastali na dan odnosno nakon zaključenja ovog Ugovora, i koji utiču na ostvarenje prava i obaveza koje proizilaze iz ovog Ugovora, a čiji uticaj Ugovorne strane i pored razumne pažnje nisu mogle da predvide, spreče, otklone ili ublaže. Obaveze čije je izvršenje sprečeno postojanjem više sile biće odložene u dužini trajanja više sile.

Obaveze čije je izvršenje sprečeno postojanjem više sile biće odložene u dužini trajanja više sile.

Ugovorna strana koja usled delovanja više sile zahteva da bude oslobođena od izvršenja obaveza mora drugu stranu da obavesti u pisanoj formi i navede činjenice o postojanju više sile, očekivanom vremenu trajanja više sile i dokaze o postojanju više sile.

Odgovarajućim dokazom o uticaju više sile na onemogućavanje, odnosno otežano izvršavanje Ugovornih obaveza smatra se uverenje Privredne komore Srbije o nastanku i dejstvu više sile na koju se poziva Ugovorna strana.

Po prestanku delovanja više sile, Ugovorne strane će nastaviti sa izvršavanjem odloženih obaveza koje će ponovo postati operativne.

Ako delovanje više sile spreči Isporučioca da izvrši svoje obaveze (ili deo svojih obaveza) u periodu dužem od tri meseca, Ugovorne strane će se dogovoriti o daljem postupanju vezanom za ovaj Ugovor.

17. PRESTANAK UGOVORNOG ODNOSA

Član 33.

Ugovor prestaje protekom roka izvršenja Ugovornih obaveza.

Iuzetno ugovor prestaje raskidom ugovora, Ugovor ostaje na snazi do poravnjanja izvršenih obaveza.

Ugovor može da prestane i prestankom Ugovorne strane.

Ukoliko u toku trajanja ugovora dođe do vlasničke, svojinske ili statusne promene kod bilo koje Ugovorne strane, ugovor ostaje na snazi i preuzima ga pravni sledbenik Ugovorne strane.

18. REŠAVANJE SPOROVA

Član 34.

Ugovorne strane će sve sporove, nesuglasice ili zahteve koji proisteknu iz ili u vezi sa Ugovorom ili neizvršenjem Ugovornih obaveza, raskidom ili nevaženjem ovog Ugovora rešavati mirnim putem.

OPCIJA I

Ukoliko Ugovorne strane ne uspeju da reše mirnim putem sve sporove, nesuglasice ili zahtevi koji proisteknu iz ili u vezi sa ovim Ugovorom ili neizvršenjem Ugovornih obaveza, raskidom ili nevaženjem istog, iste će rešiti stvarno nadležni sud u _____.

OPCIJA II

Ukoliko Ugovorne strane ne uspeju da reše mirnim putem sve sporove, nesuglasice ili zahteve koji proisteknu iz ili u vezi sa Ugovorom ili neizvršenjem Ugovornih obaveza, raskidom ili nevaženjem istog, iste će rešiti Spoljnotrgovinska arbitraža _____ [navesti ime institucionalne Arbitraže, npr. Međunarodne privredne komore u Parizu, Privredne komore Srbije, Privredne komore Stokholma ili neke druge].

Arbitražno veće činiće _____ [npr. tri ili jedan] arbitra/r.

Sedište Arbitražnog veća biće _____ [utvrditi mesto gde će se odvijati arbitraža, npr. Pariz, Beograd, Stokholm ili već drugo odgovarajuće mesto].

Arbitraža će primeniti [utvrditi naziv države čije materijalno pravo će se primeniti, npr. Švajcarsko] materijalno pravo.

Jezik arbitraže će biti _____ [navesti jezik na kom će se odvijati arbitražni postupak, npr. Engleski].

19. OBAVEŠTAVANJE

Član 35.

Ugovorne strane se obavezuju na pravovremeno obaveštavanje druge strane o svim okolnostima koje utiču na izvršavanje ovog Ugovora, kao i promenama koje bitno utiču na izvršavanje prihvaćenih obaveza.

S tim u vezi, obe Ugovorne strane će:

1) pravovremeno obaveštavati drugu Ugovornu stranu pisanim putem o eventualno postojećim ograničenjima, tehničke, materijalne, pravne ili bilo koje druge prirode, koja usporavaju, prekidaju ili onemogućavaju isporuke ugovorene robe ili jednog njenog dela ili aktivnostima trećih osoba koje bi mogle u bitnom uticati na isporuku ugovorene robe,

2) u svemu postupati u skladu sa opšte prihvaćenim standardima poslovanja i pažnjom dobrog privrednika i odgovarati svaka za svoje preuzete obveze.

Član 36.

Sva obaveštenja koja jedna Ugovorna strana bude dostavljala drugoj Ugovornoj strani u skladu sa ovim Ugovorom, slaće se u pisanoj formi poštom preporučeno sa povratnicom, ili putem telefaksa ili

elektronske pošte (koji će biti potvrđen u pisanoj formi), na dole navedene adrese:

a) adresa Snabdevača:

ime naziv: _____

adresa: _____

imejl: _____

faks: _____

kontakt osoba: _____

b) adresa Kupca:

ime naziv: _____

adresa: _____

imejl: _____

faks: _____

kontakt osoba: _____

20. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA

Član 37.

U sprovođenju ovog Ugovora, Ugovorne strane se obavezuju na postupanje kojim se ne nanosi šteta drugoj strani.

Ugovorne strane su saglasne i preuzimaju obavezu da neograničeno, tokom perioda trajanja kao i nakon prestanka važenja ovog Ugovora, kao i za slučaj njegovog raskida poštuju obavezu čuvanja poslovne tajne i drugih poverljivih informacija, te će se suzdržavati od upotrebe ili objavljivanja informacija koje bi činile poslovnu tajnu i druge poverljive informacije, a čije objavljivanje nije u skladu sa ovim Ugovorom ili za to nije dobijena potrebna saglasnost obe Ugovorne strane.

Kako tokom trajanja ovog Ugovora tako i nakon njegovog raskida odnosno prestanka važenja, Ugovorne strane se obavezuje na sledeće:

3) da će čuvati poslovnu tajnu i sve poverljive informacije u strogoj tajnosti i da će se uzdržavati od bilo kakvog njihovog obelodanjivanja i/ili objavljivanja i/ili prenošenja poverljivih informacija, u celosti ili delimično, bilo direktno ili indirektno, bilo kom trećem licu, bez dobijanja prethodnog pismenog odobrenja od strane druge Ugovorne strane;

4) da neće koristiti bilo koje poverljive informacije u bilo koju svrhu osim u cilju izvršavanja Ugovornih obaveza u skladu sa ovim Ugovorom.

Izuzeci od čuvanja poslovne tajne i drugih poverljivih informacija iz stava 2 ovog člana, postoje kada se podaci dostavljaju banci, drugoj finansijskoj, odnosno kreditnoj ustanovi ili potencijalnom investitoru, kada postoji obaveza dostavljanja ili objavljivanja podataka u skladu sa zakonskim propisima ili kada to zahteva nadležno državno telo.

21. PRELAZNE I ZAVRŠNE ODREDBE

Član 38.

Ovaj Ugovor poništava, nadjačava i zamenjuje sve prethodne ugovore ili sporazume, usmene ili pismene, između Ugovornih strana po pitanju njegove predmetne materije.

Član 39.

Ovaj Ugovor se smatra zaključenim na dan kada su ga potpisali ovlašćeni zastupnici obe Ugovorne strane, a ako ga ovlašćeni zastupnici nisu potpisali na isti dan, Ugovor se smatra zaključenim na dan drugog potpisa po vremenskom redosledu.

Ovaj Ugovor stupa na snagu narednog dana nakon što obe Ugovorne strane međusobno dostave sredstva obezbeđenja izvršenja Ugovornih obaveza, osim odredaba članova 22, 23, 27 i 28. koje stupaju na snagu danom potpisivanja ovog Ugovora.

Član 40.

Ovaj Ugovor je sastavljen u _____ [četiri (4)] istovetna primerka, od kojih svaka Ugovorna strana zadržava po _____ [dva (2)] primerka.

SNABDEVAČ

KUPAC

MODEL CONTRACT¹ ON LONG-TERM SUPPLY OF AGRICULTURAL BIOMASS FOR ENERGY GENERATION PURPOSES



¹REMARK: Every contract is a result of agreement of wills between contract parties, and the proposed model in legal terms is only one option of contract for long-term supply of agricultural biomass for energy generation purposes, with proposals of the contents of such contract.

CONTENTS:

MODEL CONTRACT ON LONG-TERM SUPPLY OF AGRICULTURAL BIOMASS FOR ENERGY GENERATION PURPOSES	57
INTRODUCTORY REMARKS	60
1. TERMS	62
2. THE SCOPE OF THE CONTRACT	63
3. THE CONTRACT PERIOD	63
4. CHARACTERISTICS OF AGRICULTURAL BIOMASS.....	63
4.1 The contracted quantity of agricultural biomass.....	63
4.2 The contracted quality of agricultural biomass	64
5. THE CONTRACT PRICE	64
6. PLACE OF DELIVERY.....	65
7. OBLIGATIONS OF PARTIES TO THE CONTRACT	66
7.1 Obligations of the Supplier	66
7.1.1 The key obligation of the Supplier	66
7.1.2 Time frame of delivery of agricultural biomass	66
7.1.3 Terms of delivery of the agricultural biomass	66
7.2 Obligations of the Buyer	67
7.2.1 The key obligation of the Buyer	67
7.2.2 Receipt of the agricultural biomass	67
8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED AGRICULTURAL BIOMASS	68
8.1 Determining the quantity	68
8.2 Determining the quality	68
8.3 Claims procedure regarding delivered agricultural biomass	68
9. TRANSFER OF RISK AND OWNERSHIP OF THE AGRICULTURAL BIOMASS	69
9.1. Transfer of risk	69
9.2. Transfer of ownership.....	69
10. PAYMENT FOR DELIVERED AGRICULTURAL BIOMASS	70
10.1. Method of payment.....	70
10.1.1 Issuing the invoice.....	70
10.1.2 Payment of Contract agreed price	70

10.1.3 Late payments.....	70
10.1.4 Complaints regarding issued invoices.....	70
10.2. Security for execution of contractual obligations of the Buyer.....	70
11. CONTRACTUAL PENALTY	72
11.1 Contractual penalty for the Supplier	72
11.2 Contractual penalty for the Buyer	73
12. SECURITY FOR EXECUTION OF DELIVERY OF BIOMASS.....	73
12.1 Purchase in order to compensate.....	73
12.2 Security for execution of contractual obligations of the Supplier	73
13. THE BUYER'S RIGHT TO COMPENSATION FOR DAMAGES	75
14. AMENDMENTS TO THE CONTRACT.....	75
15. UNILATERAL TERMINATION OF THE CONTRACT.....	76
16. FORCE MAJEURE	77
17. EXPIRATION OF CONTRACT RELATIONS	78
18. RESOLUTION OF DISPUTES.....	78
19. NOTICES	79
20. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION	80
22. TRANSITIONAL AND FINAL PROVISIONS	81

INTRODUCTORY REMARKS

Generation of electricity and/or heat from agricultural biomass is a form of energy generation from renewable energy sources.

Certainty and continuity of supplying entities producing energy from agricultural biomass is a key element of reliable production of the necessary quantity of energy from energy generation plants burning agricultural biomass and supplying end users with energy, which is one of the principal objectives and the essence of the energy generation business and thereby also of success of such business undertaking.

The instrument ensuring certainty and continuity of supplying biomass burning energy generating plants with raw materials is the contract for long-term biomass supply. This contract is at the same time also an instrument ensuring financial sustainability of investing in biomass-burning energy generation, precisely because it ensures raw materials for energy generation.

The scope of this Contract is long-term supply of agricultural biomass for energy generation.

The purpose of this Contract is to reduce business risks in production and sale of agricultural biomass (energy crop plantations, fruit and vegetables growing and other forms of plant growing and processing) and to increase the reliability of supply as the basis for long-term planning of production, development and achieving business objectives of the biomass buyer who is at the same time also a producer of energy in plants for energy generation from agricultural biomass.

May, 2016

MODEL CONTRACT²
ON LONG-TERM SUPPLY OF AGRICULTURAL BIOMASS
FOR ENERGY GENERATION PURPOSES

signed between the following Parties to the Contract:

1. Supplier³: _____, represented by (_____, director)

Address: _____

Registry ID number: _____

Tax ID number (PIB): _____

Current account: _____

- hereinafter referred to as: The Supplier

and

2. Buyer: _____, represented by (_____, director)

Address: _____

Registry ID number: _____

Tax ID number (PIB): _____

Current account: _____

- hereinafter referred to as: The Buyer

whereby the Parties have agreed as follows:

²REMARK: Every contract is a result of agreement of wills between contract parties, and the proposed model in legal terms is only one option of contract for long-term supply of agricultural biomass for energy generation purposes, with proposals of the contents of such contract.

³REMARK: If the Supplier is a physical person, such person may instead of the Registry ID number (which, in line with the law, can include also the Tax ID number), enter his/her Personal ID number or number of identity card.

1. TERMS

Article 1

The terms used in this Contract (hereinafter: the Contract) shall have the following meanings for the purposes of the Parties to the Contract:

- 1) **The Parties to the Contract** are the Supplier and the Buyer;
- 2) **The Supplier** is a physical person or entrepreneur, owner⁴, or producer of energy crops plantations, orchards, vegetable or other plant production of processing, or another person engaged in trading of energy plant plantations and other forms of agricultural biomass which can be used as a source of energy;
- 3) **The Buyer** is a company owner of the plant which generates energy from agricultural biomass or developer (investor) of such plant;
- 4) **Biomass**—biomass is raw material for generation of energy, of agreed quantity and quality (energy plant plantations, fruit, vegetables or other plant products or these same products in processed form);
- 5) **Supply of agricultural biomass** is production and making available for taking over of the agreed quantity of biomass, expressed in agreed measuring units (most frequently kg), necessary for continued and long-term supply of the Buyer;
- 6) **The Contractual obligations** are obligations of the parties to the Contract as set out in this Contract;
- 7) **The Contract period** is the period of duration of this Contract;
- 8) **Place of delivery** is the place where the agricultural biomass is made available for the Buyer for taking over the agreed quantity of agricultural biomass of agreed assortment, quantity and quality;
- 9) **Make available for taking over - deliver;**
- 10) **Temporary warehouse** is the place of temporary nature, on the farming truck road, where the agricultural biomass is made available to the Buyer for taking over of the agreed assortment, quantity and quality of agricultural biomass;
- 11) **Dispatch Note** is the document issued by the Supplier accompanying the goods during transport from the place of loading to the destination;
- 12) **Confidential information** is any information related to this Contract or execution thereof, for which the Parties have agreed that they are to be considered confidential, and any other information that the authorized representatives of the Parties to the Contract could learn about each other in the course of executing their contractual obligations, and which are not public information, which are confidential and/or proprietary by their nature, including without any limitation documents and materials of technical, operational, economic, planning, business or financial nature which can be made available to the Supplier or the Buyer under this

⁴REMARK: If the Supplier is a physical person the provisions of this Contract shall also apply to him, along with the application of Article 85, para 2, of the Law on Personal Income ("The Official Gazette RS" No. 24/01, 80/02, 135/04, 62/06, 65/06, 31/09, 44/09, 18/10, 50/11, 91/11 –decision of Constitutional Court 7/12, 93/12, 114/12 – decision of Constitutional Court 8/13, 47/13, 48/13, 108/13, 6/14, 57/14, 68/14, 5/15, 112/15 and 5/16), meaning that he must comply with three requirements, specifically: 1) that it is not a registered agricultural estate; 2) that it does not make payment of contributions under a decision of the Tax Administration and 3) that it is not a beneficiary/receiver of agricultural pension.

Contract, or which the Supplier or the Buyer may acquire or have access to due to execution of obligations under this Contract.

2. THE SCOPE OF THE CONTRACT

Article 2

By virtue of this Contract on long-term supply of agricultural biomass by the Supplier, the Supplier undertakes during the period of duration of the Contract lasting for _____ [enter the number of years, for example 12] years, to supply the Buyer with agricultural biomass intended for energy generation and during such period to make available for takeover the agreed quantity and quality of agricultural biomass in the manner agreed by the Contract, at the agreed place of delivery _____ (location – warehouse of the Buyer/*warehouse of the Supplier/temporary warehouse*), and the Buyer undertakes to take over the delivered agricultural biomass and make payment to the Supplier of the contract price according to the payment terms agreed under the Contract.

3. THE CONTRACT PERIOD

Article 3

The Contract is signed for a period of _____ [*enter the number of years, for example 12 (twelve)*] years.

The first delivery shall be made at the beginning of _____ (month) _____ year.

4. CHARACTERISTICS OF AGRICULTURAL BIOMASS

4.1 The contracted quantity of agricultural biomass

Article 4

The Supplier undertakes to make available for the Buyer for taking over the agricultural biomass in the form of _____ [*enter the type of agricultural biomass, for example, straw, corn stalks and cobs, etc., if necessary also enter alternative different quantities for different types of biomass – in order to define the types of biomass it is recommended to use the Agricultural Biomass Product Catalogue*], in a quantity of _____ m³ per month, which on annual basis amounts to _____ kg, and for the whole duration of the Contract amounts to total _____ kg.

4.2 The contracted quality of agricultural biomass⁵

Article 5

The Supplier undertakes to deliver to the Buyer in the course of the contract period agricultural biomass of type _____ [*enter the type of types of agricultural biomass*], of the following characteristics:

- Parts of plants or whole plants [state which part or parts, for example: whole plants, stalk and leaves, husks, grainy waste, etc.]
- Average moisture content from ___ to ___ determined by specialized gauged device on the ground measurement of moisture in agricultural biomass, which is proven for every measurement by means of certificate of gauging issued by an authorized and certified body for gauging of such instruments,
- The form of biomass [briquettes, pellets, rolls, bulky biomass, etc.],
- Biomass density from ___ to ___ kg/m³,
- And the like.

The Supplier is aware of the purpose for which the biomass is intended for, specifically its utilization on biomass boilers and the Supplier agrees that ___ [*the type of agricultural biomass subject to the contract, ex. straw*] must fulfil also the special requirements in order to be usable for this purpose, even if such requirements are not stated in this Contract or its appendices, and in present and future quality standards.

5. THE CONTRACT PRICE

Article 6

The Buyer undertakes, after each monthly delivery, to pay in favour of the Supplier the contracted price of the delivered agricultural biomass of _____ EUR/kg in dinar equivalent calculated according to the mean exchange rate determined by the National Bank of Serbia valid on the date of the invoice.

The price for 1 (one) kg of agricultural biomass is equivalent to:

[Example number 1]

*The price of 1.25 kWh of electricity sold to industry with full supply, or 1 (one) kg of agricultural biomass with ___ % [*enter the reference moisture content for which the contract price is valid*] of average moisture content by monthly instalment has the equivalent value of 1 kWh electricity sold to industry for full supply.*

Example number 2

⁵REMARK: The proposed quality which is usually agreed, but the parties to the contract may also agree otherwise. In order to define the quality of the agricultural biomass it is possible to consult the Agricultural Biomass Product Catalogue.

- 0.3 value of the average price of wheat grain for the preceding month with ____% [[enter the reference moisture content for which the contract price is valid] of average moisture content by monthly instalment, expressed on the basis of [for example, the Commodity Exchange of Novi Sad] relative to the month for which the supply is made, which is determined on the occasion of every delivery of monthly instalment of agricultural biomass.]

Any increase of the percentage of moisture content of the monthly instalment of agricultural biomass shall have the adversely proportional impact on the price of a kilogram of agricultural biomass in a proportion of _____ [enter the percentage or the reduction in price].

6. PLACE OF DELIVERY

Article 7

OPTION I

Place of delivery is the warehouse of the Buyer, located in _____ (town) at address _____.

If the place of delivery is the Warehouse of the Buyer which is located at _____ (state the name of town) the price from Article 6 of this Contract shall be increased to cover the transport costs.

OPTION II:

Place of delivery is the warehouse of the Supplier, located in _____ (town) at address _____.

OPTION III:

Place of delivery of agricultural biomass shall be the temporary storage at which the Supplier shall make available for takeover the relevant quantity of agricultural biomass per month and which in the course of the year may be at the following locations:

- 1) At location 1 _____ (name of location), in quantity of _____ kg,
- 2) At location 2 _____ (name of location), in quantity of _____ kg,
- 3) At location 3 _____ (name of location), in quantity of _____ kg.

The deviations in the quantity of delivered agricultural biomass at locations stated in para 1 of this article shall not exceed 5% per year per locations, without the possibility to change the locations.

7. OBLIGATIONS OF PARTIES TO THE CONTRACT

7.1 Obligations of the Supplier

7.1.1 *The key obligation of the Supplier*

Article 8

The Supplier undertakes to make continually available for takeover to the Buyer throughout the Contract period the agricultural biomass of the contracted type(s), quantities and quality at the place of delivery.

7.1.2 *Time frame of delivery of agricultural biomass⁶*

Article 9

The Supplier shall, in the period of _____ [enter the number of years, ex. 12 (twelve)] years, make available for takeover by the Buyer the quantity of ___ kg per month, according to the following delivery time frame: in the period from the 1st – 10th day of the month, along with the written notice given to the Buyer at least three working days in advance, for monthly delivery of biomass.

7.1.3 *Terms of delivery of the agricultural biomass*

Article 10

OPTION I:

The Supplier undertakes, according to the written notice for taking over of the agricultural biomass, which shall be submitted to the Buyer at least three working days in advance, to make available the agricultural biomass for delivery at the place of delivery in the contracted assortment, quantity and quality.

The delivery shall be done using the trucks of the Supplier, or trucks which shall be engaged by the Supplier in his name and for his account.

The Supplier shall unload the agricultural biomass from the vehicles in the prescribed manner and with the application of prescribed safety measures.

At the time of delivery/taking over of the agricultural biomass, the Supplier and the Buyer, meaning the authorized person of the Buyer, shall sign the dispatch note, containing the following: 1. Data related to the supplier of agricultural biomass, 2. Data of the authorized person of the Buyer who is taking over the agricultural biomass, 3. The quantity, specifications and quality of the taken over agricultural biomass, and 4. The time of taking over of the agricultural biomass and the registry number of the vehicle.

⁶ REMARK: Should a different time schedule be needed for delivery of biomass, the parties can include the obligation of the Buyer to provide the annual schedule of needed quantities for delivery.

OPTION II:

In cases where the Buyer assumes the obligation of transport, the Supplier shall, according to the written notice for taking over of the agricultural biomass, which shall be submitted at least three working days in advance, make available the agricultural biomass for delivery at the place of delivery in the contracted assortment, quantity and quality.

The Buyer shall load the agricultural biomass into the vehicles in the prescribed manner and with the application of safety measures, which vehicles the Buyer shall engage in his name and for his account.

At the time of delivery/takingover of the agricultural biomass, the Supplier and the Buyer, meaning the authorized person of the Buyer, shall sign the dispatch note, containing the following: 1. Data related to the supplier of agricultural biomass, 2. Data of the authorized person of the Buyer who is taking over the agricultural biomass, 3. The quantity, specifications and quality of the taken over agricultural biomass, and 4. The time of taking over of the agricultural biomass and the registry number of the vehicle.

7.2 Obligations of the Buyer

7.2.1 The key obligation of the Buyer

Article 11

OPTION I:

The Buyer undertakes to take over the delivered agricultural biomass which is unloaded by the Supplier and in return to make payment to the Supplier, in the contracted period, in the contracted manner, of the price of the agricultural biomass.

OPTION II:

The Buyer undertakes to take over, load onto the vehicles and transport the agricultural biomass which has been made available to him and in return to make payment to the Supplier, in the contracted period, in the contracted manner of the price of the agricultural biomass.

7.2.2 Receipt of the agricultural biomass

Article 12

The Buyer undertakes to take over without delay the agricultural biomass which has been made available at the place of delivery.

At the time of taking over the agricultural biomass, the Buyer and the Supplier, or another authorized person of the Supplier, shall sign the Dispatch Note from Article 10, para 4/3, of this Contract.

8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED AGRICULTURAL BIOMASS

8.1 Determining the quantity⁷

Article 13

The quantity of the delivered agricultural biomass of the contracted type(s) shall be determined by measuring by means of a scale at the storage of the Buyer / **at the storage of the Supplier / at the temporary storage**, at the time of delivery to the Buyer.

The allowed variations in the delivered quantity of agricultural biomass shall be _____ [*enter a percentage, for example 10%*] of the total contracted instalment of delivery of agricultural biomass.

8.2 Determining the quality

Article 14

The quality of the agricultural biomass supplied under the Contract shall be determined for each individual takingover of the instalment of delivery of contracted agricultural biomass by visual examination by the authorized person of the Buyer, at which time the authorized person of the Buyer/ the authorized person of the Supplier shall measure the moisture content of each delivery instalment of agricultural biomass by using specialized adequately gauged measuring device to measure the moisture content of agricultural biomass on _____ [*state the number of samples, for example 5 (five)*] samples, in places selected by the Buyer.

The authorized person of the Buyer and the authorized person of the Supplier shall guarantee by their signatures that the taking over has been effected of the contracted type(s) and quantity of agricultural biomass with the moisture content as stated on the dispatch note.

The authorized person of the Buyer cannot be held responsible for hidden legal or physical⁸ defects of the agricultural biomass.

8.3 Claims procedure regarding delivered agricultural biomass⁹

Article 15

⁷REMARK: The proposed manner of determining the quantity is the usual method used in practice, but the parties to the contract may agree otherwise.

⁸REMARK: The provision stating that the authorized person of the Buyer cannot be responsible for the hidden defects of the taken over agricultural biomass is applicable in cases where delivery is performed in closed storages.

⁹REMARK: The proposed claims procedure is applicable in cases where delivery is performed in closed storages.

The claims procedure for delivered agricultural biomass implies repeated determination (review) of the quantity or quality of delivered goods by the parties to the Contract, a third party – authorized institution or appointed court expert witness of agricultural qualification, provided that both parties must agree regarding the choice of the third party.

The Buyer shall file any potential claims to the Supplier in written form, within 5 (five) working days of the day of taking over of agricultural biomass.

In case of filing a claim, the Buyer shall be obliged to preserve and not to make use of the delivered agricultural biomass under the specification in the Dispatch Note and not make use of it until review of the actual state of goods is made, and the Supplier shall make an insight into the situation within 5 (five) working days of the claim being submitted.

If the Supplier fails, without a justified reason, to undertake insight into the delivered biomass within the deadline from para 3 of this article, it shall be considered that the Supplier has accepted the claim.

The costs relevant to the claim from this article shall be borne by the Party to the Contract which initiated the claim.

After the claim procedure is finalized, if it is determined that the difference between the actually delivered quantity and the quantity of biomass stated on the Dispatch Note or the accompanying document exceeds ____ [ex. +/-5%], the costs associated with the procedure shall be borne by the Party to the Contract which was in the wrong.

9. TRANSFER OF RISK AND OWNERSHIP OF THE AGRICULTURAL BIOMASS

9.1. Transfer of risk

Article 16

OPTION I:

The risk in case of loss or damage of delivered agricultural biomass is transferred from the Supplier to the Buyer at the location of delivery, as of the moment of unloading from the truck of the Supplier which is used for transport of the monthly instalment of agricultural biomass.

OPTION II:

The risk in case of loss or damage of delivered agricultural biomass is transferred from the Supplier to the Buyer at the location of delivery, as of the moment of taking over the goods for loading into the truck of the Buyer which is to be used for transport of the monthly instalment of agricultural biomass from that location.

9.2. Transfer of ownership

Article 17

The moment of transfer of risk in case of loss or damage to the delivered monthly instalment of agricultural biomass from the Supplier to the Buyer is also the moment of transfer of ownership over this monthly instalment of agricultural biomass.

10. PAYMENT FOR DELIVERED AGRICULTURAL BIOMASS

10.1. Method of payment

10.1.1 Issuing the invoice

Article 18

The Supplier shall within not more than 3 (three) working days of the day of taking over of the monthly instalment of agricultural biomass by the Buyer issue the invoice to the Buyer for the delivered monthly instalment of agricultural biomass which has been taken over by the Buyer.

10.1.2 Payment of Contract agreed price

Article 19

The Buyer undertakes that he shall make payment for the delivered agricultural biomass not later than _____ [*enter the number of days, ex. between 5 and 15, but do state a certain number*] days of the date of receipt of the invoice under Article 18 of this Contract issued by the Supplier.

10.1.3 Late payments

Article 20

In case of late payment, the Supplier shall maintain the right to calculate the legally prescribed default interest to the Buyer.

10.1.4 Complaints regarding issued invoices

Article 21

Complaints regarding issued invoices and complaints regarding calculated default interest shall be filed within 8 (eight) calendar days of the day of receipt of the invoice issued by the Supplier, or the calculation of interest calculated by the Supplier, since otherwise they will be rejected.

10.2. Security for execution of contractual obligations of the Buyer

[*The Parties to the Contract may agree that the Buyer shall be obliged to provide both security instruments under a) and b) or just one instrument which is acceptable for the Supplier (which will result in changing the numbering of articles in this Contract)*]

a) Instrument of security of payment by the Buyer

Article 22

The Buyer undertakes to provide to the Supplier at the time of signing of this Contract four valid and registered blank bills of exchange, in line with the prevailing regulations regulating payment operations and in line with the valid decision regulating conditions, contents and manner of keeping a registry of bills of exchange and proxies, sealed with the seal and signed by an authorized person representing the Buyer, whereby the Buyer duly guarantees timely execution of his obligations, specifically payment of: delivered agricultural biomass, legal default interest, contractual penalty and costs of complaints regarding the delivered agricultural biomass.

Along with the bills of exchange from para 1 of this article, the Buyer shall submit to the Supplier a duly filled and verified bill of exchange authorization and copies of the list of deposited authorized signatures issued by the commercial bank which the Buyer stated in the B/E authorization, so that the Supplier can fill in the received B/E in compliance with this Contract.

The bills of exchange and the B/E authorization from para 1 and 2 of this article shall be held by the Supplier until full execution of Buyer's obligations under the Contract and after the execution of the Contract the Supplier shall return them to the Buyer at his written request.

The Supplier shall protest the bills of exchange from para 1 of this article requesting payment amounting to unpaid amounts based on:

- 1) Invoices for delivered agricultural biomass according to Article 18 of this Contract,
- 2) Calculated legal default interest in accordance with Article 20 of this Contract,
- 3) The contractual penalty in accordance with Article 25 of this Contract,
- 4) Costs of claims regarding delivered agricultural biomass in accordance with Article 15 of this Contract.

After the utilization of any blank solo Bill of Exchange from para 1 of this Article, the Buyer shall provide a new blank solo Bill of Exchange with the B/E authorization from para 2 of this Article within 3 (three) working days of receipt of the notification by the Supplier that he has protested the B/E for payment.

Should the Buyer fail to provide a new blank solo Bill of Exchange with the B/E authorization from para 5 of this Article, the Supplier shall have the right to unilaterally terminate the Contract and other rights related to termination of Contract.

b) Instrument securing the execution of all contractual obligations of the Buyer

Article 23

The Buyer undertakes to provide for the Supplier an irrevocable, unconditional (without recourse) and at sight performance bank guarantee for execution of all obligations under this Contract in the amount of _____ RSD/EUR [*amount to be determined as % of contractual annual deliveries of agricultural biomass between the Buyer and the Supplier*].

The Supplier shall present the bank guarantee from para 1 of this article for collection if the Buyer fails to make payment in favour of the Supplier within the contract defined period for: delivered

agricultural biomass, legal default interest, the contractual penalty, or costs of claims for delivered biomass.

The Buyer shall provide the bank guarantee from para 1 of this article after the signing of this Contract, which comes into effect as of the moment of the bank guarantee being presented.

The bank guarantee shall be issued for a period of 12 (twelve) months and shall be automatically extended annually so that it covers the period of at least 30 (thirty) days longer than the deadline for final execution of obligations under this Contract.

The Buyer undertakes to notify the Supplier regarding the extension of the bank guarantee not later than 30 (thirty) days prior to the maturity of the guarantee for the preceding period of 12 (twelve) months.

Should it happen that during the validity of the Contract the deadline for execution of the Contract changes, the validity of the bank guarantee from para 1 of this article shall also be extended.

In case that the Buyer provides a bank guarantee issued by a foreign bank, such bank must be acceptable to the Supplier.

If the bank guarantee from para 1 of this article is presented for collection and collected, and this Contract is still valid, the Buyer shall be obliged to provide a new bank guarantee with all characteristics stated in para 1, 2, and 4 of this article to the Supplier without delay [*optional could be added: which shall not be longer than 30 (thirty) days*] of the day of receiving the notification from the Supplier that he has presented the bank guarantee from para 1 of this article for collection.

11. CONTRACTUAL PENALTY

11.1 Contractual penalty for the Supplier

Article 24

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of agricultural biomass in the agreed quality at the place of delivery according to the timeframes of delivery, the Buyer shall have the right to collect from the Supplier the amount of contractual penalty amounting to 3% of the value of the monthly instalment of delivery of agricultural biomass for each day of delay, not exceeding a period of 10 (ten) days.

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of agricultural biomass within the additional 10 (ten) days of the contractually agreed delivery, the Buyer shall have the right to make a purchase in order to compensate the quantity from Article 26 of this Contract.

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of agricultural biomass in the agreed quality at the place of delivery according to the timeframes of delivery for 2 (two) monthly instalments of delivery of agricultural biomass during any calendar year, the Buyer shall have the right to collect from the Supplier the contractual penalty amounting to _____ [*ex. 25% of the value annually of (3 (three) monthly instalments) of delivery of agricultural biomass*] and to terminate this Contract.

11.2 Contractual penalty for the Buyer

Article 25

Should the Buyer fail to notify and to take over from the Supplier the monthly instalment of delivery of agricultural biomass within the contractually agreed period by the 10th day of the month or during the extended deadline of additional 10 (ten) days along with the collection of the default interest for the contract price of the relevant instalment, the Supplier shall have the right to sell the agricultural biomass from the specific monthly instalment to a third party and to collect the difference in price from the Buyer, which shall not release the Buyer of his contractual obligation with respect to contractual penalty and other obligations under this Contract.

Should the Buyer fail to take over the agricultural biomass according to the contractually agreed timeframe, and should he within one calendar year fail to notify and take over 2 (two) monthly instalments of delivery agricultural biomass, the Supplier shall have the right to collect from the Buyer the contractual penalty amounting to _____ [*ex. 25% of the value annually of (3 (three) monthly instalments) of delivery of agricultural biomass*] and to terminate this Contract.

12. SECURITY FOR EXECUTION OF DELIVERY OF BIOMASS

12.1 Purchase in order to compensate

Article 26

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of agricultural biomass of the agreed type at the place of delivery according to the timeframes of delivery, the Buyer shall have the right to purchase from a third party the undelivered quantity of contractually agreed monthly instalment of agricultural biomass of agreed type(s) [*if applicable in the specific case, the following text can be added: or other adequate fuel*] in order to ensure continuity of energy generation in the plant to which the supply refers, and to collect from the Supplier the difference in price plus any costs of agricultural biomass) [*if applicable in the specific case, the following text can be added: or other adequate fuel*] supplied by a third person in accordance with this article and the average price of instalment of delivery of agricultural biomass over the past three months preceding the delivery of the instalment prior to the purchase in order to compensate under this Article.

In case from para 1 of this article, the Buyer shall be obliged to notify the Supplier of the purchase of the other type of biomass [*if applicable in the specific case, the following text can be added: or other adequate fuel*] from a third person in order to compensate for the undelivered quantity of the monthly instalment of agricultural biomass of contractually agreed quality two (2) working days prior to signing a contract with the third party.

12.2 Security for execution of contractual obligations of the Supplier

[*The Parties to the Contract may agree that the Supplier shall be obliged to provide two instruments of security under a) and b) or only one instrument which is acceptable to the Buyer*]

a) Instrument of security of payment of obligations of the Supplier

Article 27

The Supplier undertakes to provide to the Buyer at the time of signing of this Contract four valid and registered blank bills of exchange, in line with the prevailing regulations regulating payment operations and in line with the valid decision regulating conditions, contents and manner of keeping a registry of bills of exchange and proxies, sealed with the seal and signed by an authorized person representing the Supplier, whereby the Supplier duly guarantees timely execution of his obligations, specifically payment of: contractual penalty, the difference in price between the purchase for compensation from third parties and the contractually agreed price of agricultural biomass for the current year, and the cost associated with claims for delivered agricultural biomass.

Along with the bills of exchange from para 1 of this article, the Supplier shall submit to the Buyer a duly filled and verified bill of exchange authorization and copies of the list of deposited authorized signatures issued by the commercial bank which the Supplier stated in the B/E authorization, so that the Buyer can fill in the received B/E in compliance with this Contract.

The bills of exchange and the B/E authorization from para 1 and 2 of this article shall be held by the Buyer until full execution of Supplier's obligations under the Contract and after the execution of the Contract the Buyer shall return them to the Supplier at his written request.

The Buyer shall protest the bills of exchange from para 1 of this article requesting payment amounting to unpaid amounts based on:

- 1) The contractual penalty in accordance with Article 24 of this Contract,
- 2) The difference in price between the purchase for compensation from third parties and the contractually agreed price of agricultural biomass for the current year in accordance with Article 26 of this Contract,
- 3) Costs of claims regarding delivered agricultural biomass in accordance with Article 15 of this Contract.

After the utilization of any blank solo bill of exchange pursuant to para 1 of this article, the Supplier shall be obliged to provide a new blank solo bill of exchange with the B/E authorization pursuant to para 2 of this article, within 3 (three) working days of receipt of notification by the Buyer that he has protested the B/E for payment.

Should the Supplier fail to provide the new blank solo bill of exchange (with the relevant B/E authorization) pursuant to para 5 of this article, the Buyer shall be entitled to unilaterally terminate the Contract and other rights related to termination of Contract.

b) Instrument of security of delivery of biomass

Article 28

The Supplier undertakes to provide for the Buyer an irrevocable, unconditional (without recourse) and at sight performance bank guarantee for execution of all obligations under this Contract in the amount of _____ RSD/EUR [*amount to be determined as % ranging from 10 to 20% of contractual annual deliveries of agricultural biomass*].

The Buyer shall present the bank guarantee from para 1 of this article for collection if the Supplier fails to execute any of the obligations he has undertaken under this Contract.

The Supplier shall provide the bank guarantee from para 1 of this article after the signing of this Contract, which comes into effect as of the moment of the bank guarantee being presented.

The bank guarantee shall be issued for a period of 12 (twelve) months and shall be automatically extended annually so that it covers the period of at least 30 (thirty) days longer than the deadline for final execution of obligations under this Contract.

The Supplier undertakes to notify the buyer regarding the extension of the bank guarantee not later than 30 (thirty) days prior to the maturity of the guarantee for the preceding period of 12 (twelve) months.

Should it happen that during the validity of the Contract the deadline for execution of the Contract changes, the validity of the bank guarantee from para 1 of this article shall also be extended.

In case that the Supplier provides a bank guarantee issued by a foreign bank, such bank must be acceptable to the Buyer.

If the bank guarantee from para 1 of this article is presented for collection and collected, and this Contract is still valid, the Supplier shall be obliged to provide a new bank guarantee with all characteristics stated in para 1, 2, and 4 of this article to the buyer without delay [*optional could be added: which shall not be longer than 30 (thirty) days*] of the day of receiving the notification from the Buyer that he has presented the bank guarantee from para 1 of this article for collection.

13. THE BUYER'S RIGHT TO COMPENSATION FOR DAMAGES

Article 29

Should one Party to the Contract cause damage to the other Party to the Contract, the damaged party shall have the right to request compensation for damage from the other Party or persons acting under the instructions of the other Party to the Contract, unless damages have already been compensated under a different basis.

If the damage caused under para 1 of this article exceeds the compensation that the damaged party has already received from the other Party to the Contract under a different basis, the damaged party shall have the right to compensation for damages amounting to the difference in the amount representing the balance between the amount of damage caused and the compensation received.

14. AMENDMENTS TO THE CONTRACT

Article 30

Any changes to this Contract can only be made by an Annex in written form and any changes and/or additions to this Contract which are not made in writing shall not produce legal effect.

In case of changing the legal form of the Parties to the Contract this Contract shall be amended accordingly to reflect it.

The Contract can be changed also in other circumstances, according to the will of the parties, in line with the law.

15. UNILATERAL TERMINATION OF THE CONTRACT

Article 31

By signing this Contract the Buyer guarantees that he conducts his business and shall continue throughout the duration of the Contract to conduct business in compliance with the law and other prevailing regulations valid in the Republic of Serbia. The existence of circumstances on the side of the Buyer which are contrary to the said guarantee can be the basis for the Supplier to terminate this Contract.

The Supplier may, pursuant to provisions of this Contract, unilaterally terminate the Contract for the following reasons:

- 1) If the Buyer fails to provide to the Supplier the instruments of security of payment for contractual obligations by the Buyer, within the contract agreed time (Article 22 para 5, and Article 23 para 8 of this Contract/ Article 22 para 5 of this Contract/ Article 23 para 8 of this Contract);
- 2) If the Buyer fails to pay the debt (costs, interest and principal) within _____ days of its maturity;
- 3) If the Buyer fails to take over the agricultural biomass according to the Contract agreed time dynamics and fails to notify and take over 2 (two) monthly instalments of agricultural biomass during one calendar year (Article 25 para 2 of this Contract).

The Buyer may, pursuant to provisions of this Contract unilaterally terminate the Contract for the following reasons:

- 1) If the Supplier fails to provide to the Buyer the instruments of security of payment for contractual obligations by the Buyer, within the contract agreed time (Article 27 para 5 and Article 28 para 8 of this Contract/ Article 27 para 5 of this Contract/ Article 28 para 8 of this Contract);
- 2) If the Supplier fails to provide to the Buyer for taking over 2 (two) monthly instalments of agricultural biomass during one calendar year (Article 24 para 3 of this Contract);
- 3) If the Supplier fails to make available the agricultural biomass to the Buyer at the Contract agreed location at the Contract agreed time, after which the Buyer purchases such biomass from a third party, and the Supplier refuses to pay the difference between the price increased by all delivery costs for delivery of agricultural biomass by third party and the Contract price determined for the current year (Article 26 para 1 of this Contract).

Except in cases from para 2 and 3 of this article, each Party to the Contract may unilaterally terminate the Contract if it determines that the other party has in the course of closing this Contract has used inaccurate or false information.

The unilateral termination of contract and any other action related to termination (warning, determining the extension period of the Contract, and other) shall be made exclusively in written form and as such submitted to the other Party to the Contract.

If one Party to the Contract unilaterally terminates the Contract without justification and contrary to provisions of this article, the other Party to the Contract shall have the right to compensation for damage due to unilateral termination of this Contract.

In case that one Party to the Contract requires unilateral termination although the other Party regularly executes its obligations under the Contract, the Party requesting termination shall be obliged to make payment to the other party in form of compensation amounting to _____ [ex. 25% value annually of (3 (three) monthly instalments) of delivery of agricultural biomass], and to compensate all damage caused.

16. FORCE MAJEURE

Article 32

The failure of the Parties to the Contract to execute any obligation of provision of this Contract shall not result in claims of one Party to the Contract to the other Party, nor shall it be considered to represent the violation of this Contract, if such failure is a consequence of Force Majeure.

Force Majeure for the purposes of para 1 of this article shall mean any unpredictable and unavoidable event which is out of the control or will of the Parties to the Contract. The cases of Force Majeure relieving the Parties to the Contract from obligations shall be considered to be the events after the signing of this Contract which by their nature prevent the execution of the Contract: fire, flooding, earthquakes, epidemics, strikes, and other unforeseeable natural disasters which are out of the control of the Parties to the Contract, as well as acts of war, conflicts, uprisings, sabotage, imposing of embargo or blockade, malicious acts or sanctions of a state introduced "de jure" or "de facto". Apart from the aforesaid, the Force Majeure shall also include any event, circumstance or combination thereof, which go beyond the regular events and circumstances that are outside of the power of the Parties to the Contract and which are not caused by the error or negligence of the Parties to the Contract, and which have happened on the day or after the signing of this Contract and impact the exercising of rights and obligations under this Contract, and whose effects despite all reasonable care could not have been anticipated, prevented, removed or mitigated by the Parties to the Contract.

Execution of obligations prevented by the case of Force Majeure shall be delayed for the duration of the Force Majeure.

The Contract Party which, due to the effects of Force Majeure, requests to be relieved of obligations shall so notify the other Party in writing, stating the facts of the Force Majeure, the expected duration thereof and evidence of the existence of Force Majeure.

The certificate issued by the Serbian Chamber of Commerce regarding the onset and effects of Force Majeure to which the Contract Party is making reference shall be considered appropriate evidence of the Force Majeure or difficulties in executing obligations under the Contract.

After the Force Majeure is over, the Parties to the Contract shall continue executing the delayed obligations which shall again become operational.

Should the onset of Force Majeure prevent the Supplier from executing his obligations (or part thereof) for a period exceeding three months, the Parties to the Contract shall agree on how to proceed with respect to this Contract.

17. EXPIRATION OF CONTRACT RELATIONS

Article 33

This Contract shall expire after the deadline for the execution of contractual obligations.

Exceptionally, the Contract shall expire with the termination thereof, but shall remain in effect until final settlement regarding obligations under the Contract.

The Contract can also expire with the termination of the Parties to the Contract.

If ownership or status changes happen regarding any of the Parties to the Contract in the course of the Contract, the Contract shall remain in effect and shall be taken over by the legal successors of the Parties to the Contract.

18. RESOLUTION OF DISPUTES

Article 34

Any disputes or disagreements arising from or in relation to this Contract or failure to execute obligations under the Contract, termination or expiration of the Contract shall be resolved amicably by the parties.

OPTION I

If the Parties to the Contract cannot amicably resolve disputes, disagreements, or claims arising from or in relation to this Contract or failure to execute obligations under the Contract, termination or expiration of the Contract, such disputes shall be referred to and settled by the competent court in _____.

OPTION II

If the Parties to the Contract cannot amicably resolve disputes, disagreements, or claims arising from or in relation to this Contract or failure to execute obligations under the Contract, termination or expiration of the Contract, such disputes shall be referred to and settled by the Foreign Trade Arbitration _____ *[state the name of the Arbitration, ex. International*

Chamber of Commerce in Paris, The Serbian Chamber of Commerce, the Chamber of Commerce in Stockholm, or another].

The Arbitration Council shall consist of _____ [ex. three or one] arbitrar.

The seat of the arbitration council shall be in_____ [state the place where arbitration shall be held, Paris, Belgrade, Stockholm, or another appropriate place].

The Arbitration shall apply substantive law of [state the name of the country whose substantive law shall be applicable, ex. Switzerland].

The language of the arbitration shall be _____ [state the language in which the arbitration procedure shall be held, ex. the English language].

19. NOTICES

Article 35

The Parties to the Contract shall promptly notify the other Party of all circumstances which may have an impact on the execution of the Contract, and any changes which have relevant impacts on the execution of agreed obligations.

To that effect, both Parties to the Contract shall:

1) Promptly notify the other Party to the Contract in writing of possible limitations of technical, material, legal or any other nature which slow down, interrupt or render impossible the deliveries of goods under the Contract (or parts of goods) or activities of third persons who could have a major impact on delivery of agreed goods under the Contract,

2) In everything act in compliance with generally accepted standards of conducting business and in good faith and shall each be responsible for the obligations which they have undertaken.

Article 36

All notices which the parties send to each other under this Contract shall be sent in writing by registered mail or mail with receipt confirmation, by telefax or e-mail (the details of which shall be given in writing), to the below stated addresses:

a) Address of the Supplier:

Name: _____

Address: _____

E-mail: _____

Fax: _____

Contact person: _____

b) Address of the Buyer:

Name: _____

Address: _____

E-mail: _____

Fax: _____
Contact person: _____

20. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION

Article 37

In the course of executing this Contract, the Parties to the Contract undertake to act in a manner which shall not cause damage to the other Party.

The Parties to the Contract agree and undertake, without any limitations, throughout the duration of the Contract and after its expiry, as well as in case of its termination, to respect the obligation of protecting the business secrets and other confidential information, and to refrain from using or disclosing information which represent business secret and other confidential information, where such disclosure is contrary to this Contract or where no consent has been ensured from both Parties to the Contract.

Throughout the duration of this Contract as well as after its termination and expiration, the Parties to the Contract undertake as follows:

1. To protect the business secret and all confidential information in strict confidentiality and to refrain from any form of disclosure and/or publication and/or transfer of confidential information, in whole or in part, directly or indirectly, to any third person, without first having received the written consent of the other Party to the Contract;
2. Not to use any confidential information for any purpose except for the purpose of executing the obligations under the Contract and in accordance with this Contract.

The exceptions from protecting the business secret and confidential information from para 2 of this article exist when data is provided to banks, other financial or credit institution or potential investors, when there is a mandatory obligation to provide or publish data in accordance with the law or when so requested by the competent public authority.

22. TRANSITIONAL AND FINAL PROVISIONS

Article 38

This Contract shall annul, supersede and replace all preceding contracts or agreements, written or oral, between the parties with respect to its relevant substance.

Article 39

This Contract shall be considered closed as of the day it is signed by authorized representatives of both Parties to the Contract, and if the authorized representatives did not sign it on the same day the Contract shall be considered closed as of the day of the second signature in time sequence.

This Contract shall come into effect the following day after both Parties to the Contract exchange the instruments of security of contractual obligations, except for provisions of Articles 22, 23, 27, and 28 which come into effect as of the day of signature of this Contract.

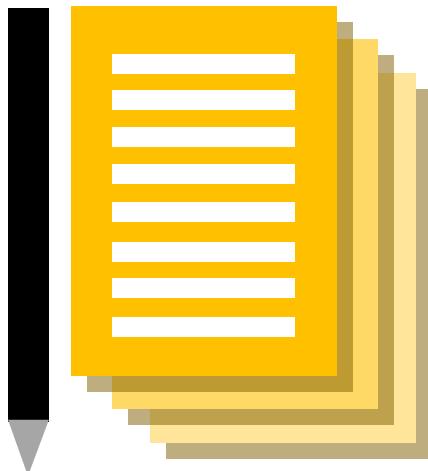
Article 40

This Contract is made in _____ [four (4)] identical copies, of which each party to the Contract shall keep _____ [two (2)] copies.

THE SUPPLIER

THE BUYER

MODEL CONTRACT¹ ON LONG-TERM SUPPLY OF BIOMASS OF ANIMAL ORIGIN – MANURE – FOR ENERGY GENERATION PURPOSES



¹REMARK: Every contract is a result of agreement of wills between contract parties, and the proposed model in legal terms is only one option of contract for long-term supply of biomass (except slaughter house waste) for energy generation purposes, with proposals of the contents of such contract.

CONTENTS:

MODEL CONTRACT ON LONG-TERM SUPPLY OF BIOMASS OF ANIMAL ORIGIN – MANURE - FOR ENERGY GENERATION PURPOSES	82
INTRODUCTORY REMARKS	85
1. TERMS	87
2. THE SCOPE OF THE CONTRACT	88
3. THE CONTRACT PERIOD	88
4. CHARACTERISTICS OF BIOMASS.....	88
4.1 The contracted quantity of biomass	88
4.2 The contracted quality of biomass.....	88
5. THE CONTRACT PRICE	89
6. PLACE OF DELIVERY.....	89
7. OBLIGATIONS OF PARTIES TO THE CONTRACT	90
7.1 Obligations of the Supplier	90
7.1.1 The key obligation of the Supplier	90
7.1.2 Time frame of delivery of biomass	90
7.1.3 Terms of delivery of the biomass.....	90
7.2 Obligations of the Buyer	91
7.2.1 The key obligation of the Buyer	91
7.2.2 Receipt of the biomass.....	91
8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED BIOMASS	92
8.2 Determining the quality	92
8.3 Claims procedure regarding delivered biomass	92
9. TRANSFER OF RISK AND OWNERSHIP OF THE BIOMASS	93
9.1. Transfer of risk	93
9.2. Transfer of ownership.....	93
10. PAYMENT FOR DELIVERED BIOMASS	94
10.1. Method of payment.....	94
10.1.1 Issuing the invoice.....	94
10.1.2 Payment of Contract agreed price	94
10.1.3 Late payments.....	94

10.1.4 Complaints regarding issued invoices.....	94
10.2. Security for execution of contractual obligations of the Buyer.....	94
11. CONTRACTUAL PENALTY	96
11.1 Contractual penalty for the Supplier	96
11.2 Contractual penalty for the Buyer	97
12. SECURITY FOR EXECUTION OF DELIVERY OF BIOMASS.....	97
12.1 Purchase in order to compensate.....	97
12.2 Security for execution of contractual obligations of the Supplier	97
13. THE BUYER'S RIGHT TO COMPENSATION FOR DAMAGES	99
14. AMENDMENTS TO THE CONTRACT.....	99
15. UNILATERAL TERMINATION OF THE CONTRACT.....	100
16. FORCE MAJEURE	101
17. EXPIRATION OF CONTRACT RELATIONS	102
18. RESOLUTION OF DISPUTES.....	102
19. NOTICES	103
20. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION	104
22. TRANSITIONAL AND FINAL PROVISIONS	105

INTRODUCTORY REMARKS

Generation of electricity and/or heat from biomass of animal origin, i.e. animal waste originating from farms and industry (except slaughter house waste) is a form of energy generation from renewable energy sources.

Certainty and continuity of supplying entities producing energy from biomass of animal origin is a key element of reliable production of the necessary quantity of energy from energy generation plants burning biomass and supplying end users with energy, which is one of the principal objectives and the essence of the energy generation business and thereby also of success of such business undertaking.

The instrument ensuring certainty and continuity of supplying biomass burning energy generating plants with raw materials is the contract for long-term supply of biomass of animal origin. This contract is at the same time also an instrument ensuring financial sustainability of investing in biomass-burning energy generation, precisely because it ensures raw materials for energy generation.

The scope of this Contract is long-term supply of biomass of animal origin for energy generation.

The purpose of this Contract is to reduce business risks in production and sale of biomass of animal origin, specifically manure from farms and industry (except slaughter house waste) and to increase the reliability of supply as the basis for long-term planning of production, development and achieving business objectives of the biomass buyer who is at the same time also a producer of energy in plants for energy generation from agricultural biomass.

May, 2016

MODEL CONTRACT²
ON LONG-TERM SUPPLY OF BIOMASS OF ANIMAL ORIGIN – MANURE –
FOR ENERGY GENERATION PURPOSES

signed between the following Parties to the Contract:

1. Supplier³: _____, represented by (_____, director)

Address: _____

Registry ID number: _____

Tax ID number (PIB): _____

Current account: _____

- hereinafter referred to as: The Supplier

and

2. Buyer: _____, represented by (_____, director)

Address: _____

Registry ID number: _____

Tax ID number (PIB): _____

Current account: _____

- hereinafter referred to as: The Buyer

whereby the Parties have agreed as follows:

²REMARK: Every contract is a result of agreement of wills between contract parties, and the proposed model in legal terms is only one option of contract for long-term supply of biomass for energy generation purposes, with proposals of the contents of such contract.

³REMARK: If the Supplier is a physical person, such person may instead of the Registry ID number (which, in line with the law, can include also the Tax ID number), enter his/her Personal ID number or number of identity card.

1. TERMS

Article 1

The terms used in this Contract (hereinafter: the Contract) shall have the following meanings for the purposes of the Parties to the Contract:

- 1) **The Parties to the Contract** are the Supplier and the Buyer;
- 2) **The Supplier** is a legal entity or entrepreneur, owner⁴, or producer of biomass of animal origin (except slaughter house waste) – manure, or another person engaged in trading of biomass of animal origin - manure;
- 3) **The Buyer** is a company owner of the plant which generates energy from biomass or developer (investor) of such plant;
- 4) **Biomass–agricultural biomass of animal origin – manure** is raw material for energy generation, of contractually agreed quantity and quality;
- 5) **Supply of agricultural biomass** is production and making available for taking over of the agreed quantity of biomass, expressed in agreed measuring units (kg/m³), necessary for continued and long-term supply of the Buyer;
- 6) **The Contractual obligations** are obligations of the parties to the Contract as set out in this Contract;
- 7) **The Contract period** is the period of duration of this Contract;
- 8) **Place of delivery** is the place where the biomass is made available for the Buyer for taking over the agreed quantity and quality of biomass;
- 9) **Make available for taking over - deliver;**
- 10) **Dispatch Note** is the document issued by the Supplier accompanying the goods during transport from the place of loading to the destination;
- 11) **Confidential information** is any information related to this Contract or execution thereof, for which the Parties have agreed that they are to be considered confidential, and any other information that the authorized representatives of the Parties to the Contract could learn about each other in the course of executing their contractual obligations, and which are not public information, which are confidential and/or proprietary by their nature, including without any limitation documents and materials of technical, operational, economic, planning, business or financial nature which can be made available to the Supplier or the Buyer under this Contract, or which the Supplier or the Buyer may acquire or have access to due to execution of obligations under this Contract.

⁴REMARK: If the Supplier is a physical person the provisions of this Contract shall also apply to him, along with the application of Article 85, para 2, of the Law on Personal Income ("The Official Gazette RS" No. 24/01, 80/02, 135/04, 62/06, 65/06, 31/09, 44/09, 18/10, 50/11, 91/11 –decision of Constitutional Court 7/12,93/12, 114/12 – decision of Constitutional Court 8/13, 47/13, 48/13, 108/13, 6/14, 57/14, 68/14, 5/15, 112/15 and 5/16), meaning that he must comply with three requirements, specifically: 1) that it is not a registered agricultural estate; 2) that it does not make payment of contributions under a decision of the Tax Administration and 3) that it is not a beneficiary/receiver of agricultural pension.

2. THE SCOPE OF THE CONTRACT

Article 2

By virtue of this Contract on long-term supply by the Supplier, the Supplier undertakes during the period of duration of the Contract lasting for _____ [enter the number of years, for example 12] years, to supply the Buyer with biomass intended for energy generation and during such period to make available for takeover the agreed quantity and quality of agricultural biomass in the manner agreed by the Contract, at the agreed place of delivery _____ (location – warehouse of the Buyer/*warehouse of the Supplier*), and the Buyer undertakes to take over the delivered biomass and make payment to the Supplier of the contract price according to the payment terms agreed under the Contract.

3. THE CONTRACT PERIOD

Article 3

The Contract is signed for a period of _____ [*enter the number of years, for example 12 (twelve) years*].

The first delivery shall be made at the beginning of _____ (month) _____ year.

4. CHARACTERISTICS OF BIOMASS

4.1 The contracted quantity of biomass

Article 4

The Supplier undertakes to make available for the Buyer for taking over the biomass – manure - in a quantity of _____ kg/m³ per month, which on annual basis amounts to _____ kg/m³, and for the whole duration of the Contract amounts to total _____ kg/m³.

4.2 The contracted quality of biomass⁵

Article 5

The Supplier undertakes to deliver to the Buyer in the course of the contract period manure originating from _____ [*specify if the manure is originating from dairy cows, fattening cows, pigs, poultry, horses, goats or sheep*], of the following characteristics - [select one or all proposed characteristics]:

⁵REMARK: In order to define the quality of the manure it is possible to consult the Agricultural Biomass Product Catalogue.

- With or without bedding [*state the option which is adequate for the agreed quality*],
- Which had undergone separation or not [*state the option which is adequate for the agreed quality*],
- Share of solid matter in the manure (%) from ___ to ___.

The quality of biomass is to be determined by the Buyer when taking over the biomass by its examination. The share of solid matter is determined by authorized laboratories using standardized methods.

[In case of agreeing on manure of different origins and quality, state each option separately]

5. THE CONTRACT PRICE

Article 6

The Buyer undertakes, after each monthly delivery, to pay in favour of the Supplier the contracted price of the delivered biomass of _____ EUR/kg/m³ in dinar equivalent calculated according to the mean exchange rate determined by the National Bank of Serbia valid on the date of the invoice.

[Example of the possibility of adjusting contract prices with potential changes in one of the characteristics of biomass quality: Any average reduction in the percentage of solid matter participation in the monthly annuity of biomass supply affects the price of biomass proportionally _____ [insert percentage ratio of reduced prices].

In case of major changes in the price or quality of the biomass on the market, the parties may agree to change the contract price of biomass, the whole contract period or a specific annuity of the supply. If the contracting parties fail to accept the price referred to in paragraph 3 of this Article, this Agreement will be terminated]

6. PLACE OF DELIVERY

Article 7

OPTION I

Place of delivery of the biomass is the warehouse of the Buyer, located in _____ (town) at address _____.

If the place of delivery is the Warehouse of the Buyer which is located at _____ (state the name of town) the price from Article 6 of this Contract shall be increased to cover the transport costs.

OPTION II:

Place of delivery of the biomass is the warehouse of the Supplier, which can be at the following locations:

- 1) At location 1 _____ (name of location), in quantity of _____ kg/m³,
- 2) At location 2 _____ (name of location), in quantity of _____ kg/m³,
- 3) At location 3 _____ (name of location), in quantity of _____ kg/m³.

The deviations in the quantity of delivered biomass at locations stated in para 1 of this article shall not exceed 5% per year per locations, without the possibility to change the locations.

7. OBLIGATIONS OF PARTIES TO THE CONTRACT

7.1 Obligations of the Supplier

7.1.1 The key obligation of the Supplier

Article 8

The Supplier undertakes to make continually available for takeover to the Buyer throughout the Contract period the biomass of the contracted quantities and quality at the place of delivery.

7.1.2 Time frame of delivery of biomass

Article 9

The Supplier shall, in the period of _____ [enter the number of years, ex. 12 (twelve)] years, make available for takeover by the Buyer the quantity of _____ kg/m³ per month, according to the following delivery time frame: in the period from the 1st – 10th day of the month, along with the written notice given to the Buyer at least three working days in advance, for monthly delivery of biomass.

7.1.3 Terms of delivery of the biomass

Article 10

OPTION I:

The Supplier undertakes, according to the written notice for taking over of the biomass, which shall be submitted to the Buyer at least three working days in advance, to make available the biomass for delivery at the place of delivery in the contracted quantity and quality.

The delivery shall be done using the means of transport of the Supplier, or means of transport which shall be engaged by the Supplier in his name and for his account.

The Supplier shall unload the agricultural biomass from the vehicles in the prescribed manner and with the application of prescribed safety measures.

At the time of delivery/taking over of the biomass, the Supplier and the Buyer, meaning the authorized person of the Buyer, shall sign the dispatch note, containing the following: 1. Data related to the supplier of biomass, 2. Data of the authorized person of the Buyer who is taking over the biomass, 3. The quantity, specifications and quality of the taken over biomass, and 4. The time of taking over of the biomass and the registry number of the vehicle.

OPTION II:

In cases where the Buyer assumes the obligation of transport, the Supplier shall, according to the written notice for taking over of the biomass, which shall be submitted at least three working days in advance, make available the biomass for delivery at the place of delivery in the contracted quantity and quality.

The Buyer shall load the biomass into the vehicles in the prescribed manner and with the application of safety measures, which vehicles the Buyer shall engage in his name and for his account.

At the time of delivery/taking over of the biomass, the Supplier and the Buyer, meaning the authorized person of the Buyer, shall sign the dispatch note containing the following: 1. Data related to the supplier of biomass, 2. Data of the authorized person of the Buyer who is taking over the biomass, 3. The quantity, specifications and quality of the delivered biomass, and 4. The time of taking over of the biomass and the registry number of the vehicle.

7.2 Obligations of the Buyer

7.2.1 The key obligation of the Buyer

Article 11

OPTION I:

The Buyer undertakes to take over the delivered biomass which is unloaded by the Supplier and in return to make payment to the Supplier, in the contracted period, in the contracted manner, of the price of the biomass.

OPTION II:

The Buyer undertakes to take over, load onto the vehicles and transport the biomass which has been made available to him and in return to make payment to the Supplier, in the contracted period, in the contracted manner of the price of the biomass.

7.2.2 Receipt of the biomass

Article 12

The Buyer undertakes to take over without delay the biomass at the place of delivery.

At the time of taking over the biomass, the Buyer and the Supplier, or another authorized person of the Supplier, shall sign the Dispatch Note from Article 10, para 4/3, of this Contract.

8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED BIOMASS

8.1 Determining the quantity

Article 13

The quantity of the delivered biomass shall be determined by measuring by means of a scale at the storage of the Buyer / **at the storage of the Supplier**, at the time of delivery to the Buyer.

The allowed variations in the delivered quantity of biomass shall be _____ [enter a percentage, for example 10%] of the total contracted instalment of delivery of biomass.

8.2 Determining the quality

Article 14

The quality of the biomass supplied under the Contract shall be determined for each individual taking over of the instalment of delivery of contracted type(s) of biomass by visual examination by the authorized person of the Buyer who is taking over the specific delivery.

The authorized person of the Buyer and the authorized person of the Supplier shall guarantee by their signatures that the biomass has been taken over in quality and quantity as stated on the dispatch note.

The authorized person of the Buyer cannot be held responsible for hidden legal or physical⁶ defects of the taken over biomass.

8.3 Claims procedure regarding delivered biomass⁷

Article 15

The claims procedure for delivered biomass implies repeated determination (review) of the quantity or quality of delivered goods by the parties to the Contract, a third party – authorized institution or appointed court expert witness of agricultural or technological qualification, provided that both parties must agree regarding the choice of the third party.

The Buyer shall file any potential claims to the Supplier in written form, within 5 (five) working days of the day of taking over of the biomass.

⁷REMARK: The proposed claims procedure is applicable in cases where delivery is performed in closed storages.

In case of filing a claim, the Buyer shall be obliged to preserve and not to make use of the delivered biomass under the specification in the Dispatch Note and not make use of it until review of the actual state of goods is made, and the Supplier shall make an insight into the situation within 5 (five) working days of the claim being submitted.

If the Supplier fails, without a justified reason, to undertake insight into the delivered biomass within the deadline from para 3 of this article, it shall be considered that the Supplier has accepted the claim.

The costs relevant to the claim from this article shall be borne by the Party to the Contract which initiated the claim.

After the claim procedure is finalized, if it is determined that the difference between the actually delivered quantity and the quantity of biomass stated on the Dispatch Note exceeds ____ [ex. +/-3%], the costs associated with the procedure shall be borne by the Party to the Contract which was in the wrong.

9. TRANSFER OF RISK AND OWNERSHIP OF THE BIOMASS

9.1. Transfer of risk

Article 16

OPTION I:

The risk in case of loss or damage of delivered biomass is transferred from the Supplier to the Buyer at the location of delivery, as of the moment of unloading from the truck of the Supplier which is used for transport of the monthly instalment of biomass.

OPTION II:

The risk in case of loss or damage of delivered biomass is transferred from the Supplier to the Buyer at the location of delivery, as of the moment of taking over the goods for loading into the truck of the Buyer which is to be used for transport of the monthly instalment of biomass from that location.

9.2. Transfer of ownership

Article 17

The moment of transfer of risk in case of loss or damage to the delivered monthly instalment of biomass from the Supplier to the Buyer is also the moment of transfer of ownership over this monthly instalment of biomass.

10. PAYMENT FOR DELIVERED BIOMASS

10.1. Method of payment

10.1.1 Issuing the invoice

Article 18

The Supplier shall within not more than 3 (three) working days of the day of taking over of the monthly instalment of biomass by the Buyer issue the invoice to the Buyer for the delivered monthly instalment of biomass which has been taken over by the Buyer.

10.1.2 Payment of Contract agreed price

Article 19

The Buyer undertakes that he shall make payment for the delivered biomass not later than _____ [enter the number of days, ex. between 5 and 15, but do state a certain number] days of the date of receipt of the invoice under Article 18 of this Contract issued by the Supplier.

10.1.3 Late payments

Article 20

In case of late payment, the Supplier shall maintain the right to calculate the legally prescribed default interest to the Buyer.

10.1.4 Complaints regarding issued invoices

Article 21

Complaints regarding issued invoices and complaints regarding calculated default interest shall be filed within 8 (eight) calendar days of the day of receipt of the invoice issued by the Supplier, or the calculation of interest calculated by the Supplier, since otherwise they will be rejected.

10.2. Security for execution of contractual obligations of the Buyer

[The Parties to the Contract may agree that the Buyer shall be obliged to provide both security instruments under a) and b) or just one instrument which is acceptable for the Supplier (which will result in changing the numbering of articles in this Contract)]

a) Instrument of security of payment by the Buyer

Article 22

The Buyer undertakes to provide to the Supplier at the time of signing of this Contract four valid and registered blank bills of exchange, in line with the prevailing regulations regulating payment operations and in line with the valid decision regulating conditions, contents and manner of keeping a registry of bills of exchange and proxies, sealed with the seal and signed by an authorized person representing the Buyer, whereby the Buyer duly guarantees timely execution of his obligations, specifically payment of: delivered biomass, legal default interest, contractual penalty and costs of complaints regarding the delivered biomass.

Along with the bills of exchange from para 1 of this article, the Buyer shall submit to the Supplier a duly filled and verified bill of exchange authorization and copies of the list of deposited authorized signatures issued by the commercial bank which the Buyer stated in the B/E authorization, so that the Supplier can fill in the received B/E in compliance with this Contract.

The bills of exchange and the B/E authorization from para 1 and 2 of this article shall be held by the Supplier until full execution of Buyer's obligations under the Contract and after the execution of the Contract the Supplier shall return them to the Buyer at his written request.

The Supplier shall protest the bills of exchange from para 1 of this article requesting payment amounting to unpaid amounts based on:

- 1) Invoices for delivered biomass according to Article 18 of this Contract,
- 2) Calculated legal default interest in accordance with Article 20 of this Contract,
- 3) The contractual penalty in accordance with Article 25 of this Contract,
- 4) Costs of claims regarding delivered biomass in accordance with Article 15 of this Contract.

After the utilization of any blank solo Bill of Exchange from para 1 of this Article, the Buyer shall provide a new blank solo Bill of Exchange with the B/E authorization from para 2 of this Article within 3 (three) working days of receipt of the notification by the Supplier that he has protested the B/E for payment.

Should the Buyer fail to provide a new blank solo Bill of Exchange with the B/E authorization from para 5 of this Article, the Supplier shall have the right to unilaterally terminate the Contract and other rights related to termination of Contract.

b) Instrument securing the execution of all contractual obligations of the Buyer

Article 23

The Buyer undertakes to provide for the Supplier an irrevocable, unconditional (without recourse) and at sight performance bank guarantee for execution of all obligations under this Contract in the amount of _____ RSD/EUR [*amount to be determined as % of contractual annual deliveries of agricultural biomass between the Buyer and the Supplier*].

The Supplier shall present the bank guarantee from para 1 of this article for collection if the Buyer fails to make payment in favour of the Supplier within the contract defined period for: delivered biomass, legal default interest, the contractual penalty, or costs of claims for delivered biomass.

The Buyer shall provide the bank guarantee from para 1 of this article after the signing of this Contract, which comes into effect as of the moment of the bank guarantee being presented.

The bank guarantee shall be issued for a period of 12 (twelve) months and shall be automatically extended annually so that it covers the period of at least 30 (thirty) days longer than the deadline for final execution of obligations under this Contract.

The Buyer undertakes to notify the Supplier regarding the extension of the bank guarantee not later than 30 (thirty) days prior to the maturity of the guarantee for the preceding period of 12 (twelve) months.

Should it happen that during the validity of the Contract the deadline for execution of the Contract changes, the validity of the bank guarantee from para 1 of this article shall also be extended.

In case that the Buyer provides a bank guarantee issued by a foreign bank, such bank must be acceptable to the Supplier.

If the bank guarantee from para 1 of this article is presented for collection and collected, and this Contract is still valid, the Buyer shall be obliged to provide a new bank guarantee with all characteristics stated in para 1, 2, and 4 of this article to the Supplier without delay [*optional could be added: which shall not be longer than 30 (thirty) days*] of the day of receiving the notification from the Supplier that he has presented the bank guarantee from para 1 of this article for collection.

11. CONTRACTUAL PENALTY

11.1 Contractual penalty for the Supplier

Article 24

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of biomass in the agreed quality at the place of delivery according to the timeframes of delivery, the Buyer shall have the right to collect from the Supplier the amount of contractual penalty amounting to 3% of the value of the monthly instalment of delivery of biomass for each day of delay, not exceeding a period of 10 (ten) days.

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of biomass within the additional 10 (ten) days of the contractually agreed delivery, the Buyer shall have the right to make a purchase in order to compensate the quantity from Article 26 of this Contract.

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of biomass in the agreed quality at the place of delivery according to the timeframes of delivery for 2 (two) monthly instalments of delivery of biomass during any calendar year, the Buyer shall have the right to collect from the Supplier the contractual penalty amounting to _____ [*ex. 25% of the value annually of (3 (three) monthly instalments) of delivery of biomass*] and to terminate this Contract.

11.2 Contractual penalty for the Buyer

Article 25

Should the Buyer fail to notify and to take over from the Supplier the monthly instalment of delivery of biomass within the contractually agreed period by the 10th day of the month or during the extended deadline of additional 10 (ten) days along with the collection of the default interest for the contract price of the relevant instalment, the Supplier shall have the right to sell the biomass from the specific monthly instalment to a third party and to collect the difference in price from the Buyer, which shall not release the Buyer of his contractual obligation with respect to contractual penalty and other obligations under this Contract.

Should the Buyer fail to take over the biomass according to the contractually agreed timeframe, and should he within one calendar year fail to notify and take over 2 (two) monthly instalments of delivery biomass, the Supplier shall have the right to collect from the Buyer the contractual penalty amounting to _____ [*ex. 25% of the value annually of (3 (three) monthly instalments) of delivery of biomass*] and to terminate this Contract.

12. SECURITY FOR EXECUTION OF DELIVERY OF BIOMASS

12.1 Purchase in order to compensate

Article 26

Should the Supplier fail to make available to the Buyer for taking over the contractually agreed quantity of biomass – manure - at the place of delivery according to the timeframes of delivery, the Buyer shall have the right to purchase from a third party the undelivered quantity of contractually agreed monthly instalment of a different type of biomass in order to ensure continuity of energy generation in the plant to which the supply refers, and to collect from the Supplier the difference in price between the cost of the other type of biomass supplied by a third person in accordance with this article and the average price of instalment of delivery of biomass – manure - over the past three months preceding the delivery of the instalment prior to the purchase in order to compensate under this Article.

In case from para 1 of this article, the Buyer shall be obliged to notify the Supplier of the purchase of the other type of biomass from a third person in order to compensate for the undelivered quantity of the monthly instalment of biomass – manure - of contractually agreed quality two (2) working days prior to signing a contract with the third party.

12.2 Security for execution of contractual obligations of the Supplier

[The Parties to the Contract may agree that the Supplier shall be obliged to provide two instruments of security under a) and b) or only one instrument which is acceptable to the Buyer]

a) Instrument of security of payment of obligations of the Supplier

Article 27

The Supplier undertakes to provide to the Buyer at the time of signing of this Contract four valid and registered blank bills of exchange, in line with the prevailing regulations regulating payment operations and in line with the valid decision regulating conditions, contents and manner of keeping a registry of bills of exchange and proxies, sealed with the seal and signed by an authorized person representing the Supplier, whereby the Supplier duly guarantees timely execution of his obligations, specifically payment of: contractual penalty, the difference in price between the purchase for compensation from third parties and the contractually agreed price of biomass for the current year, and the cost associated with claims for delivered biomass.

Along with the bills of exchange from para 1 of this article, the Supplier shall submit to the Buyer a duly filled and verified bill of exchange authorization and copies of the list of deposited authorized signatures issued by the commercial bank which the Supplier stated in the B/E authorization, so that the Buyer can fill in the received B/E in compliance with this Contract.

The bills of exchange and the B/E authorization from para 1 and 2 of this article shall be held by the Buyer until full execution of Supplier's obligations under the Contract and after the execution of the Contract the Buyer shall return them to the Supplier at his written request.

The Buyer shall protest the bills of exchange from para 1 of this article requesting payment amounting to unpaid amounts based on:

- 1) The contractual penalty in accordance with Article 24 of this Contract,
- 2) The difference in price between the purchase for compensation from third parties and the contractually agreed price of biomass for the current year in accordance with Article 26 of this Contract,
- 3) Costs of claims regarding delivered biomass in accordance with Article 15 of this Contract.

After the utilization of any blank solo bill of exchange pursuant to para 1 of this article, the Supplier shall be obliged to provide a new blank solo bill of exchange with the B/E authorization pursuant to para 2 of this article, within 3 (three) working days of receipt of notification by the Buyer that he has protested the B/E for payment.

Should the Supplier fail to provide the new blank solo bill of exchange (with the relevant B/E authorization) pursuant to para 5 of this article, the Buyer shall be entitled to unilaterally terminate the Contract and other rights related to termination of Contract.

b) Instrument of security of delivery of biomass

Article 28

The Supplier undertakes to provide for the Buyer an irrevocable, unconditional (without recourse) and at sight performance bank guarantee for execution of all obligations under this Contract in the amount of _____ RSD/EUR [*amount to be determined as % ranging from 10 to 20% of contractual annual deliveries of biomass*].

The Buyer shall present the bank guarantee from para 1 of this article for collection if the Supplier fails to execute any of the obligations he has undertaken under this Contract.

The Supplier shall provide the bank guarantee from para 1 of this article after the signing of this Contract, which comes into effect as of the moment of the bank guarantee being presented.

The bank guarantee shall be issued for a period of 12 (twelve) months and shall be automatically extended annually so that it covers the period of at least 30 (thirty) days longer than the deadline for final execution of obligations under this Contract.

The Supplier undertakes to notify the buyer regarding the extension of the bank guarantee not later than 30 (thirty) days prior to the maturity of the guarantee for the preceding period of 12 (twelve) months.

Should it happen that during the validity of the Contract the deadline for execution of the Contract changes, the validity of the bank guarantee from para 1 of this article shall also be extended.

In case that the Supplier provides a bank guarantee issued by a foreign bank, such bank must be acceptable to the Buyer.

If the bank guarantee from para 1 of this article is presented for collection and collected, and this Contract is still valid, the Supplier shall be obliged to provide a new bank guarantee with all characteristics stated in para 1, 2, and 4 of this article to the buyer without delay [*optional could be added: which shall not be longer than 30 (thirty) days*] of the day of receiving the notification from the Buyer that he has presented the bank guarantee from para 1 of this article for collection.

13. THE BUYER'S RIGHT TO COMPENSATION FOR DAMAGES

Article 29

Should one Party to the Contract cause damage to the other Party to the Contract, the damaged party shall have the right to request compensation for damage from the other Party or persons acting under the instructions of the other Party to the Contract, unless damages have already been compensated under a different basis.

If the damage caused under para 1 of this article exceeds the compensation that the damaged party has already received from the other Party to the Contract under a different basis, the damaged party shall have the right to compensation for damages amounting to the difference in the amount representing the balance between the amount of damage caused and the compensation received.

14. AMENDMENTS TO THE CONTRACT

Article 30

Any changes to this Contract can only be made by an Annex in written form and any changes and/or additions to this Contract which are not made in writing shall not produce legal effect.

In case of changing the legal form of the Parties to the Contract this Contract shall be amended accordingly to reflect it.

The Contract can be changed also in other circumstances, according to the will of the parties, in line with the law.

15. UNILATERAL TERMINATION OF THE CONTRACT

Article 31

By signing this Contract the Buyer guarantees that he conducts his business and shall continue throughout the duration of the Contract to conduct business in compliance with the law and other prevailing regulations valid in the Republic of Serbia. The existence of circumstances on the side of the Buyer which are contrary to the said guarantee can be the basis for the Supplier to terminate this Contract.

The Supplier may, pursuant to provisions of this Contract, unilaterally terminate the Contract for the following reasons:

- 1) If the Buyer fails to provide to the Supplier the instruments of security of payment for contractual obligations by the Buyer, within the contract agreed time (Article 22 para 5, and Article 23 para 8 of this Contract/ Article 22 para 5 of this Contract/ Article 23 para 8 of this Contract);
- 2) If the Buyer fails to pay the debt (costs, interest and principal) within _____ days of its maturity;
- 3) If the Buyer fails to take over the biomass according to the Contract agreed time dynamics and fails to notify and take over 2 (two) monthly instalments of biomass during one calendar year (Article 25 para 2 of this Contract).

The Buyer may, pursuant to provisions of this Contract unilaterally terminate the Contract for the following reasons:

- 1) If the Supplier fails to provide to the Buyer the instruments of security of payment for contractual obligations by the Buyer, within the contract agreed time (Article 27 para 5 and Article 28 para 8 of this Contract/ Article 27 para 5 of this Contract/ Article 28 para 8 of this Contract);
- 2) If the Supplier fails to provide to the Buyer for taking over 2 (two) monthly instalments of biomass during one calendar year (Article 24 para 3 of this Contract);
- 3) If the Supplier fails to make available the biomass to the Buyer at the Contract agreed location at the Contract agreed time, after which the Buyer purchases such biomass from a third party, and the Supplier refuses to pay the difference between the price increased by all delivery costs for delivery of biomass by third party and the Contract price determined for the current year (Article 26 para 1 of this Contract).

Except in cases from para 2 and 3 of this article, each Party to the Contract may unilaterally terminate the Contract if it determines that the other party has in the course of closing this Contract has used inaccurate or false information.

The unilateral termination of contract and any other action related to termination (warning, determining the extension period of the Contract, and other) shall be made exclusively in written form and as such submitted to the other Party to the Contract.

If one Party to the Contract unilaterally terminates the Contract without justification and contrary to provisions of this article, the other Party to the Contract shall have the right to compensation for damage due to unilateral termination of this Contract.

In case that one Party to the Contract requires unilateral termination although the other Party regularly executes its obligations under the Contract, the Party requesting termination shall be obliged to make payment to the other party in form of compensation amounting to _____ [ex. 25% value annually of (3 (three) monthly instalments) of delivery of biomass], and to compensate all damage caused.

16. FORCE MAJEURE

Article 32

The failure of the Parties to the Contract to execute any obligation of provision of this Contract shall not result in claims of one Party to the Contract to the other Party, nor shall it be considered to represent the violation of this Contract, if such failure is a consequence of Force Majeure.

Force Majeure for the purposes of para 1 of this article shall mean any unpredictable and unavoidable event which is out of the control or will of the Parties to the Contract. The cases of Force Majeure relieving the Parties to the Contract from obligations shall be considered to be the events after the signing of this Contract which by their nature prevent the execution of the Contract: fire, flooding, earthquakes, epidemics, strikes, and other unforeseeable natural disasters which are out of the control of the Parties to the Contract, as well as acts of war, conflicts, uprisings, sabotage, imposing of embargo or blockade, malicious acts or sanctions of a state introduced "de jure" or "de facto". Apart from the aforesaid, the Force Majeure shall also include any event, circumstance or combination thereof, which go beyond the regular events and circumstances that are outside of the power of the Parties to the Contract and which are not caused by the error or negligence of the Parties to the Contract, and which have happened on the day or after the signing of this Contract and impact the exercising of rights and obligations under this Contract, and whose effects despite all reasonable care could not have been anticipated, prevented, removed or mitigated by the Parties to the Contract.

Execution of obligations prevented by the case of Force Majeure shall be delayed for the duration of the Force Majeure.

The Contract Party which, due to the effects of Force Majeure, requests to be relieved of obligations shall so notify the other Party in writing, stating the facts of the Force Majeure, the expected duration thereof and evidence of the existence of Force Majeure.

The certificate issued by the Serbian Chamber of Commerce regarding the onset and effects of Force Majeure to which the Contract Party is making reference shall be considered appropriate evidence of the Force Majeure or difficulties in executing obligations under the Contract.

After the Force Majeure is over, the Parties to the Contract shall continue executing the delayed obligations which shall again become operational.

Should the onset of Force Majeure prevent the Supplier from executing his obligations (or part thereof) for a period exceeding three months, the Parties to the Contract shall agree on how to proceed with respect to this Contract.

17. EXPIRATION OF CONTRACT RELATIONS

Article 33

This Contract shall expire after the deadline for the execution of contractual obligations.

Exceptionally, the Contract shall expire with the termination thereof, but shall remain in effect until final settlement regarding obligations under the Contract.

The Contract can also expire with the termination of the Parties to the Contract.

If ownership or status changes happen regarding any of the Parties to the Contract in the course of the Contract, the Contract shall remain in effect and shall be taken over by the legal successors of the Parties to the Contract.

18. RESOLUTION OF DISPUTES

Article 34

Any disputes or disagreements arising from or in relation to this Contract or failure to execute obligations under the Contract, termination or expiration of the Contract shall be resolved amicably by the parties.

OPTION I

If the Parties to the Contract cannot amicably resolve disputes, disagreements, or claims arising from or in relation to this Contract or failure to execute obligations under the Contract, termination or expiration of the Contract, such disputes shall be referred to and settled by the competent court in _____.

OPTION II

If the Parties to the Contract cannot amicably resolve disputes, disagreements, or claims arising from or in relation to this Contract or failure to execute obligations under the Contract, termination or expiration of the Contract, such disputes shall be referred to and settled by the Foreign Trade Arbitration _____ *[state the name of the Arbitration, ex. International*

Chamber of Commerce in Paris, The Serbian Chamber of Commerce, the Chamber of Commerce in Stockholm, or another].

The Arbitration Council shall consist of _____ [ex. three or one] arbitrar.

The seat of the arbitration council shall be in _____ [state the place where arbitration shall be held, Paris, Belgrade, Stockholm, or another appropriate place].

The Arbitration shall apply substantive law of [state the name of the country whose substantive law shall be applicable, ex. Switzerland].

The language of the arbitration shall be _____ [state the language in which the arbitration procedure shall be held, ex. the English language].

19. NOTICES

Article 35

The Parties to the Contract shall promptly notify the other Party of all circumstances which may have an impact on the execution of the Contract, and any changes which have relevant impacts on the execution of agreed obligations.

To that effect, both Parties to the Contract shall:

1) Promptly notify the other Party to the Contract in writing of possible limitations of technical, material, legal or any other nature which slow down, interrupt or render impossible the deliveries of goods under the Contract (or parts of goods) or activities of third persons who could have a major impact on delivery of agreed goods under the Contract,

2) In everything act in compliance with generally accepted standards of conducting business and in good faith and shall each be responsible for the obligations which they have undertaken.

Article 36

All notices which the parties send to each other under this Contract shall be sent in writing by registered mail or mail with receipt confirmation, by telefax or e-mail (the details of which shall be given in writing), to the below stated addresses:

a) Address of the Supplier:

Name: _____

Address: _____

E-mail: _____

Fax: _____

Contact person: _____

b) Address of the Buyer:

Name: _____

Address: _____

E-mail: _____

Fax: _____
Contact person: _____

20. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION

Article 37

In the course of executing this Contract, the Parties to the Contract undertake to act in a manner which shall not cause damage to the other Party.

The Parties to the Contract agree and undertake, without any limitations, throughout the duration of the Contract and after its expiry, as well as in case of its termination, to respect the obligation of protecting the business secrets and other confidential information, and to refrain from using or disclosing information which represent business secret and other confidential information, where such disclosure is contrary to this Contract or where no consent has been ensured from both Parties to the Contract.

Throughout the duration of this Contract as well as after its termination and expiration, the Parties to the Contract undertake as follows:

- 1) To protect the business secret and all confidential information in strict confidentiality and to refrain from any form of disclosure and/or publication and/or transfer of confidential information, in whole or in part, directly or indirectly, to any third person, without first having received the written consent of the other Party to the Contract;
- 2) Not to use any confidential information for any purpose except for the purpose of executing the obligations under the Contract and in accordance with this Contract.

The exceptions from protecting the business secret and confidential information from para 2 of this article exist when data is provided to banks, other financial or credit institution or potential investors, when there is a mandatory obligation to provide or publish data in accordance with the law or when so requested by the competent public authority.

22. TRANSITIONAL AND FINAL PROVISIONS

Article 38

This Contract shall annul, supersede and replace all preceding contracts or agreements, written or oral, between the parties with respect to its relevant substance.

Article 39

This Contract shall be considered closed as of the day it is signed by authorized representatives of both Parties to the Contract, and if the authorized representatives did not sign it on the same day the Contract shall be considered closed as of the day of the second signature in time sequence.

This Contract shall come into effect the following day after both Parties to the Contract exchange the instruments of security of contractual obligations, except for provisions of Articles 22, 23, 27, and 28 which come into effect as of the day of signature of this Contract.

Article 40

This Contract is made in _____ [*four (4)*] identical copies, of which each party to the Contract shall keep _____ [*two (2)*] copies.

THE SUPPLIER

THE BUYER