

biomasa ENERGIJA SVUDA OKO NAS



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

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





Srpski



English

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MODEL UGOVORA¹ O DUGOROČNOM SNABDEVANJU DRVNOM BIOMASOM OD STRANE JAVNOG PREDUZEĆA ZA POTREBE PROIZVODNJE ENERGIJE



¹NAPOMENA: Svaki ugovor je rezultat saglasnosti volja Ugovornih strana, a predloženi model u pravnom smislu predstavlja samo moguću varijantu Ugovora o dugoročnom snabdevanju drvnom biomasom od strane javnog preduzeća za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

SADRŽAJ:

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UVODNE NAPOMENE

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

Sigurnost i kontinuitet snabdevanja proizvođača energije iz drvne biomase je jedan od osnovnih elemenata sigurnosti proizvodnje potrebne količine energije i 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 sirovinom 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.

U Republici Srbiji postoje šume u različitim oblicima svojine. Najvećim površinama pod šumom gazduju javna preduzeća. Ovaj ugovor ima za predmet dugoročno snabdevanje drvnom biomasom iz nacionalnih parkova i šuma u javnoj svojini, kojima upravljaju javna preduzeća.

Svrha ovog Ugovora je smanjenje poslovnog rizika u proizvodnji i prodaji drvne biomase od strane javnog preduzeća kao snabdevača i povećanoj sigurnosti snabdevanja kao temelja za dugoročno planiranje proizvodnje, razvoja i ostvarivanje poslovnih ciljeva kupca.

Maj, 2016.

MODEL UGOVORA²
O
DUGOROČNOM SNABDEVANJU DRVNOM BIOMASOM OD STRANE JAVNOG PREDUZEĆA
ZA POTREBE PROIZVODNJE ENERGIJE

zaključen između Ugovornih strana:

1. Snabdevač: JP "_____ šume", 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

koji su se sporazumeli o sledećem:

²NAPOMENA: Svaki ugovor je rezultat saglasnosti volja Ugovornih strana, a predloženi model u pravnom smislu predstavlja samo moguću varijantu Ugovora o dugoročnom snabdevanju drvnom biomasom od strane javnog preduzeća za potrebe proizvodnje energije, sa predlozima šta taj Ugovor treba da sadrži.

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 javno preduzeće ili drugi privredni subjekt koji dugoročno snabdeva kupca drvnim biomasom proizvedenom iz šuma u javnoj svojini;
- 3) **kupac** je privredni subjekt vlasnik postrojenja koje proizvodi ili investitor u postrojenje koje će proizvoditi energiju iz drvna biomase;
- 4) **drvna biomasa – biomasa** je sirovina za proizvodnju energije ugovorene količine i kvaliteta;
- 5) **snabdevanje drvnom biomasom** podrazumeva proizvodnju i stavljanje na raspolaganje radi preuzimanja ugovorene količine drvene biomase, izražene u ugovorenoj mernoj jedinici (najčešće m³), 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 drvena biomasa ugovorne sortimentne strukture, količine i kvaliteta. Mesto isporuke može biti stovarište ili drugo mesto, ako je ugovorom utvrđeno za mesto isporuke;
- 9) **stovarište** je mesto privremenog karaktera, najčešće na šumsko-kamionskom putu ali može biti i na nekoj drugoj lokaciji, na kome se Kupcu stavlja na raspolaganje radi preuzimanja drvena biomasa ugovorne sortimentne strukture, količine i kvaliteta;
- 10) **otpremnica** je prapratični dokument koji izdaje Snabdevač i koji prati robu u toku transporta od stovarišta do mesta opredeljenja;
- 11) **IPC** je indeks potrošačkih cena u Republici Srbiji;
- 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.

2. PREDMET UGOVORA

Član 2.

Ovim ugovorom o dugoročnom snabdevanju biomasom od strane javnog preduzeća za gazdovanje šumama u javnoj svojini, Snabdevač se obavezuje da u Ugovornom periodu od _____ [uneti broj godina, npr. 12] godina, snabdeva Kupca drvnom biomasom namenjenoj proizvodnji energije, i da u Ugovorenem periodu stavi na raspolaganje radi preuzimanja ugovorenog količinu i kvalitet drvne biomase na ugovoren način, na ugovorenom mestu isporuke, a Kupac se obavezuje da preuzme isporučenu drvnu biomasu i da Snabdevaču plati Ugovorenu 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 DRVNE BIOMASE

4.1 Ugovorena količina drvne biomase

Član 4.

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

4.2 Ugovoreni kvalitet drvne biomase³

Član 5.

Snabdevač se obavezuje da Kupcu u toku Ugovornog perioda isporučidrvnu biomasu u obliku ogrevnog drveta i višemetarske oblovine u odnosu ____ / ____ %, pri čemu će odnosi klase kvaliteta, ukoliko se isporučuje ogrevno drvo, biti ____ klasa = ____%; ____ klasa= ____%; ____ klasa= ____ %;

Ukoliko se isporučuje biomasa u formi višemetarske oblovine odnosi klasa kvaliteta æe biti: ____ klasa = ____%; ____ klasa = ____%; ____ klasa= ____ %;

- 1) klase kvaliteta za ogrevno drvo odgovaraju odredbama standarda SRPS EN ISO 17225-5:2015,
- 2) klase kvaliteta za višemetarsku oblovinu lišćara odgovaraju odredbama standarda SRPS EN 1316:1-2/2013., a četinara SRPS EN 1927:1-3/2009.

5. UGOVORENA CENA

Član 6.

Kupac se obavezuje da Snabdevaču nakon svake mesečne isporuke plati Ugovorenucenu isporučene drvne biomase u skladu sa cenama drvnih sortimenata određenih Cenovnikom drvnih proizvoda Snabdevača, važećim na dan potpisivanja ovog Ugovora koji se nalazi u Prilogu 1 i čini sastavni deo ovog Ugovora.

Cene iz prethodnog stava ovog člana će se usklađivati jedanput godišnje na osnovu objavljenih zvaničnih podataka Republičkog zavoda za statistiku o IPC na dan 01. novembra svake godine, za razdoblje sledeće kalendarske godine i to, za prvo indeksiranje, odnosom poslednjeg objavljenog mesečnog IPC-a i IPC-a u decembru 20____.godine, (tj. godine koja prethodi prvoj godini nakon potpisivanja ugovora). Za svaku narednu godinu cene će se usklađivati odnosom IPC-a na dan 1.novembra i IPC-a korišćenog u prethodnom indeksiranju.

Ukoliko Ugovorne strane sporazumno ne usklade cene iz stave 2 ovog člana, ovaj Ugovor će se raskinuti.

³NAPOMENA: Predloženi kvalitet je kvalitet koji se uobičajeno ugovara, ali Ugovorne strane mogu utvrditi i drugačije.

6. MESTO ISPORUKE

Član 7.

Mesto isporuke drvne biomase je stovarište Snabdevača (na šumskom kamionskom putu ili na nekoj drugoj lokaciji), na kom će Snabdevač staviti na raspolaganje radi preuzimanja određenu količinu drvne biomase mesečno i koje u toku godine može biti na sledećim lokacijama:

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

Odstupanja u količinama isporučene drvne 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 stavljana raspolaganje radi preuzimanja drvnju biomasu na mestu isporuke.

7.1.2 Vremenska dinamika isporuke drvne biomase

Član 9.

Snabdevač će u periodu od _____ [uneti broj godina, npr.12 (dvanaest)] godina, stavljati na raspolaganje radi preuzimanja Kupcu količinu od _____ 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 drvne biomase

Član 10.

Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja drvne biomase, koja mora biti dostavljena Kupcu najmanje tri radna dana unapred, u mestu isporuke obezbedi drvnu biomasu za isporuku u ugovorenoj sortimentnoj strukturi, količini i kvalitetu.

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

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

7.2 Obaveze Kupca

7.2.1 Glavna obaveza Kupca

Član 11.

Kupac se obavezuje da preuzme i utovaridrvnu biomasu koja mu je stavljenanaraspolađanje u vozilo i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoreni način plati Ugovorenucenudrvne biomase.

7.2.2 Prijemdrvne biomase

Član 12.

Kupac se obavezuje dadrvnu biomasu bez odlaganja preuzme u mestu isporuke.

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

8. UTVRĐIVANJE KOLIČINE I KVALITETA ISPORUČENE DRVNE BIOMASE

8.1 Utvrđivanje količine⁴

Član 13.

Ukoliko se radi o snabdevanju/preuzimanju višemetarske oblovine, utvrđivanje isporučene količinedrvne biomase vršiće se merenjem zapremine pojedinačnih komada višemetarske oblovine sa prečnicom i metrom, a izračunata zapremina se izražava u metrima kubnim (m^3) sa tačnošću od tri decimalna mesta.

Ukoliko se radi o snabdevanju/preuzimanju metarskog ogrevnog drveta, utvrđivanje isporučene količinedrvne biomase vršiće se u prostornim metrima sa preračunavanjem prostornih u metre kubne (m^3), korišćenjem koeficijenta za preračunavanje u iznosu od 0,69. Dužina cepanica i oblica može da odstupa ± 5 cm u odnosu na nazivnu dužinu od 1 m, pri čemu, učešće kraćih komada (uključujući graničnu vrednost) ne može da pređe 15% od ukupne količine koja je predmet isporuke. Zapremina izmerenog ogrevnog drveta se izražava sa tačnošću od tri decimalna mesta.

⁴NAPOMENA: Predloženi način utvrđivanja količine je uobičajen u praksi, ali Ugovorne strane mogu utvrditi i drugačije

Za sve ostale elemente od značaja za merenje i izražavanje zapremine za višemetarsku oblovinu biće korišćene odredbe SRPS EN standarda 1309-2:2012, a za ogrevno drvo SRPS EN ISO 17225-5:2015.

8.2 Utvrđivanje kvaliteta

Član 14.

Kvalitet ugovorene drvne biomase utvrđuje se prilikom svakog preuzimanja vizuelnim pregledom od strane ovlašćenog lica Kupca koje preuzima konkretnu isporuku i koje kao stručno lice svojim potpisom garantuje da je preuzelo određenu vrstu drvne biomase ugovorenog kvaliteta.

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

8.3 Postupak reklamacije na isporučenudrvnu biomasu

Član 15.

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

Kupac je dužan da eventualne reklamacije pisanim putem podnese Snabdevaču (nadležna šumska uprava Snabdevača), u roku od 5 (pet) radnih dana od dana preuzimanjadrvne biomase.

U slučaju podnošenja reklamacije, Kupac je dužan da isporučenudrvnu biomasu prema specifikaciji iz Otpremnice čuva i ne koristi do uvida u stvarno stanje, pri čemu Snabdevač (nadležna šumska uprava Snabdevača) mora izvršiti ovaj uvidu roku od 5 (pet) radnih dana od dana prijema podnete reklamacije.

Ukoliko Snabdevač (nadležna šumska uprava Snabdevača), bez opravdanog razloga ne izvrši uvid u isporučenudrvnu biomasu u roku iz stava 3 ovog člana, smatra se da je Snabdevač prihvatio reklamaciju.

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 isporučenedrvne biomase napisane u Otpremnici iznosi više od _____ [npr. +/-1,5%], troškove sprovedenog postupka snosi ona Ugovorna strana koja nije bila u pravu.

9. PRELAZAK RIZIKA I SVOJINE NA DRVNOJ BIOMASI

9.1. Prelazak rizika

Član 16.

Rizik za slučajnu propast ili oštećenje isporučene drvne 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 drvne biomase sa date lokacije.

9.2. Prelazak svojine

Član 17.

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

10. PLAĆANJE ISPORUČENE DRVNE 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 drvne biomase od strane Kupca, izdati račun Kupcu za izvršenu isporuku mesečnog anuiteta drvne 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 isporučenudrvnu 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 drvne biomase, zakonske zatezne kamate, ugovorne kazne i troškova reklamacije na isporučenudrvnu biomasu.

Uz menice iz stava 1 ovog člana, Kupac mora dostaviti Snabdevaču uredno popunjeno i overeno menično ovlašćenje, kao i kopije kartona deponovanih potpisa, koje su izdate 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 isporučenudrvnu 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 isporučenudrvnu biomasu u skladu sa članom 15. ovog Ugovora.

Realizacijom bilo koje od blanko solo menica iz stave 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 naplatitu bankarsku garanciju za uredno izvršenje svih svojih obaveza iz ovog Ugovora u visini od _____ dinara/evra [visina se utvrđuje kao % vrednosti ugovorene godišnje isporukedrvne 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: isporučenudrvnu biomasu, zakonsku zateznu kamatu, ugovornu kaznu i troškove reklamacije na isporučenudrvnu 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 Snabdevaču.

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 Snabdevaču da je protestovao bankarsku garanciju iz stava 1 ovog člana na naplatu.

11. UGOVORNA KAZNA

11.1 Ugovorna kazna za Snabdevaču

Član 24.

U slučaju da Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu drvne 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 drvne biomase za svaki dan zakašnjenja, a najduže za period od 10 (deset) dana.

Ukoliko Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu drvne 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 drvne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, 2 (dva) mesečna anuiteta isporuke drvne 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 drvne 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 drvne biomase u ugovorenom periodu do 10-tog u mesecu ili u produženom roku od dodatnih 10 (deset) dana uz naplatu zatezne kamate za Ugovorenu cenu ovog anuiteta, Snabdevač ima pravo da proda drvnu 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 preuzimadrvnu biomase prema ugovorenoj dinamici, i u toku jedne kalendarske godine ne najavi i ne preuzme 2 (dva) mesečna anuiteta isporuke drvne biomase, Snabdevač ima pravo da Kupcu naplati ugovornu kaznu u visini od _____ [npr. 25% vrednosti godišnje (3 (tri) mesečna anuiteta)] isporuke drvne biomase i da raskine ovaj Ugovor.

12. OBEZBEĐENJE IZVRŠENJA ISPORUKE DRVNE BIOMASE

12.1 Kupovina radi pokrića

Član 26.

U slučaju da Snabdevač ne stavi na raspolaganje Kupcu ugovorenou količinu mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, Kupac ima pravo da od trećeg lica kupi neisporučenu ugovorenou količinu mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu, kao i da od Snabdevača naplati razliku između cene uvećane za sve troškove isporuke drvne biomase i sporučene od strane trećeg lica u skladu sa ovim članom i Ugovorene cene iz ovog Ugovora koja je utvrđena u tekućoj godini.

U slučaju iz stava 1. ovog člana, Kupac ima obavezu da, o kupovini neisporučene ugovorenene količine mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu od trećeg lica, 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 drvne biomase za tekuću godinu i troškova reklamacije na isporučenudrvnu 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 menice 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 drvne biomase za tekuću godinu u skladu sa članom 26. ovog Ugovora,
- 3) troškova reklamacije na isporučenudrvnu 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 drvna 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 drvne 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 doda: 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 glavnici) u roku _____ dana od njegovog dospeća;

3) ukoliko utvrdi da Kupac kupljeno ogrevno drvo i višemetarsku oblovinu nije koristio za sopstvenu preradu nego za dalju prodaju bez saglasnosti Snabdevača (član 37. ovog Ugovora),

4) ukoliko Kupac ne preuzima drvnu biomasu prema ugovorenoj dinamici, te ne najavi i ne preuzme 2 (dva) mesečna anuiteta isporuke drvne 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 drvne biomase u toku kalendarske godine (član 24. stav 3 ovog Ugovora);

3) ukoliko Snabdevač ne stavi na raspolaganje drvnu biomasu Kupcu na ugovorenom mestu u ugovoreno vreme, Kupac je kупи od trećeg lica, a Snabdevač odbije da plati razliku između cene uvećane za sve troškove isporuke drvne 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 drvne 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 oslobođaju 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.

Ovaj Ugovor prestaje protekom roka izvršenja ugovornih obaveza.

Izuzetno ovaj Ugovor prestaje raskidom ugovora, ali 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. OGRANIČENJA RASPOLAGANJA KUPLJENOM DRVNOM BIOMASOM

Član 37.

Kupac ne može trećem licu preprodati drvnu biomasu koju je kupio od Snabdevača, bez saglasnosti Snabdevača.

Izuzetno, Kupac može prodati kupljenu drvnu biomasu, tek nakon što ju je prvo ponudio Snabdevaču po ceni po kojoj ju je kupio od Snabdevača, a Snabdevač nije prihvatio ponudu u roku od _____ [uneti broj radnih dana] radnih dana od dana zaprimanja iste.

Ukoliko Kupac preprodadrvnu biomasu kupljenu od Snabdevača protivno odredbama stava 1 i 2 ovog člana, obavezan je da plati Snabdevaču kaznu u visini vrednosti ____ [npr. 3 (tri)] anuiteta isporuke, i Snabdevačima pravo da raskine ugovor.

21. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA

Član 38.

U sproveđenju 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 obavezuju na sledeće:

- 1) da će čuvati poslovnu tajnu i sve poverljive informacije u strogoj tajnosti i da će se uzdržavati od bilo kakvog njihovog obelodanivanja 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.

Iuzeci 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.

22. PRELAZNE I ZAVRŠNE ODREDBE

Član 39.

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

Član 40.

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 41.

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

SNABDEVAČ

KUPAC

PRILOZI:

Prilog 1.

Cenovnik drvnih proizvoda Snabdevača

MODEL UGOVORA¹ O DUGOROČNOM SNABDEVANJU DRVNOM BIOMASOM IZ PRIVATNIH ŠUMA 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 drvnom biomasom iz privatnih šuma za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

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UVODNE NAPOMENE

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

Sigurnost i kontinuitet snabdevanja proizvođača energije iz drvne biomase je jedan od osnovnih elemenata sigurnosti proizvodnje potrebne količine energije i 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 sirovinom 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.

U Republici Srbiji postoje šume u različitim oblicima svojine. Ovaj ugovor ima za predmet dugoročno snabdevanje drvnim biomasom iz šuma u privatnoj svojini.

Svrha ovog Ugovora je smanjenje poslovnog rizika u proizvodnji i prodaji drvne biomase iz privatnih šuma kao snabdevača i povećanoj sigurnosti snabdevanja kao temelja za dugoročno planiranje proizvodnje, razvoja i ostvarivanje poslovnih ciljeva kupca.

Maj, 2016.

MODEL UGOVORA²
O
DUGOROČNOM SNABDEVANJU DRVNOM BIOMASOM IZ PRIVATNIH ŠUMA
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 drvnom biomasom iz privatnih šuma 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 preduzetnik⁴, vlasnik šume u privatnoj svojini koji dugoročno snabdeva kupca drvnim biomasom proizvedenom iz šuma u privatnoj svojini;
- 3) **kupac** je privredni subjekt vlasnik postrojenja koje proizvodi ili investitor u postrojenje koje će proizvoditi energiju iz drvna biomase;
- 4) **drvna biomasa – biomasa** je sirovina za proizvodnju energije, ugovorene količine i kvaliteta;
- 5) **snabdevanje drvnim biomasom** podrazumeva proizvodnju i stavljanje na raspolaganje radi preuzimanja ugovorene količine drvne biomase, izražene u ugovorenoj mernoj jedinici (najčešće m³), 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 drvna biomasa ugovorne sortimentne strukture, količine i kvaliteta. Mesto isporuke može biti skladište ili stovarište ako je ugovorom utvrđeno za mesto isporuke;
- 9) **stovarište** je mesto privremenog karaktera, najčešće na šumsko-kamionskom putu, ali može biti i na nekoj drugoj lokaciji, na kome se Kupcu stavlja na raspolaganje radi preuzimanja drvna biomasa ugovorne sortimentne strukture, količine i kvaliteta;
- 10) **skladište** je prostor trajnog karaktera na kome se skladišti biomasa, koje može biti i mesto isporuke;
- 11) **otpremnica, odnosno propratnica**⁵ je propratni dokument koji izdaje Snabdevač i koji prati robu u prometu što uključuje i transport od mesta utovara do mesta opredeljenja;
- 12) **IPC** je indeks potrošačkih cena u Republici Srbiji;
- 13) **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

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.

⁵NAPOMENA: Propratni dokument koji izdaje Snabdevač i koji prati robu naziva se Propratnica ukoliko je sopstvenik šume iz koje potiče šumska biomasa koja je predmet isporuke - fizičko lice, u skladu sa članom 60 stav 3. Zakona o šumama („Sl. glasnik RS“ br. 30/10, 93/12 i 89/15).

Kupac mogu upoznati ili kojima imaju pristup usled obaveza koje izvršavaju u skladu sa ovim Ugovorom.

2. PREDMET UGOVORA

Član 2.

Ovim ugovorom o dugoročnom snabdevanju biomasom od strane Snabdevača-vlasnika šume u privatnoj svojini, Snabdevač se obavezuje da u Ugovornom periodu od _____ [uneti broj godina, npr.12 (dvanaest)] godina, snabdeva Kupca drvnom biomasom namenjenoj proizvodnji energije, i da u Ugovorenem periodu stavi na raspolaganje radi preuzimanja ugovorenog količinu i kvalitet drvene biomase na ugovoreni način, na ugovorenom mestu isporuke _____, a Kupac se obavezuje da preuzme isporučenu drvenu biomasu i da plati Snabdevaču Ugovorenou 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 DRVNE BIOMASE

4.1 Ugovorena količina drvene biomase

Član 4.

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

4.2 Ugovoreni kvalitet drvne biomase⁶

Član 5.

Snabdevač se obavezuje da Kupcu u toku Ugovornog perioda isporučidrvnu biomasu u obliku ogrevnog drveta i višemetarske oblovine u odnosu _____ / _____ %, pri čemu će odnosi klase kvaliteta, ukoliko se isporučuje ogrevno drvo, biti _____ klasa = _____ %; _____ klasa= _____ %; _____ klasa= _____ %;

Ukoliko se isporučuje biomasa u formi višemetarske oblovine odnosi klasa kvaliteta æe biti: _____ klasa= _____ %; _____ klasa= _____ %; _____ klasa= _____ %;

- 1) klase kvaliteta za ogrevno drvo odgovaraju odredbama standarda SRPS EN ISO 17225-5:2015,
- 2) klase kvaliteta za višemetarsku oblovinu lišćara odgovaraju odredbama standarda SRPS EN 1316:1-2/2013., a četinara SRPS EN 1927:1-3/2009.

5. UGOVORENA CENA

Član 6.

Kupac se obavezuje da Snabdevaču nakon svake isporuke plati Ugovorenucenu biomase u formi ogrevnog drveta u visini od _____ evra/m³ za klasu _____; _____ evra/m³ za klasu _____ i, _____ evra/m³ za klasu _____. Ukoliko se isporučuje biomasa u formi višemetarske oblovine _____ evra/m³ za klasu _____; _____ evra/m³ za klasu _____; _____ evra/m³ za klasu _____;

Cene se izražavaju u dinarskoj protivvrednosti, po srednjem kursu Narodne banke Srbije, na dan fakturisanja.

Cene iz prethodnog stava ovog člana će se usklađivati jedanput godišnje na osnovu objavljenih zvaničnih podataka Republičkog zavoda za statistiku o IPC na dan 01. novembra svake godine, za razdoblje sledeće kalendarske godine i to, za prvo indeksiranje, odnosom poslednjeg objavljenog mesečnog IPC-a i IPC-a u decembru 20_____ godine, (tj. godine koja prethodi prvoj godini nakon potpisivanja ugovora). Za svaku narednu godinu cene će se usklađivati odnosom IPC-a na dan 1.novembra i IPC-a korišćenog u prethodnom indeksiranju.

Ukoliko Ugovorne strane sporazumno ne usklade cene iz stave 2 ovog člana, ovaj Ugovor će se raskinuti.

⁶ NAPOMENA: Predloženi kvalitet je kvalitet koji se uobičajeno ugovara, ali Ugovorne strane mogu utvrditi i drugačije.

6. MESTO ISPORUKE

Član 7.

OPCIJA I

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

OPCIJA III:

Mesto isporuke drvne biomase je stvarište na šumsko-kamionskom putu Snabdevača, na kom će Snabdevač staviti na raspolaganje radi preuzimanja određenu količinu drvne biomase mesečno i koje u toku godine može biti na sledećim lokacijama:

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

Odstupanja u količinama isporučene drvne 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 drvnju biomasu na mestu isporuke.

7.1.2 Vremenska dinamika isporuke drvne biomase

Član 9.

Snabdevač će u periodu od _____ [uneti broj godina, npr. 12 (dvanaest)] godina, stavljati na raspolaganje radi preuzimanja Kupcu količinu od _____ m^3 mesečno, prema sledećoj vremenskoj dinamici isporuke: u periodu od 1. do 10. dana u mesecu, uz prethodnu pisaniu najavu Kupca najmanje tri radna dana predana preuzimanja mesečne isporuke biomase.

7.1.3 Način isporuke drvne biomase

Član 10.

OPCIJA I:

Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja drvne biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenudrvnu biomasu u ugovorenoj sortimentnoj strukturi, količini i kvalitetu.

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

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

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

OPCIJA II:

U slučajevima u kojima obavezu transporta preuzima Kupac, Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanjadrvne biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenudrvnu biomasu u ugovorenoj sortimentnoj strukturi, količini i kvalitetu.

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

Prilikom predaje/preuzimanjadrvne biomase, Snabdevač i Kupac, odnosno ovlašćeno lice Kupca, potpisuju Otpremnicu, odnosno Propratnicu, koja sadrži: 1. Podatke o isporučiocudrvne biomase, 2. Podatke o ovlašćenom licu Kupca koje je preuzeodrvnu biomasu, 3. Količinu, specifikaciju i kvalitet isporučenedrvne biomase i 4. vreme preuzimanjadrvne biomase i registarski broj vozila.

7.2 Obaveze Kupca

7.2.1 Glavna obaveza Kupca

Član 11.

OPCIJA I:

Kupac se obavezuje da preuzme isporučenudrvnu biomasu koju istovari Snabdevač i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoreninacinplatilugovorenucenudrvne biomase.

OPCIJA II:

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

7.2.2 Prijem drvne biomase**Član 12.**

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

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

8. UTVRĐIVANJE KOLIČINE I KVALITETA ISPORUČENE DRVNE BIOMASE**8.1 Utvrđivanje količine⁷****Član 13.**

Ukoliko se radi o snabdevanju/preuzimanju višemetarske oblovine, utvrđivanje isporučene količine drvne biomase vršiće se merenjem zapremine pojedinačnih komada višemetarske oblovine sa prečnicom i metrom, a izračunata zapremina se izražava u metrima kubnim (m^3) sa tačnošću od tri decimalna mesta.

Ukoliko se radi o snabdevanju/preuzimanju metarskog ogrevnog drveta, utvrđivanje isporučene količine drvne biomase vršiće se u prostornim metrima sa preračunavanjem prostornih u metre kubne (m^3), korišćenjem koeficijenta za preračunavanje u iznosu od 0, 69. Dužina cevanica i oblica može da odstupa ± 5 cm u odnosu na nazivnu dužinu od 1 m, pri čemu, učešće kraćih komada (uključujući graničnu vrednost) ne može da pređe 15% od ukupne količine koja je predmet isporuke. Zapremina izmerenog ogrevnog drveta se izražava sa tačnošću od tri decimalna mesta.

Za sve ostale elemente od značaja za merenje i izražavanje zapremine za višemetarsku oblovinu biće korišćene odredbe SRPS EN standarda 1309-2:2012, a za ogrevno drvo SRPS EN ISO 17225-5:2015.

8.2 Utvrđivanje kvaliteta**Član 14.**

Kvalitet ugovorene drvne biomase utvrđuje se prilikom svakog preuzimanja vizuelnim pregledom od strane ovlašćenog lica Kupca koje preuzima konkretnu isporuku i koje kao stručno lice svojim potpisom garantuje da je preuzelo određenu vrstu drvne biomase ugovorenog kvaliteta.

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

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

8.3 Postupak reklamacije na isporučenudrvnu biomasu

Član 15.

Postupak reklamacije na isporučenudrvnu biomasu podrazumeva ponovno utvrđivanje (reviziju) količine, odnosno kvaliteta robe, od strane Ugovornih strana, trećeg lica - ovlašćene institucije ili ovlašćenog sudskog veštaka drvne 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 preuzimanjadrvne biomase.

U slučaju podnošenja reklamacije, Kupac je dužan da isporučenudrvnu biomasu prema specifikaciji iz Otpremnice, odnosno Propratnice, 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 isporučenudrvnu 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 isporučenedrvne biomase napisane u Otpremnici, odnosno Propratnici, iznosi više od ____ [npr. +/-1,5%], troškove sprovedenog postupka snosi ona Ugovorna strana koja nije bila u pravu.

9. PRELAZAK RIZIKA I SVOJINE NA DRVNOJ BIOMASI

9.1. Prelazak rizika

Član 16.

OPCIJA I:

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

OPCIJA II:

Rizik za slučajnu propast ili oštećenje isporučene drvne 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 drvne biomase sa mesta isporuke.

9.2. Prelazak svojine

Član 17.

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

10. PLAĆANJE ISPORUČENE DRVNE 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 drvne biomase od strane Kupca, izdati račun Kupcu za izvršenu isporuku mesečnog anuiteta drvne biomase koju je Kupac preuzeo.⁸

⁸NAPOMENA: Ukoliko je Snabdevač fizičko lice, ugovorne strane se mogu sporazumeti da Snabdevač ne mora da izdaje račun kao osnov za plaćanje, već da je dovoljna Otpremnica, odnosno Propratnica, o isporučenoj robi koja služi i kao osnov za plaćanje isporučene količine biomase, radi pojednostavljenja postupka.

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 računa⁹, iz člana 18. ovog Ugovora, koji je izdao Snabdevač plati Ugovorenu cenu za isporučenu drvnu 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 računa¹⁰ 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 drvne biomase, zakonske zatezne kamate, ugovorne kazne itroškova reklamacije na isporučenudrvnu biomasu.

⁹NAPOMENA: Ukoliko je Snabdevač fizičko lice, ugovorne strane se mogu sporazumeti da Snabdevač ne mora da izdaje račun kao osnov za plaćanje, već da je dovoljna Otpremnica, odnosno Propratnica, o isporučenoj robi koja služi i kao osnov za plaćanje isporučene količine biomase, radi pojednostavljenja postupka.

¹⁰NAPOMENA: Ukoliko je Snabdevač fizičko lice, ugovorne strane se mogu sporazumeti da Snabdevač ne mora da izdaje račun kao osnov za plaćanje, već da je dovoljna Otpremnica, odnosno Propratnica, o isporučenoj robi koja služi i kao osnov za plaćanje isporučene količine biomase, radi pojednostavljenja postupka.

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 drvnu 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 isporučenudrvnu biomasu u skladu sa članom 15. ovog Ugovora.

Realizacijom bilo koje od blanko solo menica iz stave 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 drvne 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: isporučenudrvnu biomasu, zakonsku zateznu kamatu, ugovornu kaznu i troškove reklamacije na isporučenudrvnu 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 ugovorenou količinu drvne 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 drvne biomase za svaki dan zakašnjenja, a najduže za period od 10 (deset) dana.

Ukoliko Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenou količinu drvne 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 ugovorenou količinu drvne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, 2 (dva) mesečna anuiteta isporuke drvne 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 drvne 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 drvne 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 prodadrvnu biomasu iz konkretnie mesečne isporuke trećem licu i da razliku u ceni naplati od Kupca, čime se Kupac ne oslobađa ugovorne kazne i drugih obaveza iz ovog ugovora.

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

12. OBEZBEĐENJE IZVRŠENJA ISPORUKE DRVNE BIOMASE

12.1 Kupovina radi pokrića

Član 26.

U slučaju da Snabdevač ne stavi na raspolaganje Kupcu ugovorenou količinu mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, Kupac ima pravo da od trećeg lica kupi neisporučenu ugovorenou količinu mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu, kao i da od Snabdevača naplati razliku između cene uvećane za sve troškove isporuke drvne biomase isporučene od strane trećeg lica u skladu sa ovim članom i Ugovorene cene iz ovog Ugovora koja je utvrđena u tekućoj godini.

U slučaju iz stava 1. ovog člana, Kupac ima obavezu da, o kupovini neisporučene ugovorenou količine mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu od trećeg lica, 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 drvne biomase za tekuću godinu i troškova reklamacije na isporučenudrvnu 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 drvne biomase za tekuću godinu u skladu sa članom 26. ovog Ugovora,
- 3) troškova reklamacije na isporučenudrvnu 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 drvne 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 ugovorenog godišnje isporuke drvne 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 doda: 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 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 utvrdi da Kupac kupljeno ogrevno drvo i višemetarsku oblovinu nije koristio za sopstvenu preradu nego za dalju prodaju bez saglasnosti Snabdevača (član 37. ovog Ugovora),

4) ukoliko Kupac ne preuzimadrvnu biomasu prema ugovorenodinamici, te ne najavi i ne preuze 2 (dva) mesečna anuiteta isporukedrvne 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 isporukedrvne biomase u toku kalendarske godine (član 24. stav 3 ovog Ugovora);

3) ukoliko Snabdevač ne stavi na raspolaganjedrvnu 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 isporukedrvne 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) isporukedrvne 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, ustanak, 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 napažnjom 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 proteka 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, Stockholm 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. OGRANIČENJA RASPOLAGANJA KUPLJENOM DRVNOM BIOMASOM

Član 37.

Kupac ne može trećem licu preprodati drvnu biomasu koju je kupio od Snabdevača, bez saglasnosti Snabdevača.

Izuzetno, Kupac može prodati kupljenu drvnu biomasu, tek nakon što ju je prvo ponudio Snabdevaču po ceni po kojoj ju je kupio od Snabdevača, a Snabdevač nije prihvatio ponudu u roku od _____ [uneti broj radnih dana] radnih dana od dana zaprimanja iste.

Ukoliko Kupac preproda drvnu biomasu kupljenu od Snabdevača protivno odredbama stava 1 i 2 ovog člana, obavezan je da plati Snabdevaču kaznu u visini vrednosti _____ [npr. 3 (tri)] anuiteta isporuke, i Snabdevač ima pravo da raskine ugovor.

21. ČUVANJE POSLOVNE TAJNE I POVERLJIVIH INFORMACIJA

Član 38.

U sproveđenju 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 uzdržavati 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 obavezuju 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.

Iuzeci 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.

22. PRELAZNE I ZAVRŠNE ODREDBE

Član 39.

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

Član 40.

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.

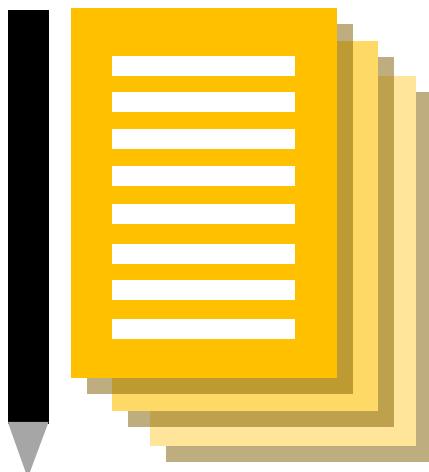
Član 41.

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 DRVNOM BIOMASOM IZ INDUSTRIJE 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 drvnom biomasom iz industrije za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

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UVODNE NAPOMENE

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

Sigurnost i kontinuitet snabdevanja proizvođača energije iz drvne biomase je jedan od osnovnih elemenata sigurnosti proizvodnje potrebne količine energije i 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 sirovina 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 drvnim biomasom iz industrije u formi krupnog i sitnog drvnog ostataka. Ovaj način snabdevanja energentima iz drvne biomase postrojenja za proizvodnju energije ima značaj za ostvarivanje održivog razvoja, jer ne utiče na devastaciju resursa.

Svrha ovog Ugovora je smanjenje poslovnog rizika u proizvodnji i prodaji drvne biomase iz industrije kao snabdevača i povećanoj sigurnosti snabdevanja kao temelja za dugoročno planiranje proizvodnje, razvoja i ostvarivanje poslovnih ciljeva kupca.

Maj, 2016.

MODEL UGOVORA²
O
DUGOROČNOM SNABDEVANJU DRVNOM BIOMASOM IZ INDUSTRIJE
ZA POTREBE PROIZVODNJE ENERGIJE

zaključen između ugovornih strana:

1. Snabdevač: _____, 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 drvnom biomasom iz industrije za potrebe proizvodnje energije, sa predlozima šta taj ugovor treba da sadrži.

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 privredni subjekt ili preduzetnik koji dugoročno snabdeva kupca drvnom biomasom nastalom kao nus proizvod industrijske proizvodnje;
- 3) **kupac** je privredni subjekt vlasnik postrojenja koje proizvodi ili investitor u postrojenje koje će proizvoditi energiju iz drvna biomase;
- 4) **drvna biomasa – biomasa** je sirovina za proizvodnju energije, ugovorene količine i kvaliteta;
- 5) **snabdevanje drivnom biomasom** podrazumeva proizvodnju i stavljanje na raspolaganje radi preuzimanja ugovorene količine drvne biomase, izražene u ugovorenoj mernoj jedinici (najčešće m³), 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 drvna biomasa ugovorne sortimentne strukture, količine i kvaliteta;
- 9) **otpremnica** je propratni dokument koji izdaje Snabdevač i koji prati robu u toku transporta od mesta utovara do mesta opredeljenja;
- 10) **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.

2. PREDMET UGOVORA

Član 2.

Ovim ugovorom o dugoročnom snabdevanju biomasom od strane Snabdevača industrijskog proizvođača, Snabdevač se obavezuje da u Ugovornom periodu od _____ [uneti broj godina, npr. 12 (dvanaest) godina], snabdeva Kupca drvnom biomasom namenjenoj proizvodnji energije, i da u Ugovorenem periodu stavi na raspolaganje radi preuzimanja ugovorenu količinu i kvalitet drvene biomase na ugovoreni način, na ugovorenom mestu isporuke, a Kupac se obavezuje da preuzme isporučenu drvenu biomasu i da plati Snabdevaču Ugovorenu 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 DRVNE BIOMASE

4.1 Ugovorena količina drvne biomase

Član 4.

Snabdevač se obavezuje da Kupcu stavi na raspolaganje radi preuzimanja drvenu biomasu u formi:

- a) krupnog drvnog ostatka (okorci, okrajci, porubci itd.) količini od _____ m³ mesečno, što godišnje iznosi _____ m³, a u toku Ugovornog perioda ukupno iznosi _____ m³ i/ili
- b) sitnog drvnog ostatka (piljevina) količini od _____ m³ mesečno, što godišnje iznosi _____ m³, a u toku Ugovornog perioda ukupno iznosi _____ m³.

4.2 Ugovoreni kvalitet drvne biomase³

Član 5.

Snabdevač se obavezuje da Kupcu u toku Ugovornog perioda isporučidrvnu biomasu u formi i količinama predviđenim u čl. 4.1 ovog Ugovora i sa opsegom vlažnosti od _____% do _____% za biomasu u formi krupnog ostatka, tj. od _____% do _____% za biomasu u formi sitnog drvnog ostatka, u primljenom stanju i bez prisustva truleži.

5. UGOVORENA CENA

Član 6.

Kupac se obavezuje da Snabdevaču nakon svake isporuke plati Ugovorenucenu biomase u visini od _____ evra/m³ za biomasu u formi krupnog drvnog ostatka i _____evra/m³ za biomasu u formi sitnog drvnog ostatka, u dinarskoj protivvrednosti, po srednjem kursu Narodne banke Srbije, na dan fakturisanja.

Cene iz prethodnog stava ovog člana će se usklađivati jedanput godišnje i to 01. decembra svake godine za razdoblje sledeće kalendarske godine i to za rast/pad cena trupaca koje Snabdevač prerađuje u svom preduzeću. Osnov za povećanje/smanjenje cene iz stava 1 ovog člana predstavlja zaključen ugovor o snabdevanju Snabdevača drvnom sirovinom (trupcima) sa javnim preduzećem ili privatnim šumovlasnikom.

Ukoliko Ugovorne strane sporazumno ne usklade cene iz stave 2 ovog člana, ovaj Ugovor će se raskinuti.

Ukoliko Snabdevač ima zaključene ugovore i sa javnim preduzećem i sa privatnim šumovlasnikom prioritet se daje ugovoru sa javnim preduzećem.

6. MESTO ISPORUKE

Član 7.

OPCIJA I

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

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

³ NAPOMENA: Predloženi kvalitet je kvalitet koji se uobičajeno ugovara, ali Ugovorne strane mogu utvrditi i drugačije.

OPCIJA II:

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

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 drvnog biomasa na mestu isporuke.

7.1.2 Vremenska dinamika isporuke drvne biomase

Član 9.

Snabdevač će u periodu od _____ [uneti broj godina, npr. 12 (dvanaest)] godina, stavljati na raspolaganje radi preuzimanja Kupcu količinu krupnog drvnog ostatka od ____ m³ mesečno i količinu od _____ m³ piljevine mesečno, prema sledećoj vremenskoj dinamici isporuke: u periodu od 1. do 10. dana u mesecu, uz prethodnu pisanoj najavi Kupca najmanje tri radna dana pre dana preuzimanja mesečne isporuke biomase.

7.1.3 Način isporuke drvne biomase

Član 10.

OPCIJA I:

Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja drvne biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenu drvnu biomasu u ugovorenoj sortimentnoj strukturi, količini i kvalitetu.

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

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

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

OPCIJA II:

U slučajevima u kojima obavezu transporta preuzima Kupac, Snabdevač se obavezuje da, prema pisanoj najavi radi preuzimanja drvne biomase, koja mora biti najmanje tri radna dana unapred, u mestu isporuke ima za isporuku pripremljenudrvnu biomasu u ugovorenoj sortimentnoj strukturi, količini i kvalitetu.

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

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

7.2 Obaveze Kupca

7.2.1 Glavna obaveza Kupca

Član 11.

OPCIJA I:

Kupac se obavezuje da preuzme i istovari iz voziladrvnu biomasu koja mu je stavljena na raspolaganje i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoreni način plati Ugovorenucenudrvne biomase.

OPCIJA II:

Kupac se obavezuje da preuzme, utovari u vozilo i prevezedrvnu biomasu koja mu je stavljena na raspolaganje i da, zauzvrat, Snabdevaču, u Ugovornom periodu, na ugovoreni način plati Ugovorenucenudrvne biomase.

7.2.2 Prijemdrvne biomase

Član 12.

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

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

8. UTVRĐIVANJE KOLIČINE I KVALITETA ISPORUČENE DRVNE BIOMASE

8.1 Utvrđivanje količine⁴

Član 13.

Ukoliko se radi o preuzimanju krupnog drvnog ostatka (okoraka, okrajaka, porubaka itd.) utvrđivanje količine se vrši merenjem dužine, širine i visine svakog pojedinačnog složaja. Merenje se vrši metrom.

Ukoliko se radi o preuzimanju piljevine utvrđivanje količine se vrši merenjem dimenzija i kontrolom zapunjenošću prostora kontejnera, kamiona sandučara, prikolice ili drugog prostora u kojem se prevozi piljevina.

8.2 Utvrđivanje kvaliteta

Član 14.

Kvalitet ugovorene drvne biomase utvrđuje se prilikom svakog preuzimanja vizuelnim pregledom od strane ovlašćenog lica Kupca koje preuzima konkretnu isporuku i koje kao stručno lice svojim potpisom garantuje da je preuzelo određenu vrstu drvne biomase ugovorenog kvaliteta.

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

8.3 Postupak reklamacije na isporučenudrvnu biomasu

Član 15.

Postupak reklamacije na isporučenudrvnu biomasu podrazumeva ponovno utvrđivanje (reviziju) količine, odnosno kvaliteta robe, od strane Ugovornih strana, trećeg lica - ovlašćene institucije ili ovlašćenog sudskog veštaka drvne 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 preuzimanjadrvne biomase.

U slučaju podnošenja reklamacije, Kupac je dužan da isporučenudrvnu 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 prijema podnete reklamacije.

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

⁴NAPOMENA: Predloženi način utvrđivanja količine je uobičajen u praksi, ali Ugovorne strane mogu utvrditi i drugačije.

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 drvne biomase napisane u Otpremnici iznosi više od ____ [npr. +/- 1,5%], troškove sprovedenog postupka snosi ona Ugovorna strana koja nije bila u pravu.

9. PRELAZAK RIZIKA I SVOJINE NA DRVNOJ BIOMASI

9.1. Prelazak rizika

Član 16.

OPCIJA I:

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

OPCIJA II:

Rizik za slučajnu propast ili oštećenje isporučene drvne 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 drvne biomase sa mesta isporuke.

9.2. Prelazak svojine

Član 17.

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

10. PLAĆANJE ISPORUČENE DRVNE 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 drvne biomase od strane Kupca, izdati račun Kupcu za izvršenu isporuku mesečnog anuiteta drvne 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 isporučenudrvnu 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 Snabdevač]

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 drvne biomase, zakonske zatezne kamate, ugovorne kazne i troškova reklamacije na isporučenudrvnu 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 drvnu 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 isporučenudrvnu biomasu u skladu sa član 15. ovog Ugovora.

Realizacijom bilo koje od blanko solo menica iz stave 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 drvne 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: isporučenudrvnu biomasu, zakonsku zateznu kamatu, ugovornu kaznu i troškove reklamacije na isporučenudrvnu 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 drvne 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 drvne biomase za svaki dan zakašnjenja, a najduže za period od 10 (deset) dana.

Ukoliko Snabdevač ne stavi Kupcu na raspolaganje radi preuzimanja ugovorenog količinu drvne 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 drvne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, 2 (dva) mesečna anuiteta isporuke drvne 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 drvne 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 drvne biomase u ugovorenom periodu do 10. dana u mesecu ili u produženom roku od dodatnih 10 (deset) dana uz naplatu zatezne kamate za Ugovorenu cenu ovog anuiteta, Snabdevač ima pravo da prodadrvnu biomasu iz konkretnе mesečne isporuke trećem licu i da razliku u ceni naplati od Kupca, čime se Kupac ne oslobađa ugovorne kazne i drugih obaveza iz ovog ugovora.

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

12. OBEZBEĐENJE IZVRŠENJA ISPORUKE DRVNE BIOMASE

12.1 Kupovina radi pokrića

Član 26.

U slučaju da Snabdevač ne stavi na raspolaganje Kupcu ugovorenou količinu mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu na mestu isporuke prema dinamici isporuke, Kupac ima pravo da od trećeg lica kupi neisporučenu ugovorenou količinu mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu, kao i da od Snabdevača naplati razliku između cene uvećane za sve

troškove isporuke drvne biomase isporučene od strane trećeg lica u skladu sa ovim članom i Ugovorene cene iz ovog Ugovora koja je utvrđena u tekućoj godini.

U slučaju iz stava 1. ovog člana, Kupac ima obavezu da, o kupovini neisporučene ugovorene količine mesečnog anuiteta isporuke drvne biomase u ugovorenom kvalitetu od trećeg lica, 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 drvne biomase za tekuću godinu i troškova reklamacije na isporučenudrvnu 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 drvne biomase za tekuću godinu u skladu sa članom 26. ovog Ugovora,
- 3) troškova reklamacije na isporučenudrvnu 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 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 drvne 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 drvne 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 doda: 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 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 preuzimadrvnu biomasu prema ugovorenoj dinamici, te ne najavi i ne preuzme 2 (dva) mesečna anuiteta isporuke drvne 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 drvne biomase u toku kalendarske godine (član 24. stav 3 ovog Ugovora);

3) ukoliko Snabdevač ne stavi na raspolaganjedrvnu 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 isporukedrvne 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 drvne 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 Ugovora ne dovodi do zahteva jedne Ugovorne strane prema drugoj, niti će se to smatrati povredom 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.

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 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:

- 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.

Izuzeći 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 WOOD BIOMASS BY PUBLIC UTILITY COMPANIES 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 wood biomass for public utility companies for energy generation purposes, with proposals of the contents of such contract.

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INTRODUCTORY REMARKS

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

Certainty and continuity of supplying entities producing energy from wood biomass is a key element of reliable production of the necessary quantity of energy 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.

There are forests in the Republic of Serbia in different forms of property. The majority of forest areas are managed by public enterprises. The scope of this contract is long-term supply of wood biomass from national parks and forests which are public property and which are managed by public enterprises.

The purpose of this Contract is to reduce business risks in production and sale of wood biomass as the basis for long-term planning of production, development and achieving business objectives of the buyer.

May, 2016

MODEL CONTRACT²
ON LONG-TERM SUPPLY OF WOOD BIOMASS BY PUBLIC UTILITY COMPANIES
FOR ENERGY GENERATION PURPOSES

Signed between the following Parties to the Contract:

1. Supplier: Public enterprise (PE) "____Forests"..., 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 wood biomass for public utility companies for energy generation purposes, with proposals of the contents of such contract.

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 public enterprise or another enterprise which provides long-term supply for the Buyer of wood biomass produced in forests representing public property;
- 3) **The Buyer** is a company owner of the plant which generates energy from wood biomass or developer (investor) of such plant;
- 4) **Wood biomass – biomass** is raw material used for energy generation of agreed quantity and quality;
- 5) **Supply of wood biomass** is production and making available for taking over of the agreed quantity of wood biomass, expressed in agreed measuring units (most frequently 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 wood biomass is made available for the Buyer for taking over the agreed quantity of wood biomass of agreed assortment, quantity and quality;
- 9) **Warehouse** is the place where the wood biomass is made available to the Buyer for taking over of the agreed assortment, quantity and quality;
- 10) **Dispatch Note** is the document issued by the Supplier accompanying the goods during transport from the warehouse to the destination;
- 11) **IPC** is the consumer prices index in the Republic of Serbia;
- 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 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 Contraction long-term supply of wood biomass by public enterprises engaged in managing publicly owned forests, 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 wood biomass intended for energy generation and during such period to make available for takeover the agreed quantity and quality of wood biomass in the manner agreed by the Contract, at the agreed place of delivery_____ (warehouse at forest truck road), and the Buyer undertakes to take over the delivered wood 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. WOOD BIOMASS CHARACTERISTICS

4.1 The contracted quantity of wood biomass

Article 4

The Supplier undertakes to make available for the Buyer for taking over the wood biomass in the quantity of _____ m³ per month, which annually amounts to _____ m³, and which for the duration of the Contract amounts to _____ m³.

4.2 The contracted quality of wood biomass³

Article 5

The Supplier undertakes to deliver to the Buyer in the course of the contract period wood biomass in form of firewood and multi-meter roundwood in a ratio _____ / _____ %, with the following shares of classes of quality A1, A2, and B : _____ : _____ : _____

- 1) The classes of quality for firewood shall be compliant with provisions of standard SRPS EN ISO 17225-5:2015,
- 2) The classes of quality for multi-meter roundwood of deciduous trees shall be compliant with provisions of standard SRPS EN 1316:1-2/2013, and of coniferous trees SRPS EN 1927:1-3/2009.

5. THE CONTRACT PRICE

Article 6

The Buyer undertakes, after each monthly delivery, to pay in favor of the Supplier the contracted price of the delivered wood biomass in accordance with the prices of wood assortment determined in the Price List of wood products of the Supplier valid on the day of this Contract being made and which is attached as Annex 1 and is considered to represent an integral part of this Contract.

The prices from the paragraph above shall be adjusted once a year on the basis of published official data of the Republic Statistical Office as IPC index as of 1 November each year for the period of the following calendar year, specifically for the first indexation, by calculated ratio of the last published monthly IPC and the IPC for December of the year 20__ (i.e. the year preceding the first year after the Contract signature). For each subsequent year the prices shall be adjusted by the ratio of IPC as of 1 November and IPC used in the preceding indexing.

If the Parties to the Contract do not adjust the prices by agreement as per paragraph 2 of this Article, this Contract shall be terminated.

³REMARK: the proposed quality which is usually agreed, but the parties to the contract may also agree otherwise.

6. PLACE OF DELIVERY

Article 7

Place of delivery of wood biomass shall be the warehouse on the forest road of the Supplier, at which the Supplier shall make available for takeover the relevant quantity of wood 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 _____ m³,
- 2) At location 2 _____ (name of location), in quantity of _____ m³,
- 3) At location 3 _____ (name of location), in quantity of _____ m³.

The deviations in the quantity of delivered wood 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 wood biomass at the place of delivery.

7.1.2 Time frame of delivery of wood 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 _____ 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

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

The Buyer shall load the wood 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 wood 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 wood biomass, 2. Data of the authorized person of the Buyer who is taking over the wood biomass, 3. The quantity, specifications and quality of the taken over wood biomass, and 4. The time of taking over of the wood 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

The Buyer undertakes to take over and load the wood biomass made available to him onto the vehicle and in return to make payment to the Supplier, in the contracted period, in the contracted manner the price of the wood biomass.

7.2.2 *Receipt of the wood biomass*

Article 12

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

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

8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED WOOD BIOMASS

8.1 Determining the quantity⁴

Article 13

In the case of delivery/taking over of multi-meter roundwood, the quantity of delivered wood biomass shall be determined by measuring the volume of individual pieces of multi-meter roundwood

⁴ REMARK: The proposed manner of determining the quantity is the usual method used in practice, but the parties to the contract may agree otherwise.

with diameter meter and meter by length, and the calculated volume shall be expressed in meters cubic (m^3) with the accuracy of three decimal points.

In the case of delivery/taking over of stacked meter firewood the quantity of delivered wood biomass shall be determined in stacked meters and calculation of stacked into cubic meters (m^3) by applying the calculation coefficient of 0.69. The length of firewood and roundwood can deviate ± 5 cm relative to the nominal length of 1 m, provided that the share of shorter pieces (including limit values) shall not exceed 15% of the total quantity that is the subject of delivery. The volume of measured firewood shall be expressed with the accuracy of three decimal points.

With respect to any other elements relevant to measuring and expressing the volume of multi-meter roundwood, the provisions of standard SRPS EN 1309-2:2012 shall apply, and for firewood of standard SRPS EN ISO 17225-5:2015.

8.2 Determining the quality

Article 14

The quality of the wood biomass supplied under the Contract shall be determined for each individual taking over by visual examination by the authorized person of the Buyer who is taking over the specific delivery and who is a technical person who by his signature guarantees having taken over the relevant type of wood biomass of quality agreed under the Contract.

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

8.3 Claims procedure regarding delivered wood biomass

Article 15

The claims procedure for delivered wood 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 who is expert in wood, 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 (to the relevant forestry department of the Supplier), within 5 (five) working days of the day of taking over of wood biomass.

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

If the Supplier (the relevant forestry department of the Supplier) fails, without a justified reason, to undertake insight into the delivered wood 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 wood biomass stated on the Dispatch Note exceeds _____ [ex. +/-1.5%], the costs associated with the procedures shall be borne by the Party to the Contract which was in the wrong.

9. TRANSFER OF RISK AND OWNERSHIP OF THE WOOD BIOMASS

9.1. Transfer of risk

Article 16

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

10. PAYMENT FOR DELIVERED WOOD 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 wood biomass by the Buyer issue the invoice to the Buyer for the delivered monthly instalment of wood 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 wood 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 wood biomass, legal default interest, contractual penalty and costs of complaints regarding the delivered wood 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 wood 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 wood 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 wood 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 favor of the Supplier within the contract defined period for: delivered wood biomass, legal default interest, the contractual penalty, or costs of claims for delivered wood 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 wood 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 wood 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 wood 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 wood 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 wood 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 wood 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 wood biomass, the Supplier shall have the right to collect from the Buyer the contractual penalty amounting to _____ [ex. of the value annually of (3 (three) monthly instalments) of delivery of wood biomass] and to terminate this Contract.

12. SECURITY FOR EXECUTION OF DELIVERY OF WOOD 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 in the agreed quality 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 wood biomass and to collect from the Supplier the difference in price plus any costs of delivery of wood biomass supplied by a third person in accordance with this article and the contracted price from this Contract determined for the current year.

In case from para 1 of this article, the Buyer shall be obliged to notify the Supplier of the purchase of the undelivered contractually agreed quantity of monthly instalment of wood biomass in the contractually agreed quality from a third person 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 wood biomass for the current year, and the cost associated with claims for delivered wood 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 wood biomass in accordance with Article 26 of this Contract,
- 3) Costs of claims regarding delivered wood 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 wood 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 wood 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 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 Contractor 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 it determines that the Buyer has not used the purchased firewood and roundwood for his own processing but for sale without the consent of the Supplier (Article 37 of this Contract),
- 4) If the Buyer fails to take over the wood biomass according to the Contract agreed time dynamics and fails to notify and take over 2 (two) monthly instalments of wood biomass during one calendar year (Article 25 para 2 of this Contract).

The Buyer may, pursuant to provisions of this Contract unilaterally terminate the Contractor 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 wood biomass during one calendar year (Article 24 para 3 of this Contract);
- 3) if the Supplier fails to make available the wood 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 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 of (3 (three) monthly instalments) of delivery of wood 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 Contractor 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. LIMITATIONS TO DISPOSING OF PURCHASED WOOD BIOMASS

Article 37

The Buyer shall not, without the consent of the Supplier, re-sell to third persons the wood biomass which he purchased from the Supplier.

Exceptionally, the Buyer may re-sell the purchased wood biomass, but only after first making an offer to the Supplier at the price for which the wood biomass was purchased from the Supplier and after the Supplier refused the offer within _____ [enter the number of working days] working days of the day of receipt thereof.

If the Buyer resells the wood biomass purchased from the Supplier contrary to provisions of para 1 and 2 of this article, he shall be obliged to pay in favor of the Supplier a penalty amounting to ____ [ex. 3 (three) instalments of delivery, and the Supplier shall have the right to terminate the Contract.

21. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION

Article 38

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 39

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 40

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 41

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

Appendices:

Annex 1

Price List of Wood Products by the Supplier

MODEL CONTRACT¹ ON LONG-TERM SUPPLY OF WOOD BIOMASS FROM PRIVATELY OWNED FORESTS 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 wood biomass from privately owned forests for energy generation purposes, with proposals of the contents of such contract.

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INTRODUCTORY REMARKS

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

Certainty and continuity of supplying entities producing energy from wood biomass is a key element of reliable production of the necessary quantity of energy 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.

There are forests in the Republic of Serbia in different forms of property. The scope of this contract is long-term supply of wood biomass from privately owned forests.

The purpose of this Contract is to reduce business risks in production and sale of wood biomass from privately owned forests as suppliers and to increase the reliability of supply as the basis for long-term planning of production, development and achieving business objectives of the buyer.

May, 2016

MODEL CONTRACT²
ON LONG-TERM SUPPLY OF WOOD BIOMASS FROM PRIVATELY OWNED FORESTS
FOR ENERGY GENERATION PURPOSES

Signed between the following Parties to the Contract:

1. Supplier: _____ 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 wood biomass from privately owned forests for energy generation purposes, with proposals of the contents of such contract.

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 entrepreneur³, owner of privately owned forest which provides long-term supply for the Buyer of wood biomass produced in privately owned forests;
- 3) **The Buyer** is a company owner of the plant which generates energy from wood biomass or developer (investor) of such plant;
- 4) **Wood biomass - biomass** is raw material used for energy generation of agreed quantity and quality;
- 5) **Supply of wood biomass** is production and making available for taking over of the agreed quantity of wood biomass, expressed in agreed measuring units (most frequently 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 wood biomass is made available for the Buyer for taking over the agreed quantity of wood biomass of agreed assortment, quantity and quality;
- 9) **Warehouse** is the place of temporary nature, on the forest truck road, where the wood biomass is made available to the Buyer for taking over of the agreed assortment, quantity and quality;
- 10) **Dispatch Note or the Accompanying Note**⁴ is the document issued by the Supplier accompanying the goods during transport from the warehouse to the destination;
- 11) **IPC** is the consumer prices index in the Republic of Serbia;
- 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

³REMARK: 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 is not a beneficiary/receiver of agricultural pension.

⁴REMARK: the document issued by the Supplier which accompanies the goods in delivery shall be referred to as the Accompanying Document when related to wood biomass originating from forest owned by a physical person, in accordance with Article 60, para 3, of the Law on Forests ("The Official Gazette of RS" No. 30/10, 93/12 and 89/15).

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.

2. THE SCOPE OF THE CONTRACT

Article 2

By virtue of this Contract on long-term supply of wood biomass by Supplier, owner of privately owned forest, 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 wood biomass intended for energy generation and during such period to make available for takeover the agreed quantity and quality of wood biomass in the manner agreed by the Contract, at the agreed place of delivery _____ (location – warehouse of the Buyer/*warehouse of the Supplier/warehouse on the forest truck road of the Supplier*), and the Buyer undertakes to take over the delivered wood 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. WOOD BIOMASS CHARACTERISTICS

4.1 The contracted quantity of wood biomass

Article 4

The Supplier undertakes to make available for the Buyer for taking over the wood biomass in the quantity of _____ m³ per month, which annually amounts to _____ m³, and which for the duration of the Contract amounts to _____ m³.

4.2 The contracted quality of wood biomass⁵

Article 5

The Supplier undertakes to deliver to the Buyer in the course of the contract period wood biomass in form of firewood and multi-meter roundwood in a ratio _____ / _____ %, with the following shares of classes of quality A1, A2, and B : _____ : _____ : _____

- 1) The classes of quality for firewood shall be compliant with provisions of standard SRPS EN ISO 17225-5:2015,
- 2) The classes of quality for multi-meter roundwood of deciduous trees shall be compliant with provisions of standard SRPS EN 1316:1-2/2013, and of coniferous trees SRPS EN 1927:1-3/2009.

5. THE CONTRACT PRICE

Article 6

The Buyer undertakes, after each monthly delivery, to pay in favor of the Supplier the contracted price of the delivered wood biomass of _____ EUR/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.

The prices from the paragraph above shall be adjusted once a year on the basis of published official data of the Republic Statistical Office as IPC index as of 1 November each year for the period of the following calendar year, specifically for the first indexation, by calculated ratio of the last published monthly IPC and the IPC for December of the year 20____ (i.e. the year preceding the first year after the Contract signature). For each subsequent year the prices shall be adjusted by the ratio of IPC as of 1 November and IPC used in the preceding indexing.

If the Parties to the Contract do not adjust the prices by agreement as per paragraph 2 of this Article, this Contract shall be terminated.

⁵REMARK: the proposed quality which is usually agreed, but the parties to the contract may also agree otherwise.

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 wood biomass shall be the warehouse on the forest road of the Supplier, at which the Supplier shall make available for takeover the relevant quantity of wood 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 _____ m³,
- 2) At location 2 _____ (name of location), in quantity of _____ m³,
- 3) At location 3 _____ (name of location), in quantity of _____ m³.

The deviations in the quantity of delivered wood 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 wood biomass at the place of delivery.

7.1.2 Time frame of delivery of wood 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 ____ 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 wood biomass, which shall be submitted to the Buyer at least three working days in advance, to make available the wood 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 wood 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 wood biomass, the Supplier and the Buyer, meaning the authorized person of the Buyer, shall sign the dispatch note, or the accompanying document, containing the following: 1. Data related to the supplier of wood biomass, 2. Data of the authorized person of the Buyer who is taking over the wood biomass, 3. The quantity, specifications and quality of the taken over wood biomass, and 4. The time of taking over of the wood 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 wood biomass, which shall be submitted at least three working days in advance, make available the wood biomass for delivery at the place of delivery in the contracted assortment, quantity and quality.

The Buyer shall load the wood 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 wood biomass, the Supplier and the Buyer, meaning the authorized person of the Buyer, shall sign the dispatch note, or the accompanying document, containing the following: 1. Data related to the supplier of wood biomass, 2. Data of the authorized person of the Buyer who is taking over the wood biomass, 3. The quantity, specifications and quality of the taken over wood biomass, and 4. The time of taking over of the wood 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 wood 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 wood biomass.

OPTION II:

The Buyer undertakes to take over, load onto the vehicles and transport the wood 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 wood biomass.

7.2.2 Receipt of the wood biomass

Article 12

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

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

8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED WOOD BIOMASS

8.1 Determining the quantity⁶

Article 13

In the case of delivery/taking over of multi-meter roundwood, the quantity of delivered wood biomass shall be determined by measuring the volume of individual pieces of multi-meter roundwood with diameter meter and meter by length, and the calculated volume shall be expressed in meters cubic

⁶ REMARK: The proposed manner of determining the quantity is the usual method used in practice, but the parties to the contract may agree otherwise.

(m³) with the accuracy of three decimal points.

In the case of delivery/taking over of stacked meter firewood the quantity of delivered wood biomass shall be determined in stacked meters and calculation of stacked into cubic meters (m³) by applying the calculation coefficient of 0.69. The length of firewood and roundwood can deviate ±5 cm relative to the nominal length of 1 m, provided that the share of shorter pieces (including limit values) shall not exceed 15% of the total quantity that is the subject of delivery. The volume of measured firewood shall be expressed with the accuracy of three decimal points.

With respect to any other elements relevant to measuring and expressing the volume of multi-meter roundwood, the provisions of standard SRPS EN 1309-2:2012 shall apply, and for firewood of standard SRPS EN ISO 17225-5:2015.

8.2 Determining the quality

Article 14

The quality of the wood biomass supplied under the Contract shall be determined for each individual taking over by visual examination by the authorized person of the Buyer who is taking over the specific delivery and who is a technical person who by his signature guarantees having taken over the relevant type of wood biomass of quality agreed under the Contract.

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

8.3 Claims procedure regarding delivered wood biomass

Article 15

The claims procedure for delivered wood 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 who is expert in wood, 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 wood biomass.

In case of filing a claim, the Buyer shall be obliged not to make use of the delivered wood biomass under the specification in the Dispatch Note or the accompanying document 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 wood 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 wood biomass stated on the Dispatch Note or the accompanying document exceeds ____ [ex. +/-1.5%], the costs associated with the procedures shall be borne by the Party to the Contract which was in the wrong.

9. TRANSFER OF RISK AND OWNERSHIP OF THE WOOD BIOMASS

9.1. Transfer of risk

Article 16

OPTION I:

The risk in case of loss or damage of delivered wood 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 wood biomass

OPTION II:

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

10. PAYMENT FOR DELIVERED WOOD 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 wood biomass by the Buyer issue the invoice to the Buyer for the delivered monthly instalment of wood biomass which has been taken over by the Buyer⁷

10.1.2 Payment of Contract agreed price

Article 19

The Buyer undertakes that he shall make payment for the delivered wood 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 invoice⁸ 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 invoice⁹ issued by the Supplier, or the calculation of interest calculated by the Supplier, since otherwise they will be rejected.

⁷REMARK: If the Supplier is a physical person, the Parties to the Contract may agree that the Supplier need not issue the invoice as the basis for payment, but that the Delivery Note – accompanying document is sufficient document for the goods and shall serve as the basis for payment of the delivered quantity of biomass, in order to simplify the procedure.

⁸REMARK: If the Supplier is a physical person, the Parties to the Contract may agree that the Supplier need not issue the invoice as the basis for payment, but that the Delivery Note – accompanying document is sufficient document for the goods and shall serve as the basis for payment of the delivered quantity of biomass, in order to simplify the procedure.

⁹REMARK: If the Supplier is a physical person, the Parties to the Contract may agree that the Supplier need not issue the invoice as the basis for payment, but that the Delivery Note – accompanying document is sufficient

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 wood biomass, legal default interest, contractual penalty and costs of complaints regarding the delivered wood 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 wood 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 wood 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.

document for the goods and shall serve as the basis for payment of the delivered quantity of biomass, in order to simplify the procedure.

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 wood 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 favor of the Supplier within the contract defined period for: delivered wood biomass, legal default interest, the contractual penalty, or costs of claims for delivered wood 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 wood 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 wood 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 wood 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 wood 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 wood 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 wood 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 wood biomass, the Supplier shall have the right to collect from the Buyer the contractual penalty amounting to _____ [ex. of the value annually of (3 (three) monthly instalments) of delivery of wood biomass] and to terminate this Contract.

12. SECURITY FOR EXECUTION OF DELIVERY OF WOOD 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 in the agreed quality 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 wood biomass and to collect from the Supplier the difference in price plus any costs of delivery of wood biomass supplied by a third person in accordance with this article and the contracted price from this Contract determined for the current year.

In case from para 1 of this article, the Buyer shall be obliged to notify the Supplier of the purchase of the undelivered contractually agreed quantity of monthly instalment of wood biomass in the contractually agreed quality from a third person 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 wood biomass for the current year, and the cost associated with claims for delivered wood 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 wood biomass in accordance with Article 26 of this Contract,
- 3) Costs of claims regarding delivered wood 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 wood 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 wood 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 OR 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 it determines that the Buyer has not used the purchased firewood and roundwood for his own processing but for sale without the consent of the Supplier (Article 37 of this Contract),

4) If the Buyer fails to take over the wood biomass according to the Contract agreed time dynamics and fails to notify and take over 2 (two) monthly instalments of wood 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

wood biomass during one calendar year (Article 24 para 3 of this Contract);

3) if the Supplier fails to make available the wood 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 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 of (3 (three) monthly instalments) of delivery of wood 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. LIMITATIONS TO DISPOSING OF PURCHASED WOOD BIOMASS

Article 37

The Buyer shall not, without the consent of the Supplier, re-sell to third persons the wood biomass which he purchased from the Supplier.

Exceptionally, the Buyer may re-sell the purchased wood biomass, but only after first making an offer to the Supplier at the price for which the wood biomass was purchased from the Supplier and after the Supplier refused the offer within _____ [*enter the number of working days*] working days of the day of receipt thereof.

If the Buyer re-sells the wood biomass purchased from the Supplier contrary to provisions of para 1 and 2 of this article, he shall be obliged to pay in favor of the Supplier a penalty amounting to _____ [ex. 3 (*three*) instalments of delivery, and the Supplier shall have the right to terminate the Contract.

21. PROTECTING BUSINESS SECRET AND CONFIDENTIAL INFORMATION

Article 38

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 39

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 40

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 41

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 WOOD BIOMASS FROM INJDUSTRY 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.

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INTRODUCTORY REMARKS

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

Certainty and continuity of supplying entities producing energy from wood biomass is a key element of reliable production of the necessary quantity of energy 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 wood biomass from industry in form of bigger and finer wood residues. This form of supplying energy generation plants with wood biomass raw materials is important in achieving sustainable development since it does not contribute to devastation of resources.

The purpose of this Contract is to reduce business risks in production and sale of wood biomass from industry as suppliers and to increase the reliability of supply as the basis for long-term planning of production, development and achieving business objectives of the buyer.

May, 2016

MODEL CONTRACT²
ON LONG-TERM SUPPLY OF WOOD BIOMASS FROM INJDUSTRY
FOR ENERGY GENERATION PURPOSES

Signed between the following Parties to the Contract:

1. Supplier: _____ 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 wood biomass from privately owned forests for energy generation purposes, with proposals of the contents of such contract.

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 company or entrepreneur which provides long-term supply for the Buyer of wood biomass resulting as by-product in industrial production;
- 3) **The Buyer** is a company owner of the plant which generates energy from wood biomass or developer (investor) of such plant;
- 4) **Wood biomass - biomass** is raw material used for energy generation of agreed quantity and quality;
- 5) **Supply of wood biomass** is production and making available for taking over of the agreed quantity of wood biomass, expressed in agreed measuring units (most frequently 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 wood biomass is made available for the Buyer for taking over the agreed quantity of wood biomass of agreed assortment, quantity and quality;
- 9) **Dispatch Note** is the document issued by the Supplier accompanying the goods during transport from the warehouse to the destination;
- 10) **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.

2. THE SCOPE OF THE CONTRACT

Article 2

By virtue of this Contract on long-term supply of wood biomass by Supplier who is an industry, 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 wood biomass intended for energy generation and during such period to make available for takeover the agreed quantity and quality of wood biomass in the manner agreed by the Contract, at the agreed place of delivery _____ (location – warehouse of the Buyer/*production facility of the Supplier*), and the Buyer undertakes to take over the delivered wood 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. WOOD BIOMASS CHARACTERISTICS

4.1 The contracted quantity of wood biomass

Article 4

The Supplier undertakes to make available for the Buyer for taking over the wood biomass in the form of:

a) Course wood residues (trimmings, off cuts, side pieces, etc.) in a quantity of _____ m³ per month, which on annual basis amounts to _____ m³, and for the whole duration of the Contract amounts to total _____ m³ and/or

b) Fine wood residues (sawdust) in a quantity of _____ m³ per month, which on annual basis amounts to _____ m³, and for the whole duration of the Contract amounts to total _____ m³.

4.2 The contracted quality of wood biomass³

Article 5

The Supplier undertakes to deliver to the Buyer in the course of the contract period wood biomass in form and in quantities as set out in Article 4.1 of this Contract and with the moisture content range from _____% to _____% as received and without any presence of rot.

5. THE CONTRACT PRICE

Article 6

The Buyer undertakes, after each monthly delivery, to pay in favor of the Supplier the contracted price of the delivered wood biomass of _____ EUR/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.

The prices from the paragraph above shall be adjusted once a year, specifically on 1 December each year for the following year, on the basis of the increase/decrease of the price of logs which the Supplier processes in his plant. The basis for increase/decrease of prices from para 1 of this Article shall be the supply contract signed with the supplier of wood raw material (logs) which is a public enterprise or owner of privately owned forest.

If the Parties to the Contract fail to adjust the prices from para 2 of this Article in mutual agreement, this Contract shall be terminated.

If the Supplier has contracts signed with both a public enterprise and with owner of privately owned forest, priority shall be assigned to the contract with the public enterprise.

6. PLACE OF DELIVERY

Article 7

OPTION I

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

³REMARK: The proposed quality which is usually agreed, but the parties to the contract may also agree otherwise.

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 production plant of the Supplier, located in _____ (town) at address _____.

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 wood biomass at the place of delivery.

7.1.2 *Time frame of delivery of wood 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 ____ 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 wood biomass, which shall be submitted to the Buyer at least three working days in advance, to make available the wood 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 Buyer shall unload the wood 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 wood 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 wood biomass, 2. Data of the authorized person of the Buyer who is taking over the wood biomass, 3. The quantity, specifications and quality of the taken over wood biomass, and 4. The time of taking over of the wood 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 wood biomass, which shall be submitted at least three working days in advance, make available the wood biomass for delivery at the place of delivery in the contracted assortment, quantity and quality.

The Buyer shall load the wood 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 wood 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 wood biomass, 2. Data of the authorized person of the Buyer who is taking over the wood biomass, 3. The quantity, specifications and quality of the taken over wood biomass, and 4. The time of taking over of the wood 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 and unload from the vehicles the delivered wood biomass which is made available 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 wood biomass.

OPTION II:

The Buyer undertakes to take over, load onto the vehicles and transport the wood 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 wood biomass.

7.2.2 Receipt of the wood biomass

Article 12

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

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

8. DETERMINING THE QUANTITY AND QUALITY OF DELIVERED WOOD BIOMASS

8.1 Determining the quantity⁴

Article 13

In the case of taking over of coarse wood residues (trimmings, off cuts, side pieces, etc.), the quantity of delivered wood biomass shall be determined by measuring the lengths, width, and height of each individual heap. The measuring shall be done by means of a length meter.

In the case of taking over of sawdust, the quantity of delivered wood biomass shall be determined by measuring the dimensions and controlling the occupancy of the container space, box trucks, trailers and other spaces used to transport the sawdust.

8.2 Determining the quality

Article 14

The quality of the wood biomass supplied under the Contract shall be determined for each individual taking over by visual examination by the authorized person of the Buyer who is taking over the specific delivery and who is a technical person who by his signature guarantees having taken over the relevant type of wood biomass of quality agreed under the Contract.

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

⁴ REMARK: The proposed manner of determining the quantity is the usual method used in practice, but the parties to the contract may agree otherwise.

8.3 Claims procedure regarding delivered wood biomass

Article 15

The claims procedure for delivered wood 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 who is expert in wood, 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 wood biomass.

In case of filing a claim, the Buyer shall be obliged not to make use of the delivered wood biomass under the specification in the Dispatch Note 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 wood 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 wood biomass stated on the Dispatch Note exceeds _____ [ex. +/-1.5%], the costs associated with the procedures shall be borne by the Party to the Contract which was in the wrong.

9. TRANSFER OF RISK AND OWNERSHIP OF THE WOOD BIOMASS

9.1. Transfer of risk

Article 16

OPTION I:

The risk in case of loss or damage of delivered wood 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 wood biomass

OPTION II:

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

10. PAYMENT FOR DELIVERED WOOD 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 wood biomass by the Buyer issue the invoice to the Buyer for the delivered monthly instalment of wood 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 wood 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]

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 wood biomass, legal default interest, contractual penalty and costs of complaints regarding the delivered wood 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 wood 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 wood 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 wood 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 favor of the Supplier within the contract defined period for: delivered wood biomass, legal default interest, the contractual penalty, or costs of claims for delivered wood 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 wood 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 wood 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 wood 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 wood 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 wood 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 wood 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 wood 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 wood biomass] and to terminate this Contract.

12. SECURITY FOR EXECUTION OF DELIVERY OF WOOD 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 in the agreed quality 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 wood biomass and to collect from the Supplier the difference in price plus any costs of delivery of wood biomass supplied by a third person in accordance with this article and the contracted price from this Contract determined for the current year.

In case from para 1 of this article, the Buyer shall be obliged to notify the Supplier of the purchase of the undelivered contractually agreed quantity of monthly instalment of wood biomass in the contractually agreed quality from a third person 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 wood biomass for the current year, and the cost associated with claims for delivered wood 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 wood biomass in accordance with Article 26 of this Contract,
- 3) Costs of claims regarding delivered wood 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 wood 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 wood 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 COMPENSATIONFOR 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 wood biomass according to the Contract agreed time dynamics and fails to notify and take over 2 (two) monthly instalments of wood 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 wood biomass during one calendar year (Article 24 para 3 of this Contract);

3) If the Supplier fails to make available the wood 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 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 of (3 (three) monthly instalments) of delivery of wood 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:

c) Address of the Supplier:

Name: _____
Address: _____
E-mail: _____
Fax: _____
Contact person: _____

d) 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.

21. 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