

**INTERZERO d.o.o.**, 10000 Zagreb, Ulica kneza Branimira 22, MB: 1939505, OIB: 79861389365, koje zastupa direktor Vanja Horvat i prokurist Tomislav Jordan (u daljnjem tekstu Davatelj usluge)

i

sklapaju sljedeći

## **UGOVOR O SAVJETOVANJU**

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**INTERZERO d.o.o.**, 10000 Zagreb, Kneza Branimira Street 22, Identification number (MB): 1939505, Personal Identification Number (OIB): 79861389365, represented by Director Vanja Horvat and Proxy Tomislav Jordan (hereinafter the Service Provider)

and

conclude following:

## **CONSULTING AGREEMENT**

### **Članak 1.**

Ugovorne strane utvrđuju da je Davatelj usluge trgovačko društvo prijavljeno u Očevidnik Ministarstva gospodarstva i održivog razvoja (u daljnjem tekstu: MINGOR) kao posrednik u gospodarenju otpadom pod rednim brojem POS – 045, kao i za savjetovanje u vezi s poslovanjem i upravljanjem, a Naručitelj je proizvođač proizvoda od kojih nastaje posebna kategorija otpada i obveznik je prijave i/ili plaćanja naknade gospodarenja otpadom temeljem Zakona o gospodarenju otpada, Fondu za zaštitu okoliša i energetske učinkovitost (u daljnjem tekstu Fond).

Ugovorne strane suglasno utvrđuju da sukladno Zakonu o gospodarenju otpadom i drugim podzakonskim propisima iz područja gospodarenja otpadom Naručitelj ima proširenu odgovornost kao proizvođač proizvoda od kojih nastaje posebna kategorija otpada.

### **Članak 2.**

Ovim Ugovorom Naručitelj angažira Davatelja usluge da prema zahtjevima Naručitelja te sukladno obvezama u okviru proširene odgovornosti koje obveze i odgovornost Naručitelj ima kao proizvođač proizvoda od kojih nastaje posebna kategorija otpada i sukladno njegovim potrebama za vrijeme trajanja ovog Ugovora, obavlja sljedeće usluge:

savjetovanje i pružanje usluga u svrhu poduzimanja radnji koje se odnose na prijavu u Registar proizvođača i/ili evidenciju Fonda;  
vođenja evidencije o uvezenim i/ili unesenim količinama proizvoda od kojih potječu posebne kategorije otpada;  
dostavu izvješća i/ili obrazaca o uvezenoj i/ili unesenoj količini proizvoda od kojih nastaju posebne kategorije otpada u rokovima propisanim pravilnicima;  
zaprimanje rješenja kojim se utvrđuje obveza i visina plaćanja naknade gospodarenja i povratne naknade;  
plaćanje naknade gospodarenja otpadnim baterijama i akumulatorima (u daljnjem tekstu baterije).

### **Article 1**

The Contracting Parties determine that the Service Provider is a commercial company registered in the Register of the Ministry of Economy and Sustainable Development (hereinafter: MINGOR) as an intermediary in waste management under serial number POS - 045, as well as for consulting in connection with business and management, and the Client is a producer of products that generate a special category of waste and it is obliged to register and/or to pay fees pursuant to the Waste Management Act, to the Fund for Environmental Protection and Energy Efficiency (hereinafter the Fund).

The Contracting Parties agree that in accordance with the Waste Management Act and other sub-legal regulations in the field of waste management, the Client has extended responsibility as a producer of products from which a special category of waste is generated.

### **Article 2**

With this Agreement, the Client engages the Service Provider to, according to the Client's requirements and in accordance with the obligations under extended liability, which obligations and responsibilities the Client has as a producer of products from which a special category of waste is generated and in accordance with his needs for the duration of this Agreement, performs the following services:

consulting and providing services for the purpose of undertaking actions related to registration in the Register of Producers and/or the records of the Fund;  
keeping records of imported and/or entered quantities of products from which special categories of waste originate;  
delivery of reports and/or forms on the imported and/or entered quantity of products from which special categories of waste are generated within the deadlines prescribed by regulations;  
receipt of a decision determining the obligation and amount of payment of the management fee and return fee;  
payment of the fee for the management of waste batteries and accumulators (hereinafter referred to as batteries).

Ugovorne strane suglasno utvrđuju da Davatelj usluge ovisno o zakonskim i podzakonskim obvezama Naručiitelja za Naručiitelja može skupno ili pojedinačno obavljati usluge određene prethodnim stavkom, ovisno o zahtjevima i/ili obvezama koje je Naručiitelj dužan ispuniti u svakoj pojedinoj situaciji.

Ugovorne strane suglasno utvrđuju da u slučaju da se pred Fondom ili nekim drugim nadležnim tijelom pojave neke druge obveze u okviru proširene odgovornosti Naručiitelja kao proizvođača proizvoda od kojih nastaje posebna kategorija otpada, a koje obveze je Davatelj usluge kao ovlašten predstavnik Naručiitelja dužan ispuniti u Naručiiteljevo ime, potpisom ovog Ugovora Naručiitelj se obvezuje Davatelju usluge nadoknaditi sve troškove koji nastanu Davatelju usluge prilikom i nakon ispunjena takvih obveza.

### Članak 3.

#### Cijene usluga:

Br	Usluga	Količina	Što uključuje	Iznos / €
1.	Godišnja naknada za ovlaštenog predstavnika	godišnje	Praćenje zakonske regulative vezano za plaćanje naknade – 1 područje (baterije)	Prema tablici navedenoj u prilogu Ugovora
2.	Priprema izvještaja (baterije)	1 izvješće po klijentu / 1 sat	Priprema izvještaja prema Fondu zaštite okoliša i energetske učinkovitosti u zakonskom roku	43,75
3.	Naknada gospodarenja za evidentirane količine stavljene na tržište (baterije)	Prema prijavljenim količinama u Fondu	Naknadu gospodarenja određen u tržišnim cjenikom	Određena tržišnim cjenikom

The Contracting Parties agree that the Service Provider, depending on the legal and sub-legal obligations of the Client, can collectively or individually perform the services specified in the previous paragraph, depending on the requirements and/or obligations that the Client is obliged to fulfill in each particular situation.

The Contracting Parties agree that in the event that some other obligations appear before the Fund or any other competent authority within the extended responsibility of the Client as a producer of products from which a special category of waste is generated, which obligations the Service Provider, as an authorized representative of the Client, is obliged to fulfill on Client's behalf, by signing this Agreement, the Client undertakes to reimburse the Service Provider for all costs incurred by the Service Provider during and after the fulfillment of such obligations.

### Article 3

#### Service prices:

No	Service	Quantity	Includes	Amount / €
1.	Annual charge for the authorised representative	annual	Monitoring of legal regulations related to the fees payment – 1 topic (batteries)	According to the table specified in the Annex to the Agreement
2.	Report preparation (batteries)	1 report per client / 1 hour	Preparation of reports to the Fund for Environmental Protection and Energy Efficiency within the legal deadline	43,75
3.	Management fee for registered quantities placed on the market (batteries)	According to the reported quantities in the Fund	Management fee determined by the market price	Specified by the market price

#### **Članak 4.**

Ugovorne strane suglasno utvrđuju da je Godišnja naknada za ovlaštenog predstavnika iz članka 3. stavak 1. točka 1. ovog Ugovora promjenjiva i određena tržišnim cjenikom.

Ugovorne strane suglasno utvrđuju da je Naknada za gospodarenje iz članka 3. stavak 1. točka 3. ovog Ugovora promjenjiva i određena od strane nadležnih tijela temeljem zakonskih i podzakonskih propisa.

Ugovorne strane suglasno utvrđuju da u slučaju promjene bilo u izračunu bilo u cijeni naknade navedene u članku 3. stavak 1. točka 3. ovog Ugovora, Davatelj usluge se obvezuje o svim promjena pismeno obavijestiti Naručitelja.

Ugovorne strane potpisom ovog Ugovora utvrđuju fiksnost i nepromjenjivost manipulativnih troškova u iznosu od 5% bez obzira na moguće promjene izračuna i cijena naknade koje eventualne promjene bi bile posljedica izmjena zakonskih i podzakonskih propisa nadležnih tijela u Republici Hrvatskoj.

#### **Članak 5.**

Potpisom ovog ugovora Naručitelj se obvezuje za izvršenje usluge iz članka 3. stavak 1. točka 1. Ugovora izvršiti uplatu u roku od 14 dana od izdavanja računa.

Ugovorne strane su suglasne da u slučaju neispunjenja gore navedenih novčanih obveza, Naručitelj uz navedene iznose duuguje i zatezne kamate određene za svako polugodište uvećanjem referentne stope koju odredi Europska središnja banka za 8 postotnih poena.

Potpisom ovog Ugovora Naručitelj se obvezuje Pružatelju usluga temeljem ovog Ugovora uplatiti beskamatni polog u iznosu na priloženom računu u roku od 14 dana računajući od dana potpisa ovog Ugovora na račun Davatelja usluge broj: HR7623600001101846931, SWIFT:ZABAHR2X, otvoren kod Zagrebačke banke d.d..

#### **Article 4**

The Contracting Parties agree that the Annual charge for the authorised representative from Article 3, Paragraph 1, Point 1 of this Agreement is variable and specified by the market price.

The Contracting Parties agree that the Management Fee from Article 3, Paragraph 1, Point 3 of this Agreement is variable and determined by the competent authorities based on legal and sub-legal regulations.

The Contracting Parties agree that in the event of a change in either the calculation or the price of the fee referred to in Article 3, paragraph 1, item 3 of this Agreement, the Service Provider undertakes to notify the Client in writing of any changes.

By signing this Agreement, the Contracting Parties determine the fixedness and invariability of manipulative costs in the amount of 5% regardless of possible changes in the calculation and prices of fees that any changes would be due to changes in laws and subordinate regulations of the competent authorities in the Republic of Croatia.

#### **Article 5**

By signing this Agreement, the Client undertakes from the performed services under Article 3 Paragraph 1, point 1 of this Agreement to make payment within 14 days of issuing the invoice.

The Contracting Parties agree that in the event of non-fulfillment of the above-mentioned financial obligations, in addition to the above-mentioned amounts, the Client also owes default interest determined on semi-annual basis by increasing the discount rate determined by European Central Bank by 8 percentage points.

By signing this Agreement, the Client undertakes to pay the Service Provider, based on this Agreement, an interest-free deposit in the amount on the attached invoice within 14 days, starting from the date of signing this Agreement, to the Service Provider's account number: HR7623600001101846931, SWIFT: ZABAHR2X, opened at Zagrebačke banke d.d..

Ugovorne strane suglasno utvrđuju da Davatelj usluge beskamatni depozit iz stavka 2. ovog članka može iskoristiti za neposredno podmirenje svih nepodmirenih usluga, naknada i troškova temeljem ovog Ugovora, a osobito:

- svih eventualno nepodmirenih usluga, naknada, kamata te troškova iz članka 3. ovog Ugovora, nakon njihova dospijea;

- svih eventualnih tražbina prema Naručitelju temeljem članka 12. stavak 5. i stavak 6. te članka 6. stavak 4. ovog Ugovora, nakon dospijea takvih eventualnih tražbina.

Ukoliko ne bude nepodmirenih usluga i naknada temeljem ovog Ugovora i ukoliko Naručitelj ne raskine ovaj Ugovor prije isteka ugovorenog roka (članak 12. stavak 5. i stavak 6. ovog Ugovora), Davatelj usluge se obvezuje Naručitelju u roku od 15 dana od isteka ovog Ugovora vratiti beskamatni depozit.

Ugovorne strane suglasno utvrđuju da je rok uplate godišnje naknade za ovlaštenog predstavnika iz stavka 1. ovog članka kao i beskamatnog depozita iz stavka 2. ovog članka bitan sastojak ovog Ugovora, te u slučaju da Naručitelj ne uplati godišnju naknadu za ovlaštenog predstavnika u roku iz stavka 1. ovog članka kao i beskamatni depozit u roku iz stavka 2. ovog članka, ovaj Ugovor se raskida po sili zakona i neće proizvoditi nikakve pravne učinke.

Davatelj usluge je suglasan da uz Naručitelja, usluge i račune po ovome Ugovoru može platiti i društvo \_\_\_\_\_ GmbH.

### **Članak 6.**

Uz potpisani Ugovor o savjetovanju, Naručitelj se obvezuje potpisati Izjavu i Punomoć za zastupanje i ispunjenje obveza pri Fondu za zaštitu okoliša i energetske učinkovitost (u daljnjem tekstu Punomoć).

Izjava i Punomoć se nalaze u prilogu ovog Ugovora i smatraju se sastavnim dijelom ovog Ugovora. Punomoć prestaje otkazom ili opozivom.

The Contracting Parties agree that the the Service Provider can use the interest-free deposit from paragraph 2 of this article for immediate payment of all outstanding services fees and expenses based on this Agreement, and in particular:

- all possibly unpaid services, fees, default interests and expenses from Article 3 of this Agreement, after their due date;

- of all possible claims against the Client based on Article 12, paragraph 5 and paragraph 6 and based on Article 6, paragraph 4 of this Agreement, after their due date.

If there are no unpaid services and fees based on this Agreement and if the Client does not terminate this Agreement before the expiration of the agreed term (Article 12, paragraph 5 and paragraph 6 of this Agreement), the Service Provider undertakes to the Client within 15 days from the expiration of this Agreement to return the interest-free deposit.

The Contracting Parties agree that the deadline for the payment of the annual charge for the authorised representative from paragraph 1 of this article and the interest-free deposit from paragraph 2 of this article is an essential component of this Agreement, and in the event that the Client does not pay the annual charge for the authorised representative within the deadline from paragraph 1 and the interest-free deposit within the deadline from paragraph 2 of this article, this Agreement is terminated by force of law and does not produce any legal effects.

The Service Provider agrees that in addition to the Client, services and invoices under this Agreement can also be paid by \_\_\_\_\_ GmbH.

### **Article 6**

With signed Consulting Agreement the Client commits to sign the Statement and Authorization for representation and fulfillment obligations at Fund for Environmental Protection and Energy Efficiency (hereinafter the Authorization).

The Statement and Authorization are attached to this Agreement and shall be considered part of this Agreement. The Authorization ends upon cancellation or revocation.

Naručitelj može u bilo kojem trenu otkazati Punomoć čime obveza Davatelja usluge slanja izvještaja, zastupanja u svim postupcima pred Fondom i drugim tijelima, kao i ispunjenja svih obveza preuzetih ovim Ugovorom prema Fondu prestaje danom primitka pisane obavijesti o otkazu.

U slučaju opoziva ili otkaza punomoći, u odnosu na Ugovor se primjenjuju odredbe čl. 12. ovog Ugovora o raskidu ugovora.

U slučaju potrebe zastupanja Naručitelja od strane Davatelja usluge kao njegovog ovlaštenog predstavnika, koju obvezu zastupanja Davatelj usluge ima temeljem Punomoći, u upravnim i drugim postupcima iz područja gospodarenja posebnim kategorijama otpada pred Fondom i to u svrhu ispunjenja obveza Naručitelja sukladno odredbama Zakona o gospodarenju otpadom i podzakonskim propisima koji reguliraju gospodarenje posebnim kategorijama otpada, potpisom ovog Ugovora Naručitelj se obvezuje Davatelju usluge naknaditi sve troškove takvog zastupanja kao i bilo koje naknade ili troškove koje Davatelj usluge plati u tim postupcima u ime Naručitelja.

#### **Članak 7.**

Priprema izvještaja se odnosi na izvještaje prema Fondu, a vezano za naknade temeljem Zakona o gospodarenju otpadom i pripadajućim podzakonskim aktima.

Ukoliko se kod Naručitelja pojave druge obveze, Davatelj usluge ima pravo ponuditi pripremu različitih izvještaja po različitim cijenama i dogovor oko istih će se navesti u Aneksu ovog Ugovora.

U slučaju potrebe za novim uslugama radi ispunjenja svrhe Ugovora, ugovorne strane će potpisati Aneks ovom Ugovoru i dogovoriti cijene za dodatne usluge.

Ugovorne strane suglasno utvrđuju da, u slučaju bilo kakvih troškova koji nastanu ili mogu nastati radi ostvarivanja svrhe ovog Ugovora, a plaćanje kojih troškova budu zahtijevala nadležna tijela ili je plaćanje takvih troškova nužno radi ostvarivanja svrhe ovog

The Client may cancel the Authorization at any time, whereby the obligation of the Service Provider to send reports, representation in all proceedings before the Fund and other bodies, as well as fulfillment all obligations assumed by this Agreement towards the Fund, ends on the day of receipt of written notice of cancellation.

In case of revocation or cancellation of the power of attorney, the provisions of Art. 12 of this Agreement on termination of the agreement shall be applied.

In the case of the need for representation of the Client by the Service Provider as its authorized representative, which representation obligation does the Service Provider have based on the Authorization in administrative and other procedures in the field of management of special categories of waste before the Fund, and for the purpose of fulfilling the Client's obligations in accordance with the provisions of the Law on Waste Management and by other sub-legal regulations in the field of waste management, by signing this Agreement, the Client undertakes to reimburse the Service Provider for all costs of such representation as well as any fees or costs that the Service Provider pays in these procedures on behalf of the Client.

#### **Article 7**

The preparation of the report refers to the reports to the Fund and related to the fees under the Act on Waste Management and the appurtenant sub-legal regulations.

If the Client occur other obligations, the Service Provider has the right to offer preparation of various reports at various prices and the agreement on them will be stated in the Annex to this Agreement.

In case of need for new services in order to fulfill the purpose of the Agreement, the Contracting Parties will sign the Annex to this Agreement and agree on the prices for additional services.

The Contracting Parties agree that, in the event of any costs incurred or may be incurred in order to achieve the purpose of this Agreement, the payment of which costs have been required by the competent authorities or the payment of such costs is necessary in order to achieve the purpose of this Agreement, the

Ugovora, o plaćanju takvih troškova Davatelj usluge će odmah obavijestiti Naručitelja u kojem slučaju ovisno o dogovoru Ugovornih strana, takve troškove može izravno platiti Naručitelj ili dati odobrenje Davatelju usluge da plati takve troškove, nakon čega će Davatelj usluge te troškove prefakturirati Naručitelju.

#### **Članak 8.**

Podaci se dostavljaju na propisanim obrascima koji se Fondu dostavljaju mjesečno, kvartalno ili godišnje, ovisno kako je definirano provedbenim propisom.

Naručitelj se obvezuje Davatelju usluge poslati dokumentaciju iz koje su vidljivi podaci potrebni za prijavu, 3-5 radna dana prije roka za predaju obrazaca Fondu.

Predviđeno potrebno vrijeme za pripremu i slanje pojedinačnog izvještaja u Fond je 1 sat. Ukoliko se pojavi potreba za više radnih sati od predviđenog Davatelj usluge će o istome pisanim putem obavijestiti Naručitelja koji će pisanim putem prihvatiti izradu takvog izvještaja ukoliko se s time slaže.

Ukoliko Naručitelj u takvim slučajevima odbije pripremu izvještaja u više od predviđenih 1 sat Davatelj usluge nije u obvezi pripremiti i poslati izvještaj Fondu.

Ako se pojave dodatni troškovi proizašli iz nepotpunih ili netočnih podataka koje je Naručitelj poslao Davatelju usluge tako nastale troškove će Naručitelj platiti Davatelju usluge u roku od 14 dana od trenutka dostave obavijesti Naručitelju.

#### **Članak 9.**

Ugovorne strane suglasno utvrđuju da Davatelj usluge u Fond prosljeđuje podatke koje je dobio od Naručitelja i da nije odgovoran za istinitost i vjerodostojnost dostavljenih podataka od strane Naručitelja. Potpisom ovog Ugovora Naručitelj se obvezuje Davatelju usluge slati točne, istinite i vjerodostojne podatke.

Ako Naručitelj odbije dati podatke nužne za izvršavanje usluga iz ovog Ugovora, Davatelj usluge nije u obvezi izvršiti preuzete obveze

Service Provider will immediately notify the Client in which case, depending on the agreement of the Contracting Parties, such costs can be paid directly by the Client or Client can authorized the Service Provider to pay such costs, after which the Service Provider will re-invoice these costs to the Client.

#### **Article 8**

The prescribed forms are submitted to the Fund per month, per quarter or per year, depending on how is defined in the implementing regulation.

The Client commits to send the Service Provider documentation showing data for reports, 3 to 5 working days before deadline for submission of prescribed forms to the Fund.

The estimated time required for the preparation and sending of reports to the Fund is 1 hour per report. If there is a need for more working hours than planned, the Service Provider will notify the Client in writing, who will accept the preparation of such a report in writing if he agrees.

If the Client in such cases refuses to prepare the report in more than the scheduled 1 hour - the Service Provider will not prepare and send the report to the Fund.

If additional costs arise as a result of incomplete or incorrect data sent by the Client to the Service Provider, the Client will pay the resulting costs to the Service Provider within 14 days from the moment of delivery of the notification to the Client.

#### **Article 9**

The Contracting Parties agree that the Service Provider forwards to the Fund the data it received from the Client and that it is not responsible for the truthfulness and credibility of the data provided by the Client. By signing this Agreement, the Client undertakes to send accurate, true and credible data to the Service Provider.

If the Client refuses to provide the data necessary to perform the services from this Agreement, the Service Provider is not obliged to fulfill the obligations

prema ovom Ugovoru te iz istoga razloga može opozvati Punomoć.

#### **Članak 10.**

Na osnovu zaprimljenih izvještaja Fond izdaje Rješenje o plaćanju naknade (u daljnjem tekstu Rješenje).

Na osnovu potpisane Punomoći Fond Rješenje šalje na adresu Davatelja usluge. Ukoliko Fond pogrešno dostavi Rješenje Naručitelju, Naručitelj će poslati Davatelju usluge Rješenje u roku od 5 dana po zaprimljenom Rješenju.

Davatelj usluge će temeljem ovog Ugovora za Naručitelja platiti naknadu iz stavka 1. ovog članka na način i u vremenskom roku navedenom u Rješenju.

#### **Članak 11.**

Uvjeti sadržani u ovom Ugovoru predstavljaju poslovnu tajnu. Ugovorne strane se obvezuju za vrijeme trajanja ovog Ugovora i nakon njegovog prestanka, bez vremenskog ograničenja, čuvati kao poslovnu tajnu sve podatke koje saznaju tijekom izvršavanja ovog Ugovora, kao i sve uvjete koji su sadržani u ovom Ugovoru.

Ugovorne strane i njihovi zaposlenici i/ili zastupnici neće otkrivati takve podatke bilo tijekom trajanja ovog Ugovora niti nakon njegova prestanka bilo kojoj trećoj osobi niti će na drugi način koristiti takve podatke. Ugovorne strane se obvezuju poštovati povjerljivost ovog Ugovora i suzdržati se od otkrivanja bilo kojeg dijela istog trećoj strani, bez prethodnog pisanog odobrenja od druge ugovorne strane. Davatelj usluge će koristiti primljene informacije koje se tiču proizvoda Naručitelja, poslova ili aktivnosti Naručitelja samo radi uspješnog izvršenja svojih ugovornih obveza i postupat će s istim stupnjem pozornosti kojeg primjenjuje za čuvanje vlastitih poslovnih tajni. Sve informacije (materijalizirane na bilo koji način) će odmah vratiti Naručitelju po isteku ili raskidu ovog Ugovora, odnosno u svako doba na zahtjev Naručitelja.

Odredbe ovog članka se primjenjuju i na univerzalne pravne sljednike ugovornih strana.

under this Agreement and may revoke the Authorization for the same reason.

#### **Article 10**

On the basis of received reports the Fund shall issue Decision on payment of the fee (hereinafter the Decision).

On the basis of signed Authorization, the Fund send Decision to the Service Provider. If Fund by mistake send Decision to the Client and not to Service Provider, the Client shall send Decision to Service Provider within 5 days according to the received Decision.

On the basis of this Agreement, the Service Provider shall pay the fee from paragraph 1 of this Article for the Client in the manner and within the time limit specified in the Decision.

#### **Article 11**

The terms contained in this Agreement constitute a trade secret. The Contracting Parties undertake during the term of this Agreement and after its termination, without a time limit, to keep as a business secret all information they learn during the validation of this Agreement, as well as all the conditions contained in this Agreement.

The Contracting Parties and their employees and/or representatives shall not disclose such data either during the term of this Agreement or after its termination to any third party, nor shall they use such data in any other way. The Contracting Parties undertake to respect the confidentiality of this Agreement and refrain from disclosing any part of it to a third party, without prior written approval from the other contracting party. The Service Provider will use the received information regarding the Client's products, business or activities of the Client only for the successful performance of its contractual obligations and will act with the same level of care as it applies to guarding its own business secrets. All information (materialized in any way) shall be immediately returned to the Client upon the expiration or termination of this Agreement, or at any time upon the Client's request.

The provisions of this article shall apply to the universal legal successors of the contracting parties.



Odredbe ovog članka Ugovora se ne odnose na podatke koji su javni i dostupni temeljem Zakona o gospodarenju otpadom te drugim propisima koji uređuju gospodarenje otpadom te ostale podatke za koje nije propisana obveza čuvanja poslovne tajne.

### **Članak 12.**

Nakon prva 24 mjeseca, Ugovor se automatski produžuje na sljedeća 24 mjeseca ako niti jedna ugovorna strana ne obavijesti drugu stranu 30 dana prije isteka razdoblja od 24 mjeseca da ne namjerava produljiti Ugovor.

Svaka ugovorna strana može raskinuti ovaj ugovor s otkaznim rokom od 30 dana koji počinje teći od zadnjeg dana u mjesecu u kojem je drugoj strani dostavljen pisani otkaz.

Svaka ugovorna strana može raskinuti ovaj ugovor bez otkaznog roka u slučaju da druga ugovorna strana povrijedi odredbe ovog Ugovora, a ne ispravi povredu niti nakon što ju druga Ugovorna strana pozove da to učini.

Ukoliko Naručitelj raskine Ugovor u periodu od prva 24 mjeseca od potpisa Ugovora, dužan je, uz dospelje, a neplaćene iznose Godišnje naknade za ovlaštenog predstavnika, isplatiti Davatelju usluge i neplaćeni iznos Godišnje naknade za ovlaštenog predstavnika za preostalo razdoblje do isteka 24 mjeseca od dana stupanja na snagu ovog Ugovora prema tablici navedenoj u prilogu Ugovoru, u roku od 15 dana od dana raskida Ugovora.

Ukoliko dođe do raskida Ugovora, Naručitelj je dužan Davatelju usluge isplatiti Naknadu za gospodarenje za sve količine stavljene na tržište Republike Hrvatske i prijavljene Fondu u roku od 15 dana od raskida Ugovora uvećane za manipulativne troškove od 5%, prema članku 3. stavku 1., točki 3. ovog Ugovora, u roku od 15 dana od raskida Ugovora.

The provisions of this article of the Agreement do not apply to data that is public and available under the Waste Management Act and other regulations governing waste management and also do not apply to data for which is not prescribed the obligation to keep trade secret.

### **Article 12**

After the first 24 months, the Agreement is automatically extended for the next 24 months if neither party notifies the other party 30 days before the end of the 24-month period that it does not intend to extend the Agreement.

Either Party may terminate this Agreement with a notice period of 30 days starting from the last day of the month in which written notice is given to the other party.

Each Party may terminate this Agreement without notice in the event that the other Contracting Party violates the provisions of this Agreement and fails to remedy the breach even after the other Contracting Party invites it to do so.

If the Client terminates the Agreement within the period of the first 24 months from the signing of the Agreement, he is obliged, in addition to the due and unpaid amounts of Annual charge for the authorised representative, to pay the Service Provider the unpaid amount of Annual charge for the authorised representative for the remaining period until the end of 24 months from the date of entry into force of this Agreement according to the table specified in the Annex to the Agreement, within 15 days from the date of termination of the Agreement.

If the Agreement is terminated, the Client is obliged to pay the Service Provider the Management Fee for all quantities placed on the market of the Republic of Croatia and reported to the Fund within 15 days of the termination of the Agreement, plus manipulative costs of 5%, according to Article 3, Paragraph 1, point 3 of this Agreement within 15 days from the date of termination of the Agreement.

U slučaju otkaza ovog Ugovora stranke su dužne uredno izvršavati sve svoje obveze do isteka otkaznog roka.

Davatelj usluge će imati pravo raskinuti Ugovor s trenutnim učinkom, bez otkaznog roka:

a) ako Naručitelj prekrši bilo koju odredbu Ugovora i propusti otkloniti kršenje u roku od 7 dana od primitka pisane obavijesti/opomene o kršenju.

b) ako se protiv Naručitelja pokrene stečajni ili likvidacijski postupak ili bilo koji drugi postupak protiv Naručitelja u skladu sa zakonima o stečaju, insolventnosti ili sličnim zakonima;

c) ako se zakon promijeni na način da se pojedine ili sve aktivnosti iz ovog Ugovora zabrane ili ograniči njihovo izvršavanje ili ako se donese podzakonski propis s istim učinkom ili ako nadležno tijelo odluči ili uspostavi praksu u skladu s kojom se aktivnosti iz ovog Ugovora zabranjuju ili se ograničava njihovo izvršavanje.

### **Članak 13.**

Ugovorne strane suglasno utvrđuju da su u uzajamnom ugovornom odnosu tijekom kojeg svaka Ugovorna strana drugoj strani prenosi osobne podatke (u daljnjem tekstu: „osobni podaci“). Ovim Ugovorom reguliraju se takvi prijenosi osobnih podataka. Ugovorne strane obrađuju sljedeće osobne podatke kontakt osoba za provedbu ovog Ugovora: ime i prezime, adresu elektroničke pošte, telefonski broj i potpis.

Ugovorne strane suglasno utvrđuju da svaka strana neovisno određuje svrhe i načine obrade osobnih podataka, da niti jedna Ugovorna strana nije voditelj obrade osobnih podataka druge strane te da Ugovorne strane nisu zajednički izvršitelji obrade.

Ovime svaka Ugovorna strana jamči i suglasna je da se obrada osobnih podataka, uključujući prijenos bilo kojoj drugoj strani provodi i da će se, do trenutka prijenosa, provoditi u skladu s relevantnim i važećim odredbama (posebno odredbama o zaštiti osobnih podataka-Uredbe

In the event of cancellation of this Agreement, the parties are obliged to properly fulfill all their obligations until the expiration of the notice period.

The Service Provider will have the right to terminate the Agreement with immediate effect, without a notice period:

a) if the Client violates any provision of the Agreement and fails to remedy the violation within 7 days of receiving a written notification/reprimand about the violation.

b) if bankruptcy or liquidation proceedings or any other proceedings against the Client are initiated against the Client in accordance with the laws on bankruptcy, insolvency or similar laws;

c) if the law is changed in such a way that some or all of the activities from this Agreement are prohibited or their execution is limited, or if a bylaw with the same effect is passed, or if the competent authority decides or establishes a practice in accordance with which the activities from this Agreement are prohibited, or their execution is limited.

### **Article 13**

The Contracting Parties agree that they are in a mutual contractual relationship during which each contracting party transfers personal data to the other party (hereinafter: "personal data"). This Agreement regulates such transfers of personal data. The Contracting Parties process the following personal data of contact persons for the implementation of this Agreement: first and last name, e-mail address, telephone number and signature.

The Contracting Parties agree that each party independently determines the purposes and methods of personal data processing, that none of the Contracting Parties is the manager of the other party's personal data processing, and that the Contracting Parties are not joint processors.

Each Party hereby guarantees and agrees that the processing of personal data, including the transfer to any other party, is carried out and that, until the moment of transfer, it will be carried out in accordance with the relevant and valid provisions (in particular the provisions on the protection of personal data - Decree 2016/679 on the protection of

2016/679 o zaštiti pojedinaca u vezi s obradom osobnih podataka i o slobodnom kretanju takvih podataka te o stavljanju izvan snage Uredbe 95/46/EZ, u daljnjem tekstu: Opća uredba o zaštiti podataka i važećeg Zakona o provedbi Opće uredbe o zaštiti podataka).

Ovime svaka Ugovorna strana jamči i suglasna je da će osobne podatke obrađivati u skladu s relevantnim i važećim zakonskim odredbama (posebno zakonskim odredbama o zaštiti osobnih podataka). U tom kontekstu, svaka Ugovorna strana jamči i suglasna je posebno:

a. pridržavati se načela Opće uredbe o zaštiti osobnih podataka;

b. da je provela odgovarajuće tehničke i organizacijske mjere za osiguravanje odgovarajuće razine sigurnosti prava i sloboda subjekata čiji se osobni podaci obrađuju;

c. čuvati tajnost osobnih podataka, osim u slučaju zakonski dopuštenog razloga za otkrivanje ili prijenos takvih osobnih podataka;

d. osigurati da su se osobe ovlaštene za obradu osobnih podataka obvezale na povjerljivost ili imaju odgovarajuću statutarnu obvezu povjerljivosti;

e. da nema razloga vjerovati da je važećim zakonodavstvom onemogućeno ispunjavanje njezinih obveza koje proizlaze iz ugovornog odnosa s drugom stranom i ovim Ugovorom i da će u slučaju promjene zakona koja bi mogla štetno utjecati na ugovorni odnos i ovaj Ugovor, obavijestiti drugu stranu o takvoj promjeni.

Ugovorne strane suglasno utvrđuju da je svaka Ugovorna strana odgovorna za čuvanje ili brisanje osobnih podataka za svoje područje odgovornosti.

Ugovorne strane suglasno utvrđuju da je svaka Ugovorna strana suglasna da ako jedna strana drugu drži odgovornom za kršenje ovog Ugovora, potonja će, u mjeri u kojoj je odgovorna, obešteti drugu Ugovornu stranu za bilo kakav trošak, pristojbu, štetu, izdatak ili gubitak koji je pretrpjela.

individuals in connection with the processing of personal data and on the free movement of such data and on the repeal of Regulation 95/46/EC, hereinafter: the General Data Protection Regulation and the current Law on the Implementation of the General Data Protection Regulation).

Each Party hereby guarantees and agrees that it will process personal data in accordance with relevant and valid legal provisions (especially legal provisions on the protection of personal data). In this context, each Party guarantees and agrees in particular:

a. comply with the principles of the General Regulation on the Protection of Personal Data;

b. that it implemented appropriate technical and organizational measures to ensure an appropriate level of security of the rights and freedoms of subjects whose personal data is processed;

c. keep personal data confidential, except in the case of a legally permissible reason for the disclosure or transfer of such personal data;

d. ensure that the persons authorized to process personal data have committed to confidentiality or have a corresponding statutory obligation of confidentiality;

e. that there is no reason to believe that the current legislation prevents the fulfillment of its obligations arising from the contractual relationship with the other party and this Agreement and that in the event of a change in the law that could adversely affect the contractual relationship and this Agreement, it will notify the other party of such a change.

The Contracting Parties agree that each Party is responsible for the storage or deletion of personal data for its area of responsibility.

The Contracting Parties agree that each Party agrees that if one Party holds the other liable for a breach of this Agreement, the latter shall, to the extent it is liable, indemnify the other Party for any cost, fee, damage, expense or loss that is suffered.

#### **Članak 14.**

U ispunjenju ovog Ugovora, sve obavijesti, zahtjevi kao i druga korespondencija smatraju se pravno valjanim ako se šalju na adresu e-pošte navedene u ovom Ugovoru.

Dokument koji je primljen putem e-pošte smatra se jednakim izvorniku dokumenta.

Datum prijema smatra se danom kada stranka šalje poruku e-pošte na adresu e-pošte druge stranke navedene u ovom Ugovoru.

Svaka od stranaka može promijeniti adresu i/ili adresu e-pošte o čemu je dužna obavijestiti drugu stranu u roku od 3 kalendarska dana. Promjena adrese i/ili adrese e-pošte stupa na snagu u roku od 3 kalendarska dana nakon primitka obavijesti o takvoj promjeni.

Adresa e-pošte Davatelja usluge je: katarina.jerbic@interzero.hr.

Adresa e-pošte Naručitelja je:

#### **Članak 15.**

Ovaj Ugovor i svi u njemu navedeni prilozi predstavljaju cjelokupan sporazum ugovornih strana te zamjenjuje bilo koji prethodni sporazum, razumijevanje ili aranžman, bilo usmeni ili pisani, između Ugovornih strana u pogledu predmeta ovog Ugovora.

Ugovorne strane suglasno utvrđuju da su sve izmjene i dopune ovog Ugovora valjane samo ako su učinjene u pismenoj formi i potpisane od obje ugovorne strane.

Odredbe ovog Ugovora mogu se izmijeniti samo uz suglasnost obje Ugovorne strane. Izmjene moraju biti u pisanom obliku. Pozivanje Ugovornih strana na naknadne izmjene bilo koje od odredbi ovog pravnog posla neće proizvesti pravni učinak ukoliko izmjene nisu napravljene u naprijed navedenom obliku.

Ugovorne strane suglasno utvrđuju da i obavijest o raskidu ugovora mora biti u pisanom obliku.

#### **Article 14**

In fulfillment of this Agreement, all notices, requests as well as other correspondence are considered legally valid if sent to the email address specified in this Agreement.

A document received by e-mail is considered the same as the original document.

The date of receipt is considered the day when a party sends an e-mail message to the e-mail address of the other party specified in this Agreement.

Each of the parties may change their address and/or e-mail address, which they must notify the other party of within 3 calendar days. A change of address and/or e-mail address becomes effective within 3 calendar days after receiving notification of such change.

The e-mail address of the Service Provider is: katarina.jerbic@interzero.hr.

The Client's e-mail address is:

#### **Article 15**

This Agreement and all appendices herein constitute the entire agreement of the parties and supersedes any prior agreement, understanding or arrangement, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

The Contracting Parties agree that all amendments to this Agreement are valid only if they are made in writing and signed by both Contracting Parties.

The provisions of this Agreement may be amended only with the consent of both Contracting Parties. Changes must be in writing. Inviting the Contracting Parties to make subsequent changes to any of the provisions of this legal contract will not produce legal effect if the changes are not made in the above-mentioned form.

The Contracting Parties agree to that notice of termination of the Agreement shall be made in writing.

Ako bi bilo koja odredba ovog ugovora bila ništetna i/ili pobojna i/ili nevaljana i/ili neprovediva u bilo kojem pogledu, tada, u mjeri u kojoj je to važećim propisima dopušteno, takva ništetna i/ili pobojna i/ili nevaljana i/ili neprovediva odredba neće utjecati na valjanost ostalih odredbi ovog ugovora te na mjesto ništetne i/ili pobojne i/ili nevaljane i/ili neprovedive odredbe ovog ugovora u svrhu uklanjanja nedostataka stupit će valjana odnosno provediva zamjenska odredba koja odgovara volji Ugovornih strana i koja proizlazi iz ovog ugovora

Ovaj Ugovor sastavljen je na engleskom i hrvatskom jeziku, a u slučaju neslaganja prevladat će verzija na hrvatskom jeziku.

Mjerodavno pravo jest hrvatsko pravo i Ugovor će se tumačiti u skladu sa zakonima Republike Hrvatske. Ugovorne strane suglasne su da će sve eventualne sporove koji potječu iz Ugovora nastojati riješiti sporazumno, a u slučaju da u tome ne uspiju, ugovaraju nadležnost stvarno nadležnog suda u Zagrebu.

Ugovorne strane su pročitale ovaj Ugovor, razumjele njegov sadržaj kao i pravne učinke te isti u znak prihvata potpisuju.

Ovaj Ugovor sastavljen je u 2 (dva) primjerka od kojih svaka strana zadržava po 1 (jedan).

If any provision of this Agreement shall be void and/or voidable and/or invalid and/or unenforceable in any respect, then, to the extent permitted by applicable law, such void and/or voidable and/or invalid and/or unenforceable provision will not affect the validity of the other provisions of this contract, and in place of the void and/or voidable and/or invalid and/or unenforceable provision of this contract, for the purpose of removing the defects, a valid or enforceable replacement provision will be substituted that corresponds to the will of the Contracting Parties and that results from of this contract.

This Agreement is drawn up in English and Croatian, and in case of disagreement, the version in Croatian will prevail.

The applicable law is Croatian law and the Agreement will be interpreted in accordance with the laws of the Republic of Croatia. The Contracting Parties agree that they will try to resolve all possible disputes arising from the Agreement by agreement, and in the event that they fail to do so, they agree to the jurisdiction of the competent court in Zagreb.

The Contracting Parties have read this Agreement, understood its content as well as its legal effects and sign it as a sign of acceptance.

This Agreement is made in 2 (two) copies of which each Party retains 1 (one).

U Zagrebu, dana \_\_\_\_\_

In \_\_\_\_\_, on the day \_\_\_\_\_

za Davatelja usluge / for the Service Provider:

za Naručitelja / for the Client:

Interzero d.o.o.

\_\_\_\_\_  
direktor / Director  
Vanja Horvat

(žig/stamp)

\_\_\_\_\_  
prokurist / Proxy  
Tomislav Jordan

\_\_\_\_\_  
(žig/stamp)

**PROIZVOĐAČ SA SJEDIŠTEM IZVAN PODRUČJA RH / PRODUCER BASED OUTSIDE THE TERRITORY OF THE REPUBLIC OF CROATIA**

Naziv tvrtke / Company name: \_\_\_\_\_

Adresa / Address: \_\_\_\_\_

Pravni zastupnik / Legal representative: \_\_\_\_\_

Hrvatski PDV broj / Croatian VAT number: \_\_\_\_\_

(upisati ako je ishođen – nije obavezno / if obtained – not mandatory)

Izjavljujem da kao društvo koje na području Republike Hrvatske nema poslovno sjedište, prodajno mjesto ili distributivni centar, u svrhu ispunjenja obveze prijave podataka Fondu za zaštitu okoliša i energetske učinkovitost i obveze plaćanja naknade gospodarenja otpadom i povratne naknade, za proizvode od kojih nastaju posebne kategorije otpada koje su stavljene na tržište Republike Hrvatske direktno prodajom korisnicima (B2C) putem komunikacije na daljinu (Internet, telefon, telefaks, katalog i slično), bez zaprimanja i evidentiranja tih proizvoda u bilo kakvo prodajno mjesto na području RH, koristeći se poštom, kurirskom službom i sličnim dostavnim službama,

dajem

**PUNOMOĆ**

**ovlaštenom predstavniku u svrhu ispunjenja obveza u okviru proširene odgovornosti proizvođača u Republici Hrvatskoj**

kojom ovlašćujem trgovačko društvo **Interzero d.o.o., Ulica kneza Branimira 22, 10000 Zagreb, OIB: 79861389365, zastupano po osobama ovlaštenim za zastupanje VANJA HORVAT, direktor, OIB: 50857113797, MARTIN ULKE, direktor, OIB: 37342614450, TOMISLAV JORDAN, prokurist, OIB: 41691092658** da u svojstvu ovlaštenog predstavnika, u moje ime ispunjava obveze u okviru proširene odgovornosti proizvođača, a u skladu sa Zakonom o gospodarenju otpadom i drugim važećim podzakonskim propisima iz područja gospodarenja otpadom.

Ovlašteni predstavnik ovlašćuje se na zastupanje u upravnim i drugim postupcima iz područja gospodarenja posebnim kategorijama otpada pred Fondom za zaštitu okoliša i energetske učinkovitost i to u svrhu ispunjenja obveza proizvođača sukladno odredbama Zakona o gospodarenju otpadom i podzakonskim propisima koji reguliraju gospodarenje posebnim kategorijama otpada, a naročito u svrhu poduzimanja radnji koje se odnose na prijavu u Registar proizvođača/evidenciju Fonda, vođenja evidencije o uvezenim i/ili unesenim količinama proizvoda od kojih potječu posebne kategorije otpada, dostavu izvješća/obrazaca o uvezenoj i/ili unesenoj količini proizvoda od kojih nastaju posebne kategorije otpada u rokovima propisanim pravilnicima, zaprimanje rješenja kojim se utvrđuje obveza i visina plaćanja naknade gospodarenja i povratne naknade te plaćanje naknada u korist računa Fonda.

I hereby declare that as a company which does not have a business headquarters, sales location, or distribution center in the territory of the Republic of Croatia, for the purpose of fulfilling the obligation to report data to the Environmental Protection and Energy Efficiency Fund and the obligation to pay waste management fees and recycling charges, for products resulting in special categories of waste placed on the Croatian market through direct sales to customers (B2C) via remote communication (Internet, phone, fax, catalog, etc.), without receiving and recording these products at any sales location in Croatia, utilizing postal, courier services, and similar delivery services.

I grant

**POWER OF ATTORNEY**

**to the authorized representative for the purpose of fulfilling the obligations under the extended producer responsibility in the Republic of Croatia,**

whereby I authorize the company **Interzero d.o.o., Ulica kneza Branimira 22, 10000 Zagreb, PIN: 79861389365, represented by the authorized representative VANJA HORVAT, director, PIN: 50857113797, MARTIN ULKE, director, PIN: 37342614450, TOMISLAV JORDAN, proxy, PIN: 41691092658** as the authorized representative, to fulfill obligations on my behalf within the framework of extended producer responsibility, in accordance with the Waste Management Act and other applicable rules and legislation related to waste management.

The authorized representative is empowered to represent in administrative and other procedures pertaining to management of special waste categories before the Environmental Protection and Energy Efficiency Fund for the purpose of fulfilling the obligations of the producer in accordance with the provisions of the Waste Management Act and subordinate legislations governing the management of special waste categories, especially in undertaking actions related to registration in the Producer Register/Fund records, maintaining records of imported and/or introduced quantities of products from which special categories of waste originate, submitting reports/forms on the imported and/or introduced quantity of products from which special categories of waste arise within the deadlines prescribed by regulations, receiving decisions determining the obligation and amount of waste management fees and recycling charges, and the payment of fees to the account of the Fund.

(mjesto / place) \_\_\_\_\_,

(datum / date) \_\_\_\_\_

(potpis, pečat / signature, seal) \_\_\_\_\_

## Annex 2. Master data and registration data

Name of the company:	
Personal Identification number/VAT:	
Croatian VAT ID if obtained:	
Address:	
<i>street name:</i>	
<i>street number:</i>	
<i>postal code:</i>	
<i>city:</i>	
<i>country:</i>	
website address (if exists):	-
Responsible person - for contract:	
<i>name:</i>	
<i>function:</i>	
Contact person - for communication:	
<i>name:</i>	
<i>phone:</i>	-
<i>email:</i>	
Contract enter into force: (must be first of the month)	
Duration of the contract: (12 or 24 months)	
Invoice paying - the client or intermediary:	
<i>If an intermediary selected - intermediary data:</i>	
<i>* name:</i>	
<i>* address:</i>	
<i>* Personal identification number:</i>	
<i>* responsible person:</i>	
<i>* function of responsible person:</i>	
email for invoices:	-
e-mail address for official communication	

Estimated quantities / per year		
<b>Primary batteries and accumulators</b>		
Alkaline, Zinc oxide, Zinc-air (AlMn, Zn-C, Zn-air)		tonnes
Lithium (Li)		tonnes
Button (HgO, AgO, AlMn, Zn-air, Li)		tonnes
Other primary batteries		tonnes
<b>Secondary batteries and accumulators</b>		
Lithium-ion (Li-ion, Li-polymer)		tonnes
Nickel-metal hydride (NiMH)		tonnes
Nickel-cadmium (NiCd)		tonnes
Lead (Pb)		tonnes
Other secondary batteries		tonnes
<b>Estimated quantities / per year</b>		tonnes