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| **UGOVOR**  **O POSLOVNO TEHNIČKOJ SARADNJI** Zaključen dana \_\_\_\_\_\_\_\_\_\_\_\_\_ godine u Beogradu, između  1. **COFFEE COMPANY D.O.O.** Beograd, ul.Strumicka br.86/I,PIB 106638149 koga zastupa Dejan Nikolić, kao snabdevača (u daljem tekstu - snabdevač)   i   1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_,   **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, MB: \_\_\_\_\_\_\_\_\_, PIB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (u daljem tekstu - korisnik)  **Član 1.**  Na osnovu zajednički utvrđenih interesa ugovorne strane ovim Ugovorom uspostavljaju poslovnu saradnju koja se bazira na korišćenju aparata za kafu i isporuka kafe, u obostranom interesu.  **Član 2.**  Snabdevač je, u okviru svoje poslovne sposobnosti, uvoznik i distributer aparata za kafu i kafe za područje Srbije, a korisnik se bavi poslovima u okviru registrovanih delatnosti.  **Član 3.**  Ugovarači su se sporazumeli da snabdevač ustupi korisniku pravo korišćenja navedenih aprata za kafu:  -**modeli i količine aparata** :  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  -**ukupan broj aparata:** \_\_\_    Pod sledećim uslovima:  **obaveza kupovine kafe na mesečnom**  **nivou i to:**  **-minimum \_\_\_\_ kafe za aparat u trajanju od tri godine ili mesečni najam u iznosu od \_\_\_\_\_\_\_\_, u dinarskoj protivvrednosti po srednjem kursu NBS na dan ukoliko se ne poštuje količina kupovine kafe na mesečnom nivou.**  Praćenje potrošnje kafe ce se vršiti od strane Snabdevača na kvartalnom nivou.    **Član 4.**  Snabdevač je dužan da korisniku ustupi aparat opisan u članu 3. Ugovora u ispravnom stanju – u stanju da može poslužiti za svoju redovnu namenu i to u roku od jednog dana od dana potpisivanja ugovora.  **Član 5.**  Dopremanje i instaliranje aparata, odnosno stavljanje istog u stanje da je spreman za rad, vrši se o trošku snabedevača i to od strane za to osposobljenog osoblja servisne službe.  **Član 6.**  Snabdevač je obavezan da održava u ispravnom stanju aparat koji je ustupio na korišćenje, što podrazumeva periodično sevisiranje, kako u intervalima od 30 dana, tako i po zahtevu korisnika i to u roku od jednog dana od prijema zahteva.  **Član 7.**  Svi troškovi održavanj i servisiranja iz člana 6. Ugovora padaju na teret snabdevača.  **Član 8.**  Korisnik je obavezan da kao naknadu za ustupljeno pravo korišćenja aparata od strane snabdevača, kupuje isključivo od istog i to kafu po izboru:  - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Do promene cena kafe može doći usled izmena kursa evra ili USD, ili izmene cena na svetskom tržištu, odnosno promene cena uvoznika, ali isključivo uz prethodno dostavljanje pismenog obaveštenja korisniku o promeni cene kafe.  Plaćanje robe će se vršiti na osnovu ispostavljene fakture, jednom mesečno za sve izvršene isporuke, najkasnije do 5. (petog) u mesecu za protekli mesec, uplatom na jedan od tekućih računa:  - Banka Intesa: **160-441899-78**  **-** Unicredit banka: **170-30035393000-71**  **Član 9.**  Korisnik je obavezan da aparat koji mu je ustupljen na korišćenje upotrebljava sa pažnjom dobrog privrednika, u skladu sa njegovom namenom, tehničkim karakteristikama i uputstvima dobijenim od strane snabdevača.  **Član 10.**  Korisnik se obavezuje da snosi troškove koji mogu nastati kao posledica loma ili nestanka odnosno krađe aparata koji mu je ustupljen. Osnovna vrednost aparata\_\_\_\_\_\_\_\_\_\_\_\_ navedenog u članu 3.Ugovora iznosi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .  **Član 11.**  Korisnik je dužan da po isteku roka važenja ugovora, aparat koji mu je ustupljen vrati snabdevaču, u ispravnom stanju i to najkasnije 7 (sedam) dana od dana prestanka ugovora.  **Član 12**  Korisnik nema pravo da trećim licima ustupi aparat koji je dobio na korišćenje od strane snabdevača.  **Član 13.**  Korisnik ima pravo da u roku od 8 (osam) dana od dana prijema aparata, ukoliko primeti neki nedostatak na istom, pozove snabdevača koji je u obavezi da izvrši zamenu, odnosno ustupi drugi aparat na korišćenje.  **Član 14.**  Ovaj ugovor počinje da vazi od datuma kada ga potpišu obe ugovorne strane a zaključuje se na period od tri godine, sa mogućnošću njegovog produžetka na pismeni zahtev korisnika.    **Član 15.**  Ugovorne strane imaju pravo na jednostrani raskid ugovora.Otkazni rok bilo koje od ugovornih strana je mesec dana.  Snadbevač ima pravo  na raskid ugovora ukoliko korisnik ne koristi aparat shodno nameni, ukoliko je potrošnja kafe od strane korisnika manja od predvidjene u članu 3. Ugovora i ukoliko ustupi aparat na upotrebu trećim licima, kao i u slučaju pokretanja postupka stečaja ili likvidacije.  Korisnik ima pravo da raskine Ugovor ukoliko snabdevač ne ustupi aparate u predviđenom roku, niti se pridržava obaveza održavanja i servisiranja istih. Ukoliko korisnik otkaže Ugovor, dužan je da kao nadoknadu snadbevaču kupi aparat naveden u članu 3.Ugovora, u skladu sa cenama aparata navedenim u članu 10.Ugovora,i to u periodu trajanja otkaznog roka. U  slučaju prekoračenja tog roka obračunava se zakonska zatezna kamata.  **Član 16.**  Na sva pitanja koja nisu regulisana ovim ugovorom primenjivaće se odredbe Zakona o obligacionim odnosima.  **Član 17.**  Sve eventualne nesporazume ugovorne strane rešavaće mirnim putem, a u slučaju nemogućnosti, utvrđuje se nadležnost Privrednog suda u Beogradu.  **Član 18.**  Ovaj ugovor je sačinjen u četiri istovetna primerka, od kojih svaka ugovorna strana zadržava po dva primeraka. | **AGREEMENT**  **ON BUSINESS-TECHNICAL COOPERATION**  Entered into on \_\_\_\_\_\_\_\_\_\_\_\_(date) in Belgrade, between   1. **COFFEE COMPANY D.O.O.** Belgrade, 86/I Strumicka St., TIN 106638149 represented by Dejan Nikolić, as supplier (hereinafter – supplier)   and   1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**   **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, ID no: \_\_\_\_\_\_\_ , TIN: \_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter – user)  **Article 1**  In accordance with jointly defined interests, the parties hereby establish business cooperation based on usage of coffee machines and coffee delivery, in their mutual interest.  **Article 2**  The supplier, within its line of business, is importer and distributor of coffee machines and coffee for the territory of Serbia, and the user operates a business within its registered line of business.  **Article 3**  The contractors agreed that the supplier would give the user the right to use following coffee machines:  -**appliance models and quantity:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  -**total number of appliances:** \_\_\_\_  Under the following conditions:  **monthly obligation to buy specified quantities of coffee:**  **-minimum of \_\_\_\_ coffee in period of three years or monthly rent of \_\_\_\_\_\_**  **in Serbian dinar equivalent by exchange rate of National Bank of Serbia on the day of payment, if requested monthly amount of coffee is not ordered**  Monitoring of the coffee consumption will be performed by the Suppliers on a quarterly basis.  **Article 4**  The supplier is obliged to give for usage to the user the machine described in Article 3 hereof in good order – functioning for its regular purpose within a day of signing of this Agreement.  **Article 5**  Delivery and setting up of the machines, i.e. putting them in operations, shall be performed at the expense of the suppliers by qualified service staff.  **Article 6**  The supplier is obliged to maintain in good order the machines given for usage, which implies interim repairs, within intervals of 30 days and at the request of the user within one day of receipt of request.  **Article 7**  All costs of maintenance and repair from Article 6 hereof shall be borne by the supplier.  **Article 8**  The user is obliged, as a consideration for the right to use coffee machines assigned by the supplier, to buy exclusively from the supplier listed coffee of choice:  - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The change in prices of coffee may result from the change in EUR or USD exchange rate, price change in the world market with reference to change in prices by importers, but exclusively with prior written notice to the user on change of coffee price.  Payment of goods shall be made based on delivered invoices, once a month for all deliveries made, by no later than 5th (fifth) of each month for previous month, to the bank account number of choice:  -Banca Intesa **160-441899-78** or  **-**Unicredit banca **170-30035393000-71**  **Article 9**  The user is obliged to operate the coffee machine that has been given to him for usage with due diligence, in line with its purpose, technical features and instructions received from the supplier.  **Article 10**  The user undertakes to bear the costs that may result from break or loss and/or theft of the coffee machine that has been given for usage. The basic value of appliance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  listed in Article 3 of the Contract is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .  **Article 11**  The user is obliged upon expiry of term of this Agreement, to return to the supplier the coffee machine given for usage, in good order by no later than 7 (seven) days as of agreement termination.  **Article 12**  The user is not entitled to give the coffee machine delivered by the supplier for usage to any third party.  **Article 13**  The user is entitled within 8 (eight) days of receipt of a coffee machine, if a defect thereon is noticed, to call the supplier who is obliged to replace a non-functioning part and/or deliver another coffee machine for usage.  **Article 14**  This Agreement shall enter into force on the date on which it is signed by both parties and it is concluded for a term of three years, with the possibility of being renewed at the written request of the user.  **Article 15**  The parties hereto are entitled to unilateral agreement termination. The notice period of any of the contracting parties is one month.  The supplier is entitled to terminate this Contract if the user fails to use the coffee machine in line with its purpose, if the consumption of coffee by the user is less than envisaged in Article 3 hereof and if it gives the coffee machine for usage to a third party,  as well as in bankruptcy or liquidation proceedings.  The user is entitled to terminate this Agreement if the supplier fails to deliver the coffee machine for usage within specified term, or if it fails to observe the obligations of maintenance and repair of the appliances.  If the user terminates the Contract, the user has obligation to buy the appliance listed in Article 3 of the Contract as compensation to the supplier, by the prices of appliance specified in Article 10 of the Conract, during the notice period. In case of exceeding that deadline, the legal default interest will be calculated.  **Article 16**  The Law on Contracts and Torts shall be applied to all matters not regulated hereunder.  **Article 17**  Any misunderstanding that may arise hereunder shall be solved by the parties amicably, otherwise the Commercial Court in Belgrade shall have jurisdiction.  **Article 18**  This agreement is made in four counterparts; two counterparts for each party hereto. |

**ZA SNABDEVAČA/FOR SUPPLIER ZA KORISNIKA/FOR USER**

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Dejan Nikolić

Direktor/Director