



Ugovor

o proveri menadžment sistema sa mogućnošću
izdavanja sertifikata

for the auditing of the management system
including a possible positive certification

U skladu sa ISO 9001:2018, ISO 14001:2015,
ISO 45001:2018, ISO 27001:2022

In accordance with ISO ISO 9001:2018, ISO
14001:2015, ISO 45001:2018, ISO
27001:2022

Između Ugovornih strana:

Between Contracting parties:

1. INTERCERT DOO NOVI SAD, sa
sedištem na adresi Karađorđeva 38,
21000 Novi Sad, Republika Srbija,
matični broj: 20783435, čiji je zakonski
zastupnik Boris Glušica, direktor - u
daljem tekstu **Partner Sertifikacionog
tela** -

1. INTERCERT DOO NOVI SAD, with legal
address in Karađorđeva 38, 21000 Novi
Sad, Republic of Serbia, registration no:
20783435, represented by Boris Glušica,
general manager - as **Certification
Body's Partner** -

U kooperativno zaključenoj saradnji sa
Sertifikacionim telom **TÜV AUSTRIA
GMBH** sa sedištem na adresi
Deutschstraße 10, A-1230 Beč, Austrija
- u daljem tekstu **Sertifikaciono telo** -

In cooperation with the Certification Body
TÜV AUSTRIA GMBH with legal address
Deutschstraße 10, A-1230 Vienna,
Austria - as **Certification body** -

i

and

2. OTPADNE VODE D.O.O., Budva sa
sedištem na Omladinskih brigada bb,
85310 Budva, Crna Gora, PIB:
03304388 čiji je zakonski zastupnik
Svetlana Dragović, v.d. izvršne
direktorice- u daljem tekstu **Klijent** -

2. OTPADNE VODE D.O.O., Budva with
legal address in Omladinskih brigada
bb, 85310 Budva, Montenegro, VAT
03304388, represented by Svetlana
Dragović, Acting Executive Director
- as the **Client** -

0. Uvod

- (1) Provera je sistematična, nezavisna i dokumentovana procedura koju izvodi proveravač Partnera Sertifikacionog tela sa ciljem da se identifikuje činjenično stanje sistema Klijenta. Takve činjenice se zatim objektivno analiziraju i obrađuju kako bi se izvršila pravedna i objektivna procena sistema menadžmenta u svrhu sertifikacije.
- (2) Proveru vrši angažovano lice od strane Partnera Sertifikacionog tela i imenovano za proveravača od strane Sertifikacionog tela. Proveru može obavljati tim proveravača (vodeći proveravač i proveravači) ili jedan vodeći proveravač, zavisno od strukture Klijenta, koje je blagovremeno predloženo Klijentu od strane Partnera Sertifikacionog tela.
- (3) Sertifikacija je zvanična potvrda o usaglašenosti sistema menadžmenta Klijenta sa zahtevima standarda u vidu sertifikata koji se izdaju na osnovu odluke Sertifikacionog tela da sistem menadžmenta Klijenta zadovoljava sve kriterijume za sertifikaciju. Partner Sertifikacionog tela koristi pisane dokumente o izvršenoj proveri kao osnovu za sertifikaciju, i oni se dostavljaju Sertifikacionom telu. Sertifikaciju vrši Partner Sertifikacionog tela kao predstavnik Sertifikacionog tela.
- (4) Sertifikaciono telo prihvata nalaze i zaključke proveravača sa provere u svrhu sertifikacije.
- (5) Partner Sertifikacionog tela ima ovlašćenje da zaključi Ugovor sa Klijentom u ime Sertifikacionog tela i da odredi naknadu za usluge provera i sertifikacije.

0. Introduction

- (1) Audit is a systematic, independent, and documented procedure conducted by an auditor of the Certification Body's Partner with the aim of identifying the factual state of the Client's system. Such facts are then objectively analyzed and processed to perform a fair and impartial assessment of the management system for certification purposes.
- (2) The audit is conducted by an individual engaged by the Certification Body's Partner and appointed as an auditor by the Certification Body. The audit may be performed by a team of auditors (lead auditor and auditors) or a single lead auditor, depending on the Client's structure, that is timely proposed to the Client by the Certification Body's Partner.
- (3) Certification is the official confirmation of the Client's management system's compliance with the standards' requirements in the form of certificates issued, based on the Certification Body's decision that the Client's management system meets all certification criteria. The Certification Body's Partner uses written verification documents as the basis for certification, and they are submitted to the Certification Body. Certification is carried out by the Certification Body's Partner as a representative of the Certification Body.
- (4) The Certification Body accepts the findings and conclusions of auditors from the audit for certification purposes.
- (5) The Certification Body's Partner is authorized to enter into an Contract with the Client on behalf of the Certification Body and to determine the fees for audit and certification services.

1. Predmet Ugovora

- (1) Predmet ovog Ugovora je provera usaglašenosti sistema menadžmenta Klijenta sa zahtevima standarda, koju obavlja kompetentan proveravač Partner Sertifikacionog tela u vidu sertifikacione provere sa ciljem sertifikacije i dve nadzorne provere sa ciljem održavanja sertifikacije, kao i pravo upotrebe Znaka sertifikacije od strane Klijenta.

2. Uslovi i važenje Ugovora

- (1) Ovaj Ugovor se zaključuje na period od 3 (tri) godine i stupa na snagu danom njegovog potpisivanja od strane ovlašćenih lica obe Ugovorne strane, a završava se danom isteka roka validnosti sertifikata. Nakon isteka roka validnosti sertifikata, ugovorni odnos se može obnoviti potpisivanjem novog ugovora koji produžava ugovorni odnos za naredne tri godine, pod uslovom da Klijent i Partner Sertifikacionog tela postignu dogovor o visini naknade za naredni sertifikacioni ciklus od tri godine.
- (2) Ukoliko su rezultati provere sistema menadžmenta Klijenta pozitivni, Sertifikaciono telo će potvrditi pozitivnu odluku izdavanjem sertifikata o usaglašenosti, koji su validni 3 godine od datuma formalne odluke, pod uslovom održavanjem godišnjih nadzornih provera.
- (3) Strogi uslovi za održavanje validnosti sertifikata i ovlašćenja za upotrebu Znaka sertifikacije uključuju, između ostalog, dve godišnje nadzorne provere koje vrši proveravač (ove provere mogu da se obave najranije 3 meseca pre planiranog datuma godišnje nadzorne provere, odnosno najkasnije 2 meseca nakon planiranog datuma godišnje nadzorne provere u slučaju pozitivne odluke Sertifikacionog tela i važećeg ugovornog odnosa).
- (4) Ugovorni odnos Partner Sertifikacionog tela (u saradnji sa Sertifikacionim telom) završava istekom vremenski ograničenog

1. Object of the Contract

- (1) The object of this Contract is the assessment of the compliance of the Client's management system with standard requirements, conducted by a competent auditor of the Certification Body's Partner, in the form of a certification audit for the purpose of certification, as well as two surveillance audits for the purpose of maintaining certification, along with the right to use the Certification Mark by the Client.

2. Terms and Validity of the Contract

- (1) This Contract is concluded for a period of 3 (three) years and becomes effective on the day it is signed by the authorized persons of both Contracting Parties, and ends on the day the certificate's validity expires. After the expiration of the certificate's validity period, the contractual relationship may be renewed by signing a new contract that extends the contractual relationship for the next three years, provided that the Client and the Certification Body's Partner reach an agreement on the fee for the upcoming three-year certification cycle.
- (2) If the results of the Client's management system audit are positive, the Certification Body will confirm the positive decision by issuing a conformity certificate, valid for 3 years from the date of the formal decision, on the condition that annual surveillance audits are held.
- (3) Strict terms for maintaining the certificate's validity and the right to use the Certification Mark include, among other things, are two annual surveillance audits conducted by an auditor (these audits may be conducted no earlier than 3 months before the planned date of the audit or no later than 2 months after the planned date of the annual surveillance audit in the case of a positive decision by the Certification Body and a valid contractual relationship).
- (4) The contractual relationship of the Certification Body's Partner (in cooperation with the Certification Body) terminates upon the expiration of the time-limited

roka validnosti sertifikata ukoliko se ne postigne dogovor o visini naknade sertifikacije predviđene za naredni ciklus od tri godine sa Klijentom.

certificate validity period if an agreement on the certification fee for the upcoming three-year cycle is not reached with the Client.

- (5) Ovaj Ugovor se može raskinuti od strane Partner Sertifikacionog tela ili Klijenta, pod uslovom da je jedna ugovorna strana blagovremeno obavestila drugu o raskidu u pisanoj formi. Obaveštenje o raskidu bi trebalo biti dostavljeno dva meseca pre planiranog datuma nadzorne provere.

- (5) This Contract may be terminated by the Certification Body's Partner or the Client, under condition that one contracting party has duly notify the other in writing of the termination. The termination notice should be provided two months before the planned surveillance audit date.

3. Obaveze Partnera Sertifikacionog tela i Sertifikacionog tela

- (1) Partner Sertifikacionog tela vrši sertifikacionu proveru u skladu sa procedurama sertifikacije i šalje na uvid dokumente u vezi sa proverom sistema menadžmenta Sertifikacionom telu. Partner Sertifikacionog tela je u obavezi da obezbedi uslove realizacije godišnjih nadzornih provera neophodnih za održavanje validnosti sertifikata.

- (2) Partner Sertifikacionog tela prihvata obavezu da angažuje, a zatim Sertifikaciono telo da imenuje kompetentnog i kvalifikovanog proveravača ili tima proveravača za obavljanje sertifikacione provere, kao i godišnjih nadzornih provera. Klijent ima pravo da ne prihvati dodeljene proveravače uz prethodno pismeno obrazloženje sa navedenim opravdanim razlozima. Obrazloženje se mora poslati Partneru Sertifikacionog tela u pisanom obliku najmanje 2 nedelje pre planiranog datuma provere. Sertifikaciono telo će nakon toga ponovno razmotriti i odrediti koji će kompetentni i kvalifikovani proveravač ili tim proveravača izvršiti sertifikacionu proveru kod Klijenta, imajući u vidu interes Klijenta.

- (3) Odluku o tome da li će sistem menadžmenta Klijenta u postupku sertifikacije biti ocenjen kao pozitivan ili negativan donosi isključivo Partner Sertifikacionog tela u saradnji sa Sertifikacionim telom. Klijent nema pravo na pravni lek protiv ove odluku.

3. Obligations of the Certification Body's Partner and the Certification Body

- (1) The Certification Body's Partner conducts the certification audit in accordance with certification procedures and provides the Certification Body with documents related to the audit of the management system. The Certification Body's Partner is obligated to ensure the conditions for the performance of annual surveillance audits necessary for maintaining the certificate's validity.

- (2) The Certification Body's Partner undertakes the obligation to engage, and then the Certification Body to appoint, a competent and qualified auditor, or audit team, to perform the certification audit, as well as annual surveillance audits. The Client has the right to reject the assigned auditors with prior written justification specifying valid reasons. The justification must be submitted to the Certification Body's Partner in writing at least 2 weeks before the planned audit date. The Certification Body will subsequently review and determine which competent and qualified auditor, or audit team, will conduct the certification audit at the Client's site, taking into account the Client's interests.

- (3) The decision as to whether the Client's management system in the certification process will be assessed as positive or negative is solely made by the Certification Body's Partner in collaboration with the Certification Body. The Client has no right to a legal remedy against this decision.

- (4) If the audit results are unfavorable, the Client is provided with an extended period to

- (4) U slučaju negativnog rezultata provere, Klijentu se dodeljuje dodatni vremenski period za implementiranje korektivnih mera kojima bi se uklonile identifikovane neusaglašenosti, i mogućnost ponovne provere. Vodeći proveravač Partnera Sertifikacionog tela odlučiće o obimu neophodnih korektivnih mera. Klijent nema pravo na pravni lek protiv ove odluke. Ukoliko Klijent ne iskoristi zadat vremenski okvir za implementaciju korektivnih mera ili ukoliko se neusaglašenosti ne mogu otkloniti, rezultati provere i odluka o sertifikaciji će biti negativni.
- (5) U slučaju pozitivne odluke o sertifikaciji od strane Sertifikacionog tela po osnovu nalaza sa provere koju je Partner Sertifikacionog tela obavio i ocenio kao pozitivnu, Klijentu će biti izdat sertifikat. Nakon primanja sertifikata, Klijent stiče pravo da koristi Znak sertifikacije najkasnije do isteka ovog Ugovora, uz vršenje godišnjih nadzornih provera u drugoj i trećoj godini trogodišnjeg ciklusa u cilju održavanja sertifikacije.
- (6) Nakon pozitivne odluke o sertifikaciji, Sertifikaciono telo će postaviti Klijenta na spisak organizacija sa aktivnim sertifikatom na web sajtu (<http://www.tuev.at>), gde će biti naveden vremenski okvir validnosti sertifikata, odnosno vremenski period dok traje Ugovor, pod uslovom da Klijent postupa u skladu sa odredbama ovog Ugovora.
- (7) Partner Sertifikacionog tela je u obavezi da sve informacije dobijene od Klijenta u vezi sa njegovim poslovanjem tretira kao poslovnu tajnu. Partner Sertifikacionog tela ove informacije može da koristi isključivo za procenu sistema menadžmenta, u skladu sa predmetom ovog Ugovora i ne sme da ih kopira, distribuira, stavlja u pisani oblik trećim licima, osim u slučaju kada su u pitanju informacije sa svrhom prikrivanja krivičnog dela, prekoračenja ovlašćenja ili drugog nezakonitog akta ili postupanja. Klijent je u mogućnosti da svojom izričitom
- implement corrective actions addressing identified non-conformities and the opportunity for a re-audit. The Lead Auditor from the Certification Body's Partner will determine the extent of necessary corrective actions. The Client has no right to a legal remedy against this decision. If the Client does not make use of the allotted time for implementing corrective actions or if the non-conformities cannot be resolved, the audit results and the certification decision will be negative.
- (5) If the Certification Body makes a positive certification decision based on the audit findings conducted and assessed as positive by the Certification Body's Partner, a certificate will be issued to the Client. Upon receiving the certificate, the Client gains the right to use the Certification Mark until the contract expires, with the condition of undergoing annual surveillance audits in the second and third years of the three-year cycle to maintain certification.
- (6) After a positive certification decision, the Certification Body will list the Client as an organization with an active certificate on the website (<http://www.tuev.at>), where the certificate's validity period will be indicated, corresponding to the Contract's duration, on the condition that the Client complies with the provisions of this Contract.
- (7) The Certification Body's Partner is obliged to treat all information received from the Client regarding its business as confidential. The Certification Body's Partner may use this information solely for the evaluation of the management system, in accordance with the object of this Contract, and must not copy, distribute, or put it in written form for third parties, except in cases where the information is related to concealing a criminal offense, exceeding authority, or other unlawful act or conduct. The Client has the option to release the Certification Body's Partner from these obligations with their explicit written consent.
- (8) The Certification Body commits to issue a certificate in up to three languages, with one copy each (the official language of the country, English, and a third language of the

voljom u pisanom obliku oslobodi Partnera Sertifikacionog tela ovih obaveza.

- (8) Sertifikaciono telo preuzima obavezu da izda sertifikat na najviše tri jezika po jedan primerak (zvaničnom jeziku države, engleskom, po izboru trećem jeziku) nakon što se ispune svi uslovi za izdavanje sertifikata. Dodatni sertifikati na drugim jezicima i umnožavanje primeraka na već izabranim jezicima mogu biti izdati na zahtev Klijenta, uz dodatnu naknadu.

Client's choice), once all requirements for certificate issuance are met. Additional certificates in different languages and reproducing copies in the previously chosen languages can be provided upon the Client's request, subject to an additional fee.

4. Obaveze Klijenta

- (1) Klijent sa sedištem u Republici Srbiji je obavezan da Partneru Sertifikacionog tela vrši plaćanje po izdavanju računa u dinarskoj protivvrednosti na žiro račun obračunatom po gornjem kursu EVRA Narodne banke Srbije na dan uplate i uključuje bankarske troškove ino plaćanja za izvršenu uslugu procene sistema menadžmenta. Ostalim Klijentima biće izdata faktura u EVRIMA. Ukoliko fiksna ili jedinstvena cena ili neka druga osnova za naknadu nisu dogovorene, iznos naknade zavisice od ponude sastavljene na osnovu cenovnika i opštih uslova poslovanja Sertifikacionog tela koji predstavljaju integralni deo ponude (pod uslovom da nisu u suprotnosti sa odredbama ovog Ugovora). U pitanju su slučajevi kao kada proveravač identifikuje velike neusaglašenosti tokom provere te se javi potreba za dodatnom proverom za verifikaciju implementiranih korektivnih mera, odnosno kada Klijent promeni neke od registrovanih podataka.
- (2) Sve materijale, dokumenta i informacije neophodne Partneru Sertifikacionog tela i Sertifikacionom telu za obavljanje njihovih obaveza koje proističu iz ovog Ugovora je Klijent obavezan da stavlja na raspolaganje Partneru Sertifikacionog tela bez ovlašćenja da zahteva bilo kakvu

4. Client's Obligations

- (1) Clients with legal address in the Republic of Serbia shall be invoiced by the Certification Body's Partner in RSD equivalent calculated at the upper Euro rate of the National Bank of Serbia on the date of payment, including bank charges for foreign payments for the service of assessing the management system. All other clients shall be invoiced in Euro. In cases where a fixed or uniform fee or other compensation basis is not agreed upon, the amount of the fee will be determined based on an offer prepared according to the pricing list and the general terms and conditions of the Certification Body, which constitute an integral part of the offer (if they are not in conflict with the provisions of this Contract). These cases may appear when the auditor identifies significant non-conformities during the audit, leading to the need for additional verification of implemented corrective actions, or when the Client changes some of the registered data.
- (2) The Client is obligated to provide all materials, documents, and information necessary for the Certification Body's Partner and the Certification Body to fulfill their obligations according to this Contract. The Client must provide these without claiming any compensation for this service. This especially pertains to all documents related to the management system (manuals,

naknadu za ovu uslugu; ovo se naročito odnosi na sva dokumenta koja se odnose na menadžment sistem (poslovnik, procedure, zapisi, radna uputstva i pravilnici), kao i na druga dokumenta u vlasništvu Klijenta.

- (3) Klijent je obavezan da proveravačima obezbedi pristup relevantnim organizacionim jedinicama i svim traženim dokumentima u cilju uspešne provere.

- (4) Klijent će odrediti predstavnika menadžmenta koji će biti na raspolaganju proveravačima i omogućiti im nesmetan rad u prostorijama Klijenta.

- (5) Nakon izdavanja sertifikata, Klijent ima obavezu da blagovremeno uputi pismeno obaveštenje Partneru Sertifikacionog tela o svakoj značajnoj promeni registrovanih podataka koje mogu da imaju posledicu na sposobnost menadžment sistema da ispunjava zahteve za sertifikaciju. Takve izmene mogu da se odnose na: pravni ili komercijalni status, imovinu, internu organizaciju i menadžment (struktura zaposlenih); adresu i kontakt podatke o lokacijama; aktivnosti obuhvaćene obimom sertifikacije sistema menadžmenta, ili procesima sistema menadžmenta i drugi koji zahtevaju izdavanje novih modifikovanih sertifikata, uz dodatnu naknadu.

- (6) Klijent je u obavezi da beleži i arhivira sve primedbe na svoj menadžment sistem kao i predložene korektivne mere i da ih stavi na raspolaganje proveravaču u toku postupka provere zajedno sa svim relevantnim informacijama u vezi sa predmetom ovog Ugovora.

- (7) U slučaju raskida ovog Ugovora, prestanka validnosti sertifikata ili ukidanja prava korišćenja sertifikata, ili na zahtev Partnera Sertifikacionog tela ili na zahtev Sertifikacionog tela, Klijent je u obavezi da odmah vrati originalni sertifikat, kao i sve eventualne duplikate uz obavezu prestanka isticanja Znaka sertifikacije.

procedures, records, work instructions, and regulations), as well as other documents owned by the Client.

- (3) The Client is obliged to provide auditors with access to relevant organizational units and all requested documents for a successful audit.

- (4) The Client will appoint a management representative who will be available to the auditors and facilitate their work on the Client's premises.

- (5) After the issuance of the certificate, the Client is obliged to promptly provide written notice to the Certification Body's Partner of any significant changes in registered data that may affect the management system's ability to meet certification requirements. Such changes may relate to: legal or commercial status, assets, internal organization and management (employee structure); address and contact information for locations; activities covered by the scope of the management system certification, or management system processes and other changes that require the issuance of new or modified certificates, with an additional fee.

- (6) The Client is required to record and archive all complaints about its management system as well as proposed corrective actions and make them available to the auditor during the audit process, along with all relevant information related to this Contract.

- (7) In the event of the termination of this Contract, the expiration of the certificate's validity, or the revocation of the right to use the certificate, or at the request of the Certification Body's Partner or the Certification Body, the Client is obliged to immediately return the original certificate, as well as any duplicates, with the obligation to cease using the Certification Mark.

**5. Obim prava korišćenja Znak
sertifikacije**

- (1) Po prijemu sertifikata Klijent stiče pravo da koristi Znak sertifikacije u skladu sa pravilima za korišćenje Znak sertifikacije. Sertifikati ostaju u vlasništvu Sertifikacionog tela i nakon prijema sertifikata od strane Klijenta, dok Klijent stiče pravo korišćenja sertifikata i Znak sertifikacije danom njihovog prijema i prestaje danom isticanja roka validnosti sertifikata, odnosno najkasnije danom isteka ovog Ugovora.
- (2) Ovlašćenje za korišćenje Znak sertifikacije se odnosi samo na onaj deo područja delatnosti sertifikacije Klijenta koji je u direktnoj vezi sa imenom ili logotipom Klijenta. Korišćenje Znak sertifikacije u drugim Klijentovim područjima delatnosti ili zavisnim društvima Klijenta nije dozvoljeno. Utvrđivanje područja delatnosti u kome se Znak sertifikacije može koristiti izvršiće Partner Sertifikacionog tela u saradnji sa Sertifikacionim telom.
- (3) Klijent ne sme koristiti Znak sertifikacije u bilo koje druge poslovne svrhe osim u one koje se odnose na poslovnu promociju Klijenta odnosno na poslovnu korespondenciju Klijenta (pr. ponude, izveštaji, nalazi i dr., kao i na memorandumu, papiru za pisma, vizit-kartama, elektronskoj pošti, itd) ili u reklamne svrhe (pr. vozilima organizacije, veb stranici, reklamnim tendama, itd.).
- (4) Klijent je u obavezi da unapred obavesti Partnera Sertifikacionog tela o svakoj planiranoj upotrebi Znak sertifikacije i takvo obaveštenje mora da bude u pisanom obliku. U posebnim slučajevima postoji mogućnost dobijanja dozvole za korišćenje Znak sertifikacije za druga nepredviđena mesta.
- (5) Znak sertifikacije ne sme biti korišćen u bilo kom drugom obliku, osim onom koji je odredilo Sertifikaciono telo. S druge strane, može se modifikovati veličina u bilo kom obimu, pod uslovom da

**5. Scope of Certification Mark Usage
Rights**

- (1) Upon receiving the certificate, the Client acquires the right to use the Certification Mark in accordance with the rules for Certification Mark usage. The certificates remain the property of the Certification Body, and even after the Client's receipt of the certificates, the Client gains the right to use the certificates and the Certification Mark from the date of their receipt. This right ceases on the date of certificate validity expiration or, at the latest, upon the expiration of this Contract.
- (2) The authorization to use the Certification Mark applies only to the Client's scope of certification that is directly related to the Client's name or logo. Using the Certification Mark in other areas of the Client's business activities or subsidiary companies of the Client is not permitted. Determining the scope of activities in which the Certification Mark can be used will be conducted by the Partner Certification Body in collaboration with the Certification Body.
- (3) The Client shall not use the Certification Mark for any other commercial purposes except those related to the Client's business promotion or business correspondence (e.g. offers, reports, findings, etc., as well as on letterheads, business cards, email, etc.) or for advertising purposes (e.g. on organization vehicles, website, advertising banners, etc.).
- (4) The Client is obligated to inform the Partner Certification Body in advance about any planned use of the Certification Mark, and such notification must be in writing. In specific cases, there is the possibility of obtaining permission for the use of the Certification Mark for other unforeseen locations.
- (5) The Certification Mark must not be used in any form other than that specified by the Certification Body. However, it may be resized to any extent as long as the

proporcije Znaka sertifikacije ostanu nepromenjene. Znak sertifikacije mora biti lako čitljiv i jasno vidljiv.

proportions of the Certification Mark remain unchanged. The Certification Mark must be easily legible and clearly visible.

- (6) Znak sertifikacije ne sme biti korišćen pri obeležavanju pojedinačnih proizvoda ili ambalaža, niti sme na bilo koji način da sugerise da su sami proizvodi sertifikovani.

- (6) The Certification Mark shall not be used to label individual products or packaging, nor should it in any way imply that the products themselves are certified.

6. Ukidanje prava korišćenja Znaka sertifikacije

- (1) Klijentovo pravo korišćenja Znaka sertifikacije i samih sertifikata se prekida ukoliko:

- ✓ Klijent zloupotrebi sertifikat i/ili Znak sertifikacije i pogotovo ukoliko je prekršena neka odredba iz tačke 5 ovog Ugovora;
- ✓ Godišnje nadzorne provere u skladu sa tačkom 2 ovog Ugovora se ustanovi da je dalje zadržavanje sertifikata neopravdano, uz obavezu Partnera Sertifikacionog tela da dostavi pisano obrazloženje o tome;
- ✓ Godišnje nadzorne provere nisu blagovremeno sprovedene iz Klijentovih razloga koje je naveo kao opravdane a koje su procenili kao neprihvatljivi Partner Sertifikacionog tela nakon konsultacije sa Sertifikacionim telom.

- (2) Sertifikaciono telo ima pravo da povuče, poništi ili proglasi nevalidnim sertifikat – samostalno ili u saradnji sa Partnerom Sertifikacionog tela (uz blagovremeno obaveštenje) - u slučaju:

- ✓ Promenjenih okolnosti nastalih posle zaključenja Ugovora koje se nisu mogle predvideti u vreme zaključenja Ugovora;
- ✓ Ispunjenje obaveza za jednu ugovornu stranu postalo znatno otežano;
- ✓ Neizmirenih novčanih obaveza;
- ✓ Neispunjavanje zahteva sertifikovanih standarda;
- ✓ Neispunjavanje obaveza navedenih u pravilniku o upotrebi Znaka sertifikacije.

- (3) Sertifikaciono telo ima pravo da poništi suspenziju sertifikata i prava na korišćenje

6. Revocation of Certification Mark Usage Rights

- (1) The Client's right to use the Certification Mark and the certificates shall be terminated if:

- ✓ The Client abuses the certificate and/or the Certification Mark, particularly in cases of violating any provision in section 5 of this Contract;
- ✓ An annual surveillance audits in accordance with point 2 of this Contract establishes that further retention of the certificate is unjustified, with the obligation of the Partner of the Certification Body to submit a written explanation of this;
- ✓ Annual surveillance audits are not timely conducted for reasons attributed to the Client, which the Partner Certification Body deems unacceptable after consultation with the Certification Body.

- (2) The Certification Body has the right to withdraw, cancel, or declare a certificate as invalid, either independently or in collaboration with the Partner Certification Body (with timely notification) - in the case of:

- ✓ Changed circumstances that occurred after the conclusion of the Contract and could not have been foreseen at the time of the Contract's conclusion;
- ✓ Significantly increased difficulty in fulfilling obligations for one party;
- ✓ Unsettled financial obligations;
- ✓ Failure to meet the requirements of certified standards;
- ✓ Non-compliance with the obligations specified in the Certification Mark Usage Rules.

Znaka sertifikacije samostalno ili u saradnji sa Partnerom Sertifikacionog tela – pod uslovom da je Klijent implementirao korektivne mere i da su pomenute mere verifikovali i pozitivno ocenili proveravači Partnera Sertifikacionog tela.

(3) The Certification Body has the right to independently or in collaboration with the Partner Certification Body cancel the suspension of the certificate and the rights to use the Certification Mark, provided that the Client has implemented corrective measures and these measures have been verified and positively evaluated by the auditors of the Partner Certification Body..

7. Prevremani raskid ugovora

- (1) Ovaj Ugovor mogu da raskinu obe ugovorne strane uz obostranu saglasnost u bilo kom trenutku, uz pismeno obrazloženje sa navođenjem opravdanih razloga.
- (2) Partner Sertifikacionog tela ili Sertifikaciono telo smatra da je raskid ovog Ugovora opravdan ukoliko:
- ✓ Klijent prekrši ugovorne obaveze navedene u ovom Ugovoru;
 - ✓ Stečajni postupak je pokrenut nad imovinom Klijenta;
 - ✓ Naknada nije isplaćena u rokovima koji su definisani ovim Ugovorom;
- (3) Klijent ima pravo da raskine ovaj Ugovor pogotovo u slučaju da je:
- ✓ Partner Sertifikacionog tela ili Sertifikaciono telo zloupotrebilo informacije o poslovanju Klijenta kojima je imao odobren pristup;
 - ✓ Partner Sertifikacionog tela ili Sertifikaciono telo prekrši ugovorne obaveze navedene u ovom Ugovoru.

7. Early Termination of the Contract

- (1) This Contract may be terminated by both contracting parties at any time with mutual consent, provided there is a written explanation with valid reasons presented.
- (2) The Certification Body's Partner or Certification Body deems the termination of this Contract justified if:
- ✓ The Client breaches the contractual obligations specified in this Contract.
 - ✓ Bankruptcy proceedings are initiated against the Client's assets.
 - ✓ Payments are not made within the deadlines defined in this Contract.
- (3) The Client has the right to terminate this Contract, particularly if:
- ✓ The Certification Body's Partner or Certification Body abuses the business information to which they had authorized access.
 - ✓ The Certification Body's Partner or Certification Body breaches the contractual obligations stated in this Contract.

8. Forma Ugovora, Nadležnost suda,

Merodavno pravo

- (1) Sve izmene i dopune Ugovora moraju biti učinjene u pisanom obliku i potpisane od strane Ugovornih strana.
- (2) Za slučaj da za neke od odredbi Ugovora nadležni sud utvrdi da su ništave, ostale odredbe Ugovora ostaju na snazi. U vezi sa ništavim odredbama, smatraće se da su sve ugovorne strane saglasne da se primene odgovarajuće odredbe koje nisu ništave a najbliže definišu konkretno prethodno utvrđenu ništavu odredbu.
- (3) Sve usmene izmene i dopune Ugovora, kao i svi usmeni sporazumi van ovog Ugovora su ništavi.
- (4) Ugovor je sastavljen i sporovešće se u skladu sa propisima Republike Srbije.
- (5) Na sva pitanja koja nisu uređena Ugovorom, primenjivaće se odredbe zakona kojima se uređuju obligacioni odnosi.
- (6) Ugovorne strane su saglasne da će sve eventualne sporove nastale povodom Ugovora rešavati sporazumno, ukoliko to ne bude moguće ugovorne strane su saglasne da je nadležanost suda u Novom Sadu. Propisi Zakona Srbije primenjivaće se na ovaj Ugovor bez izuzetka.

9. Ostale odredbe

- (1) Naknada za izvršene usluge resertifikacija ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 i sertifikacije ISO 27001:2022 u toku ciklusa od tri (3) godine iznosi:
 1. Sertifikaciona provera (prva godina ciklusa): 2900 EVRA, bez PDV
 2. Prva nadzorna provera (druga godina ciklusa): 1350 EVRA, bez PDV
 3. Druga nadzorna provera (treća godina ciklusa): 1350 EVRA, bez PDV
- Usklađivanje putnih troškova, troškova smeštaja i obrade sertifikacije u iznosu od 600 EVRA nisu

8. Contract Form, Court Jurisdiction,

Applicable Law

- (1) All amendments and modifications to the Contract must be made in writing and signed by the contracting parties.
- (2) In the case that a competent court determines some of the contract provisions to be void, the remaining provisions of the contract shall remain in force. Regarding void provisions, it shall be considered that all contracting parties agree to apply the relevant provisions that are not void and most closely define the specific previously determined void provision.
- (3) All oral amendments and modifications to the Contract, as well as all oral agreements outside of this Contract, shall be null and void.
- (4) The Contract is drafted and shall be governed by the laws of the Republic of Serbia.
- (5) For all matters not regulated by the Contract, the provisions of laws governing contractual relationships shall be applicable.
- (6) The contracting parties agree to resolve amicably any disputes arising from the Contract, and if an amicable resolution is not possible, the contracting parties agree that the court in Novi Sad shall have jurisdiction. The laws of Serbia shall be universally applicable to this Contract.

9. Other Provisions

- (1) The fee for the recertification ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 and certification ISO 27001:2022 services during the three (3) year cycle is as follows:
 1. Certification audit (first year of the cycle): 2900 EUR, excluding VAT
 2. First surveillance audit (second year of the cycle): 1350 EUR, excluding VAT
 3. Second surveillance audit (third year of the cycle): 1350 EUR, excluding VAT
- Travel and accommodation expenses, as well as certification processing, amounting to 600 EUR,

uključeni u gore navedenu naknadu na godišnjem nivou.

are not included in the annual fees mentioned above.

(2) Svaki zahtev Klijenta za naknadnu izmenu i štampu sertifikata (u slučajevima: izmena ličnog podatka, područja delatnosti i slično) je moguć za dodatno ugovorenu naknadu uz dodatne troškove koje, takođe, snosi Klijent.

(2) Any Client request for subsequent modification and issuance of certificates (in cases of personal data changes, changes in the scope of activities, etc.) is possible for an additional agreed fee with additional costs, which are also borne by the Client.

(3) Opšti uslovi poslovanja Partner Sertifikacionog tela i Sertifikacionog tela mogu se primeniti ukoliko nisu u suprotnosti sa odredbama ovog Ugovora.

(3) The general terms and conditions of the Partner Certification Body and the Certification Body may apply if they do not contradict the provisions of this Contract.

(4) Ovaj Ugovor je sačinjen u 2 (dva) istovetna primerka od kojih 1(jedan) primerak zadržava Klijent, i 1 (jedan) zadržava Partner Sertifikacionog tela.

(4) This Contract is made in two (2) identical copies, one (1) of which shall be held by the Client, and one (1) by the Partner Certification Body.

Zaključen u Novom Sadu

Concluded in Novom Sadu

dana 13.10.2025.

dated 13.10.2025.



Boris Glušica, direktor
INTERCERT D.O.O.,
NOVI SAD

partner
TUV AUSTRIA GMBH



Svetlana Dragović, v.d. izvršne
direktorice
OTPADNE VODE D.O.O., Budva

