

## **Contract for electrical and electronic equipment and batteries and accumulators waste management and the financing of the management**

Name	MTÜ EES-Ringlus (PRO) and _____(Producer)
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Have entered into this contract on \_\_\_\_\_ in 20.... as follows:

### **1. Obligations of the Producer**

**1.1.** The Producer is obliged to the following:

**1.1.1.** submit the internet-based data management portal of PRO by the 20<sup>th</sup> (twentieth) date of every month a declaration on the quantities of electrical and electronic equipment (hereinafter as the **EEE**) and/or of batteries and accumulators for the previous calendar month (hereinafter jointly as **the products of concern**) according to the declaration form which is **Annex No. 2** to this contract;

**1.1.2.** submit a declaration mentioned in article 1.1.1 on longer periods, on written demand by PRO;

**1.1.3.** Allow an auditor assigned by PRO inspect the authenticity of data submitted to PRO, on written demand by PRO;

**1.1.4.** Pay PRO the fee for organizing the handling of waste resulting from the EEE (hereinafter **WEEE**) placed on the market before 13 August 2005 and collected in the PRO collection network according to the procedure established by PRO;

**1.1.5.** Pay PRO the fee for organizing the handling of the Producer's WEEE marketed after 13 August 2005 and collected in the PRO collection network for equipment of respective category according to the procedure established by PRO;

**1.1.6.** Pay PRO the fee for organizing the handling of waste resulting from batteries and accumulators collected in the PRO collection network according to the procedure established by PRO;

**1.1.7.** Pay PRO on its demand fine for delay 0.1 % (zero point one per cent) from the due amount for every calendar day of delayed payment;

**1.1.8.** Examine the invoices submitted to the Producer by PRO and present its objections to the invoices in a format which can be reproduced in writing at the latest within three months after the receipt of an invoice. PRO may reject the objections which have been presented in breach of the specified term or formal requirement;

**1.1.9.** Pay PRO on its demand contractual penalty up to 650 euros in case of not submitting in due time the required data mentioned in article 1.1.1. and contractual penalty up to 3200 euros for intentional submission of false data in the declarations;

**1.1.10.** Assure PRO the compliance of products of concern declared in the framework of Article 1.1.1 with the requirements provided for in legislation for ingredients and submit PRO

other information and confirmations related to the products of concern the obligation for the submission of which arises from current legislation.

**1.2.** The Producer shall be excused from the obligation to submit the declarations to the PRO, if the Producer has entered into an agreement with an entrepreneur who is a primary marketer in the European Union of the EEE that are put on market in Estonia by the Producer (hereinafter **Manufacturer**) and according to this agreement:

- a) the Manufacturer submits itself the declarations containing respective data; or
- b) the Manufacturer has registered itself or some other producer responsibility organization in the National Register for Products of Concern (PROTO) and submits respective data to the PROTO.

**1.3.** The Producer shall be excused from the obligation to pay the handling fees provided for in Articles 1.1.4 up to 1.1.6, if the Manufacturer pays these fees, also in the case when the handling of waste of the products of concern for which the Manufacturer is responsible is organized by a Manufacturer who is registered in the PROTO or some other producer responsibility organization.

**1.4.** The fees for organizing the handling provided for in Articles 1.1.4 up to 1.1.6 shall contain in addition to direct costs for organizing the handling also other costs which are related to the performance of PRO's obligations provided for in Article 2, including the PRO's administration costs to the extent which are not covered out of membership fees.

## **2. Obligations of PRO:**

**2.1.** PRO is obliged to the following:

**2.1.1.** operate under the terms which are as beneficial to the Producers as possible the collection network of WEEE and the waste resulting from batteries and accumulators through which it would be possible for the Producer to perform the obligations related to the handling of waste of products of concern arising from legislation, such as

- the collection of waste of products of concern and sending for treatment;
- funding of the transactions related to the handling of waste of products of concern;
- achieving the target rates of recovery and recycling;
- forwarding the State the information subject to registration in PROTO.

**2.1.2.** to send the waste of products of concern collected in the collection network to producers for handling under as favourable as possible conditions;

**2.1.3.** to ensure that the WEEE and the waste batteries and accumulators which have been placed on the market by the Producer and collected in the framework of the PRO handling system and would not be handled by ignoring the special conditions (Article 2.3) established by the Producer;

**2.1.4.** to represent the producers' joint interests before local governments, state authorities and in case of need third parties in matters concerning the obligations which have arisen in connections with products of concern;

**2.1.5.** to pay the Producer a fee for organizing the handling waste of products of concern collected in the PRO collection network in an analogical manner as provided for in Articles 1.1.4 up to 1.1.6, if the Producer has to be paid for organizing their handling pursuant to the procedure established by PRO;

**2.1.6.** not disclose the information submitted to PRO by the Producer or the Manufacturer pursuant to Articles 1.1.1 and 1.1.2, as well as the information received in accordance with Article 1.3 to third parties without the Producer's written consent or the basis arising from the law, the statutes of PRO or this contract and annexes thereto. The Producer authorizes PRO to

forward the information in question to state authorities which task is to collect or process the relevant information or to forward it to the European Commission;

**2.1.7.** to organize national information campaigns aimed at consumers in the scope and manner provided for in legislation.

**2.2.** The Producer authorizes PRO in order to perform all operations, hold negotiations and conclude contracts which are related to the performance of tasks referred to in Article 2.1. The Producer, as a member of PRO, can direct PRO in the performance of the above-mentioned activities through the participation in the work of the bodies of PRO.

**2.3.** If the Producer wants PRO to comply with certain special conditions in organizing the collection or handling of the WEEE resulting from its products (e.g. collection separately from all other WEEE, prescription of certain manners or places of handling), these special conditions shall be executed as an annex to the PRO service contract. Additional costs related to the performance of special conditions will be added to the service charge subject to payment by the Producer and the received income is subtracted from the service charge. PRO is not obligated to perform the special conditions before the parties have agreed upon the amount of cost or income related to special conditions.

### **3. Entry into force and term of validity of the contract**

**3.1.** The contract enters into force upon signing by the representatives of both parties and shall be in force until the end of next calendar year. If neither party to the contract informs the other party of the wish to amend or terminate the contract in writing at least 6 (six) months before the arrival of the term of the contract, the contract shall extend by 2 (two) years upon the arrival of the term. The same procedure for extension of the contract shall apply upon the arrival of the term every time.

**3.2.** The contract shall end automatically when:

- a) The membership of the Producer in PRO is over;
- b) The bankruptcy of the Producer is declared.

### **4. Annexes to the contract**

**4.1.** The following annexes form an integral part to the contract (valid version is available at the homepage of MTÜ EES-Ringlus: <http://eesringlus.ee/en/organisation/affiliation/>):

- Annex 1: The list of categories of EEE covered with that contract and collected and directed into recycling by the take-back system
- Annex 2: Declaration form for products of concern
- Annex 3: Procedure for using the PRO insignia
- Annex 4: Form for marking the Producer's category

**4.2.** Annexes to the contract shall be enforced and amended unilaterally by PRO in accordance with the statutes of PRO. Upon amendment of the annexes, PRO shall notify thereof the Manufacturer in good time, so that latter could bring its operation into conformity with the requirements arising from the amended annex(es) in a timely manner.

**4.3.** Annexes to the contract may be used to supplement the contract but not to amend the contract. In the event of conflict between the contract and its annexes, the contract shall apply.

**4.4.** As an exception to the provisions of Article 4.3, if the legal provisions regulating the handling of waste of products of concern or funding of this handling change or official interpretation assigned to these legal provisions changes during the term of validity of the contract, PRO shall have the right to enforce annexes to the contract which are in conflict with the contract to reflect the change in question. If such a change is introduced, the Producer has the right to cancel the contract with an advance notice of 3 (three) months.

## **5. Miscellaneous provisions**

**5.1.** The Producer has the right to use the PRO's insignia pursuant to the rules provided for in Annex 3 to the service contract.

**5.2.** If one party materially violates the Contract and has not put an end to the violation and remedied the violation at the latest within 1 (one) month from the receipt of corresponding written notice from the other party, the other party has the right to terminate the Contract without an advance notice. The use of the right to terminate the Contract shall not preclude the use of any other legal remedies arising from the Contract or law (incl. the use of fines for delay or contractual penalties) by the injured party.

**5.3.** The parties strive to resolve the disputes arising from the contract by negotiations, if this fails, the parties shall recourse to the Harju County Court in order to resolve the dispute.

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MTÜ EES-Ringlus

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Producer