

CONTRACT NO.

on the takeover and fulfilment of the economic operator's obligation to ensure recycling of packaging waste (hereinafter the Contract)

concluded in _____ on _____ by and between:

_____ with its registered office
in: _____,
entered to the National Court Register, tax identification number _____,
National Economy Statistical Number _____,
represented by _____

hereinafter referred to as the "Entrepreneur",

and

INTERZERO Organizacja Odzysku Sprzętu Elektrycznego i Elektronicznego S.A. with
registered office in Cracov (post code: 31-545), ul. Mogilska 65, entered in the register of
entrepreneurs of the National Court Register by the District Court for the Capital City of
Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the KRS
number 0000925732 Tax Identification Number (NIP): 9512530326, REGON (National
Business Registry No.): 520530764, BDO (WASTE DATABASE) NO.: 000552505, share
capital: PLN 5,000,000, represented by:

–Paweł Lesiak – President of the Management Board,

hereinafter referred to as the "Organisation",

§ 1

REPRESENTATIONS OF THE PARTIES

1. The Parties mutually represent that the Contract was concluded under the Packaging and Packaging Waste Management Act of 13 June 2013 (Journal of Laws of 2023, item 1658, as amended), hereinafter the "Act".
2. The Organisation represents that it meets all legal requirements imposed by the provisions of the Act and is licensed to take over the Economic Operator's obligation to ensure recycling of packaging waste as well as has necessary knowledge, experience and economic and organisational resources to ensure due performance of the provisions of the Contract.
3. The Economic Operator represents that it places on the Polish market products in packaging, whose type and weight is specified in the list attached as Schedule no. 1 to

the Contract and has the obligation to ensure recycling of packaging waste set out in Article 17 sec. 1 of the Act.

4. The Economic Operator represents that pursuant to Article 22 of the Act, it keeps records covering the information on the weight of particular types of the packaging brought together with products into the territory of Poland and that the data contained in such records are accurate and provided to the Organisation as such.
5. The Economic Operator represents that during the term hereof, it is not bound by any contract with another recovery organisation and declares that it will not enter into any such contract with another recovery organisation during the term hereof.
6. The Parties to the Contract mutually represent that they have the authority to enter into the Contract and there exist no impediments to the execution hereof.

§ 2

SUBJECT MATTER OF THE CONTRACT

1. The subject matter of the Contract shall be the takeover by the Organisation of the Economic Operator's obligation to ensure recycling of packaging waste under Article 17 sec. 2 of the Act and based on the list including the information on the weight of particular types of packaging, attached as Schedule no. 1 to the Contract, subject to the provisions of sec. 2 of this paragraph.
2. As regards the Economic Operator which commenced to place products in packaging on the market for the first time in a particular calendar year, the admissible deviations of particular weights of products in packaging entered in the list attached as Schedule no. 1 to the Contract from the actual weights of products in packaging specified by the Economic Operator in accordance with § 3 sec. 3 of the Contract cannot exceed 10%. If the admissible deviation of the weights of products in packaging set out under this section is exceeded, the Organisation shall be entitled to rescind the Contract effective as of 31 (in words: the thirty first) December of the year preceding the year, in which the statement on the Contract rescission was submitted. The time limit for the exercise of the contractual rescission right referred to in the previous sentence shall be 3 (in words: three) months commencing on the date of the event giving rise to the exercise of the contractual rescission right.
3. The Organisation shall assume the obligation set out in sec. 1 of this paragraph and undertakes to perform it for and on behalf of the Economic Operator by way of:
 - a) collection of packaging waste,
 - b) recycling of packaging waste,
 - c) preparation for the Economic Operator and submission to the competent governmental authority of the annual report in the format and form and within the time limit set out in the provisions of law applicable in a particular year,
 - d) annual reporting to the Economic Operator, in electronic or hard copy form, on compliance with the obligations set out in the Contract.
4. The Organisation may engage third parties to perform particular activities related to collection, recovery and recycling of packaging waste.

5. If the Organisation fails to fulfil the obligation to ensure recycling of packaging waste taken over from the Economic Operator, all legal and financial consequences, including payment of the product fee to the competent governmental authority, shall be incurred solely by the Organisation.
6. The Organisation shall not be liable for any incomplete or inaccurate data provided by the Economic Operator and necessary for due performance of the Contract provisions, and with respect to the types or weights of the packaging not covered by the Contract and not specified in the annual report referred to in § 3 of the Contract, the obligation to ensure recycling shall be borne solely by the Economic Operator and to no extent shall be borne by the Organisation.
7. The Organisation shall take over from the Economic Operator the obligation to hold public education campaigns referred to in Article 19 sections 1 and 2 of the Contract, on the basis of a separate engagement executed by both Parties and attached as Schedule no. 2 to the Contract.

§ 3

ECONOMIC OPERATOR'S REPORTING

1. The Economic Operator's obligation to ensure recycling of packaging waste taken over by the Organisation shall be fulfilled based on and under the annual reports submitted by the Economic Operator and including information on the weight of particular types of packaging placed on the market in the previous calendar year, subject to § 2 sections 1 and 2 of the Contract and provisions of sec. 2 of this paragraph.
2. By 31 (in words: the thirty first) October each calendar year of the term of the Contract, the Economic Operator may notify the Organisation of new types of packaging, which were not placed on the market by the Economic Operator in the previous calendar year before a new type of packaging was placed on the market. In the case described in the previous sentence, the Organisation is entitled to refuse to take over the Economic Operator's obligations referred to in sec. 1 of this paragraph within 14 (in words: fourteen) days commencing on the date of notification of the new type of packaging, in electronic form (e-mail). The provisions of § 2 sec. 5 of the Contract shall apply accordingly, presuming that the above mentioned types of packaging were not covered by the Contract or specified in the annual report. For the avoidance of any doubt, the Parties assume that if the Organisation does not respond to the Economic Operator's notification regarding new types of packaging, the Organisation shall take over the Economic Operator's obligations on this account, specified in previous sentences, provided that the Organisation shall make settlements in accordance with the provisions of the Contract and the prices applicable in a particular calendar year.
3. The Economic Operator undertakes to submit the annual report to the Organisation within 15 days (in words: fifteen) days from the end of the calendar year by sending a form with the use of "Moje Interzero" software referred to in § 5 of the Contract or to the following e-mail address: sprawozdania@interzero.pl.

4. If the annual report is not submitted to the Organisation, the Organisation shall assume, to account for the Economic Operator's obligation, the latest data declared by the Economic Operator.
5. It is possible to correct the annual report for the year preceding the year of the Contract term upon notice to the Organisation and prior agreement with the Organisation at least in electronic form (e-mail), otherwise such correction shall be deemed null and void.
6. If the Economic Operator entirely ceases to place packaging on the market, the Economic Operator shall notify the Organisation thereof not later than 30 (in words: thirty) days from the discontinuation of placing packaging on the market. If the Economic Operator fails to notify the Organisation as referred to in the previous sentence, the Economic Operator undertakes to pay to the Organisation the fee set out in § 4 of the Contract.
7. The Economic Operator shall appoint the following person as the contact person for the Organisation: Nina Podgoršek; telephone number: +38640595166, e-mail address: nina.podgorsek@eurel.si.

§ 4

THE ORGANISATION'S FEE

1. In consideration for performance of the Contract, the Economic Operator undertakes to pay to the Organisation the fee calculated as the product of the weight of the packaging placed on the market and specified in Schedule no. 1 to the Contract, the recycling level set out for a particular year in the Act and the rate of the Organisation's fee set out in Schedule no. 1 to the Contract. The minimum amount of the fee for the takeover of the statutory obligation to recycle packaging waste shall be set out in Schedule no. 1 to the Contract. The fee shall be payable in the settlement periods specified in detail in Schedule no. 1 to the Contract.
2. The fee referred to in sec. 1 of this paragraph shall be paid on the basis of a VAT invoice issued by the Organisation and payable by wire transfer to the bank account provided in the invoice within the time limit set out in Schedule no. 1 to the Contract, commencing on the invoice issuance date.
3. The fee shall be increased by the goods and services tax (VAT) at the applicable rate set out in the current legislation.
4. The Organisation shall be entitled to charge the Economic Operator with interest for late payment of the fee, in accordance with the currently applicable laws.
5. The Economic Operator agrees to the sending of invoices issued by the Organisation by electronic means in accordance with applicable laws, in a PDF format and in relation to performance of the Contract. Corrective invoices and duplicate invoices shall also be sent by electronic means, in a PDF format.
6. The Organisation represents that invoices, corrective invoices and duplicate invoices shall be sent from the following e-mail address: faktury@interzero.pl
7. The Economic Operator represents that the e-mail address appropriate for sending invoices shall be:

8. If the Economic Operator does not specify the e-mail address appropriate for sending invoices by electronic means and referred to in sec. 7 of this paragraph, the Organisation shall consider the e-mail address provided in § 3 sec. 7 of the Contract as the e-mail address appropriate for sending invoices by electronic means.
9. The Parties to the Contract agree that the Organisation may notify the Economic Operator in writing of any change to the recycling fee rates not less than 1 (in words: one) month prior to the start of the next quarter, in which such rates will apply.
10. The Economic Operator may submit to the Organisation a written statement on its refusal to accept the new rates within 14 (in words: fourteen) days from the date of receipt of the notice referred to in sec. 9 of this paragraph.
11. In the event of submission of the refusal referred to in sec. 10 of this paragraph, the Organisation shall have the right to rescind the Contract within 14 (in words: fourteen) days from the submission thereof, effective as of 31 (in words: the thirty first) December of the year preceding the year, in which the statement on refusal to accept new rates was submitted.
12. Rescission of the Contract must be made in writing, otherwise it shall be deemed null and void.
13. If the Organisation exercised the right to rescind the Contract, it shall not take over the Economic Operator's obligation to ensure recycling of packaging waste for the calendar year, in which the statement on Contract rescission was submitted and shall be obliged to return to the Economic Operator the fee paid thereby towards the settlement of such calendar year.
14. The Organisation shall return the fee referred to in sec. 13 of this paragraph within 30 (in words: thirty) days to the bank account designated by the Economic Operator.
15. If the Economic Operator does not submit to the Organisation the refusal referred to in sec. 10 of this paragraph within the prescribed time limit, it is considered that the Economic Operator accepted the new rates that will apply as of 1 (in words: the first) day of the following calendar quarter.
16. Any change to the rates made pursuant to sections 9-15 of this paragraph shall not require any amendment to the contract and the form specified in § 8 sec. 1 of the contract.

§ 5

“MOJE INTERZERO” PLATFORM

1. The Organisation undertakes to provide the Economic Operator with the login data allowing the Economic Operator to use - under the Contract and during the term hereof - the online platform owned by the Organisation and called “Moje Interzero” (hereinafter the Platform), used, among others, to comply with the obligation arising out of § 3 sec. 3 of the Contract as well as providing other types of features and services.
2. The Platform referred to in sec. 1 of this paragraph shall be accessible via the link - <https://moje.interzero.pl/login>.

3. The Economic Operator shall be obliged to read the login instruction and the Platform terms of use, which are available for review on the website accessible via the link included in sec. 2 of this paragraph (hereinafter the Terms of Use) and the privacy policy referred to in § 8 sec. 7 of the Contract.
4. The Organisation undertakes to provide the Economic Operator with the login data (the Login and Password referred to in the Terms of Use) using the e-mail address specified in § 3 sec. 7 of the Contract.
5. The Economic Operator, by logging in to the Platform using the data referred to in sec. 4 of this paragraph, represents that it read the Terms of Use and the privacy policy referred to in § 8 sec. 7 of the Contract and that it fully accepts the provisions thereof.
6. All features and services available via the Platform were described in the Terms of Use.
7. Any guidance on how to use the Platform shall be accessible for the Economic Operator from the Platform.
8. In the event of any issues resulting from the use of the Platform, the Economic Operator shall be obliged to inform the Organisation thereof through the means of communication specified in the Terms of Use.

§ 6

CONFIDENTIALITY OBLIGATION

Pursuant to Article 32 of the Act, the Organisation shall be obliged to keep confidential any data provided by the Economic Operator, unless separate provisions of law stipulate otherwise (e.g. in the course of any official inspection or court proceedings).

§ 7

CONTRACT TERM

1. The Contract shall be executed for a non-fixed term, effective as of 1 January 2024, provided that the Organisation's obligations shall arise no earlier than upon the Contract execution.
2. The Contract may be terminated by either Party solely by the last day of November each year, effective at the end of the calendar year in which the termination notice was submitted.
3. The termination notice regarding this Contract must be made in writing and submitted to the other Party.
4. In the event of termination of the Contract effective from the end of the calendar year, the Organisation shall bear the obligation to ensure recycling of packaging waste taken over from the Economic Operator throughout the last year of the Contract term, on condition that the Economic Operator pays the fee to the Organisation for such entire period.
5. The Organisation shall have the right to rescind the Contract effective as of 31 December of the year preceding the year, in which the statement on the Contract

rescission was submitted, if the Economic Operator is in delay with payments due to the Organisation for a period exceeding 30 (in words: thirty) days, subject to the prior request for payment submitted to the Economic Operator in electronic form (by e-mail) as well as for other important reasons, in particular in the event of the confirmed inability to contact the Economic Operator using the contact data provided in the Contract for more than 30 (in words: thirty) days. Provisions of § 4 sections 11, 12 and 13 shall apply accordingly.

6. The causes of rescission and/or termination of the Contract with notice shall not exclude or limit the right of either Party to terminate the Contract with or without notice or to rescind the same under the law.

§ 8

MISCELLANEOUS

1. Any amendments to the Contract shall be made in writing, otherwise they shall be deemed null and void, unless the Contract states otherwise.
2. To the extent not regulated in the Contract, the provisions of Polish law shall apply.
3. Any change to the way of performance of the Contract as well as rights and obligations of the Parties hereto, resulting from any amendment to applicable laws, shall not constitute an amendment to the Contract, however, the Organisation shall be obliged to give notice to the Economic Operator in electronic form (by e-mail) of the scope of changes and their impact on fulfilment of the obligation to ensure recycling of packaging waste.
4. In the event of any change to the e-mail address provided by either Party, such Party shall be obliged to give notice to the other Party of such change, providing a new e-mail address and the purpose for which it is provided (sending invoices in electronic form, day-to-day contact, etc.). The confirmation of the receipt of such notice of a change to the e-mail address by the other Party shall at the same constitute the amendment to the Contract in this respect without the requirement to execute any amending annex or agreement or to submit any other statements by the Parties - which the Parties accept.

The Parties

represent that the pain of amendments to the Contract being declared null and void shall not apply to the above notice given by one of the Parties of a change to its e-mail address and delivered to the other Party. If no such notice of a change to the e-mail address is given, any communications sent to the previous e-mail address shall be deemed to have been duly delivered and shall have all legal effects.

5. In case of any disputes, the Parties shall make effort to settle them by way of negotiations and if the Parties are unable to settle a dispute in this way, the dispute shall be settled by the court having jurisdiction over the Organisation's registered office.
6. Each of the Parties shall be obliged to immediately and effectively notify the other Party, in electronic form (by e-mail), of each change to the data likely to have impact on performance of the provisions of the Contract, in particular of any change of name,

address and the contact person, within 14 (in words: fourteen) days from the date the change is made.

7. The Economic Operator represents that it read the full information notice on the rules of processing of its personal data by the Organisation, prepared in compliance with the obligation set out in Article 13 of the GDPR, available at <https://www.interzero.pl/polityka-prywatnosci/>.
8. The Contract has been drawn up in 2 (in words: two) identical copies, with one copy for each of the Parties.

ECONOMIC OPERATOR

ORGANISATION

.....

.....

Schedules:

- 1) Schedule no. 1 - List of types and weights of packaging placed on the market and the terms and conditions of remunerating the Organisation for the takeover of the recycling obligation
- 2) Schedule no. 2 - Engagement for holding public education campaigns