



**Contract on authorisation for subscription to a system
(Authorised Representative Contract)**

by and between

- hereinafter referred to as the "**Customer**" -

and

Interzero Circular Consulting Austria GmbH
Vorgartenstrasse 206c
1020 Vienna

- hereinafter referred to as "**ICCA** " or "**Contractor**" or "**Authorised Representative**" -

1. Introduction

1.1. General

Interzero Circular Consulting Austria GmbH ("ICCA ") provides advisory and other services in connection with waste management and assists enterprises in fulfilling waste management obligations and in implementing optimisation potentials in waste management. ICCA is a service provider and a wholly-owned subsidiary of Interzero Circular Solutions Europe GmbH (hereinafter Interzero).

In connection with the placing of packaging, single-use plastic products, electrical and electronic equipment (EEE) and/or batteries (hereinafter the "Products") on the Austrian market the Customer is subject to certain obligations under the relevant waste management provisions (hereinafter the "Obligations").

The present Contract regulates the provision of the service of "Authorised Representative" by ICCA to the Customer.

1.2. Subject matter

The Austrian Waste Management Act [*Abfallwirtschaftsgesetz/AWG*], the Austrian Packaging Regulation [*Verpackungsverordnung/Verpack-VO*], the Austrian Regulation on Waste Electrical and Electronic Equipment [*Elektroaltgeräteverordnung/EAG-VO*] and the Austrian Regulation on Batteries [*Batterienverordnung/Batt-VO*] provide that, pursuant to the relevant provisions, foreign obligors are required to appoint, or allowed to name, an Authorised Representative who will be responsible for fulfilling their obligations under the relevant provisions in Austria. Foreign obligors may only appoint one Authorised Representative each.

2. Definitions

For the purposes of this Contract the definitions of the *AWG*, the *Verpack-VO*, the *EAG-VO* and the *Batt-VO* shall apply.

3. Services rendered by ICCA

The scope of the power of representation (authorisation) is based on the power of attorney granted by the Customer in accordance with Sections 16a, 16b, 16c and 16d *Verpack-VO* (packaging / single-use plastic products), Sections 21a and 21b *EAG-VO* and Sections 25a and 25b *Batt-VO*, respectively (Annex 1).

Apart from the obligations stated in the relevant power of attorney, ICCA will, in particular, render the following services for the Customer:

- a) Receipt of the report of the masses of the Products delivered by the Customer to Austria;
- b) Collection and recovery [*Entpflichtung*] of the Products delivered to Austria with a competent collection and recovery system;
- c) Confirmation of fulfilment of the obligations under the *Verpack-VO*, the *EAG-VO* and the *Batt-VO* to the Customer.

If possible, ICCA will subscribe to the respective collection and recovery system (CRS) of Interzero

Circular Solutions Europe GmbH as the representative of the Customer with the Products placed on the Austrian market and reported to ICCA by the Customer. In Austria Interzero operates CRS for waste electrical and electronic equipment (WEEE), batteries and packaging. If ICCA is unable to subscribe to Interzero for whatever reasons, ICCA will subscribe to another competent CRS with the Products placed on the market.

For fulfilling the assumed obligations the Authorised Representative shall be entitled to conclude, amend or terminate suitable agreements with CRS or disposal companies as the Customer's representative.

The fulfillment of obligations under all Community legislation on the restriction of the use of certain hazardous substances in electrical and electronic equipment (see in particular RoHS Directive 2011/65/EU) is in any case not covered by the scope of ICCA's services.

4. Services rendered by the collection and recovery systems

Collection and recovery systems (CRS) organise Austria-wide setting up of delivery points for receipt of waste, collection of the waste dropped off at the delivery points set up and local collection points, transportation of the waste to the treatment plants and treatment of the delivered and collected waste. CRS

render the respective services via authorised and approved service providers (collectors, processors) that warrant proper provision of the services and compliance with the *AWG* and the *Verpack-VO*, the *EAG-VO*, the *Batt-VO* and all administrative regulations to be applied under waste management law.

5. Contribution by the Customer

For fulfilling the Obligations under this Contract the Customer needs to cooperate. The Customer therefore undertakes to provide all required data and information and make all payments in full, duly, timely and according to the requirements of ICCA or the responsible CRS. This includes, but is not limited to, the transmission of all details/data to the Contractor which the latter needs for fulfilling the information and reporting duties assumed by it (such as, in particular, transmission of a list of the producers/primary obligors concerned).

In addition the Customer undertakes to ensure correct and full reporting of the masses placed on the market in the respective reporting period for each collection category, treatment or price category in accordance with the relevant provisions of the *Verpack-VO*, the *EAG-VO* and/or the *Batt-VO*. Upon conclusion of the Contract the Customer shall provide the data necessary for registration by means of Annex 2.

The Customer shall identify the masses of the Products placed on the Austrian market in accordance with the requirements of ICCA or the relevant CRS and advise the relevant masses in accordance with their classification as a monthly, quarterly or an annual reporter (regular reporting). At the beginning of every calendar year the Customer must confirm vis-à-vis ICCA the volumes advised for the previous year

and advise the mass of Products that was actually placed on the market by means of the year-end statement (YES).

The Customer must make a final contract report in line with the YES not later than two months after termination of this Contract.

The masses placed on the market must be reported by the Customer via the internet portal provided by ICCA. ICCA shall be entitled to adapt the internet portal to the relevant reporting modalities of the CRS.

The Customer represents and warrants that they will ensure compliance with and fulfilment of the producer's obligations under the *Verpack-VO*, the *EAG-VO* and/or the *Batt-VO* (e.g. prohibition of substances, marking with the symbol, information for owners of treatment plants, take-back obligations, etc.), and all other obligations concerning the producer under other statutory requirements (e.g. declaration of conformity, etc.).

The Customer shall be entitled to collect the Products on their own responsibility to the extent permitted by their take-back options and to reuse or treat them in conformity with the regulations. In that case ICCA will offer the Customer an agreement on the offsetting of the masses recorded.

6. Auditing rights

6.1. Audit by ICCA

ICCA shall be entitled to audit the masses placed on the market by the Customer (in particular the correct allocation and determination of masses) in the Customer's company at its own cost itself or have them audited by an independent auditor of its choice and to have the relevant records/files sent to it.

The Customer will store all records that are suitable for tracing the accuracy of the report of the masses placed on the Austrian market in accordance with the statutory retention periods and shall grant the right to inspect those documents and make the same available upon request.

After the audit ICCA will send the Customer the audit result to give them a chance to comment on it before preparing the final audit report. ICCA shall be entitled to exercise its auditing right also during the year following termination of this Contract. The time of the audit and the audit period shall be advised to the Customer at least one month in advance.

6.2. Audit by the Customer

The Customer shall be entitled to have an independent auditor carry out the above audit at their own cost in accordance with the certification requirements authorised by ICCA and to send the audit result certified

by the auditor to ICCA. Notwithstanding an audit by the Customer, ICCA shall be entitled to exercise the auditing right laid down in 6.1 at any time.

6.3. Audit result

If an audit reveals that the Customer's reports were incomplete or inaccurate, the Customer shall make a correction report immediately. The Customer shall pay interest of 4% above the base rate of the ECB for additional payments. If an additional payment by the Customer is the result of untrue or incomplete information given wilfully or with gross negligence, the Customer shall reimburse ICCA the audit costs incurred. All credit notes or additional payments must be settled immediately.

If the Customer violates retention periods or impedes the audit in a way that the audit cannot be concluded properly, ICCA or the third party instructed by it shall have the right to estimate the volumes and the amounts payable that are actually owed in a way that is plausible and binding on the Customer. The Customer shall pay interest of 4% above the base rate of the ECB for additional payments. In addition the Customer must reimburse ICCA the audit costs incurred. All credit notes or additional payments must be settled immediately. ICCA's right to claim additional damages and to terminate the Contract shall remain unaffected thereby.

6.4. Audit of ICCA by the authorities

In the case that ICCA is audited by the authorities the Customer undertakes to provide all necessary documents, records and information regarding the present Contract within a reasonable period of time.

7. Charges and terms of payment

7.1. Charge

The charge for the present services is made up of the amount payable to the relevant CRS (on the basis of the masses placed on the Austrian market by the Customer and the prices of the respective CRS applicable from time to time) and ICCA 's charge. The charges are defined in detail in [Annex 3](#).

7.2. Terms of payment

The invoices sent to ICCA by the CRS will be examined by ICCA as to their correctness and sent to the Customer together with the invoice of ICCA .

The invoices issued by the CRS must be paid by the Customer in accordance with the relevant terms of payment. The Customer shall be fully responsible for all consequences of late payments. Invoices issued by ICCA must be paid exclusive of expenses and deductions by customers based in an EU member state

within 14 days of the date of issue and by customers not based in an EU member state as soon as the invoices are received. In the case of late payment 4% late payment interest above the base interest rate of the ECB and dunning charges, if any, shall be paid from the due date.

In order to prevent competitive advantages resulting from retroactive subscription to the system the Customer shall pay late payment interest for the masses placed on the market before the current calendar year at a rate of 4% above the base interest rate of the ECB.

Unless they constitute counterclaims of the Customer vis-à-vis ICCA or the relevant CRS that have been recognised by ICCA or the relevant CRS or have been ascertained in a non-appealable/final manner, the Customer shall not be allowed to set them off against payments due or to withhold the same.

8. Term of contract

8.1. Commencement and term of contract

The Contract shall commence at the time at which it is signed and shall become operationally effective (report of the masses, etc.) as of the start of the calendar quarter following the time of signing or as of the commencement of reporting fixed at the bottom of the Contract, subject to the condition precedent that ICCA is actually registered by the Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology (BMK) as an authorised representative as defined in the relevant provisions of the *Verpack-VO*, the *EAG-VO* and/or the *Batt-VO*. Any fees already paid by the customer shall be forfeited without compensation if the registration of ICCA as authorised representative fails because the customer fails to provide the documents required for registration or fails to provide them sufficiently. The Contract shall be entered into for an indefinite period of time.

8.2. Termination by notice

The Contract may be terminated by either party with no obligation to state reasons as of the end of any calendar year by giving six months' notice and for the first time as of the end of the first complete calendar year.

8.3. Termination for cause

If an important reason (cause) for termination exists, the respective other party to this Contract shall have the right to terminate the Contract without notice. Such causes include:

- a) discontinuation of business operations or opening of insolvency proceedings over the other party (confirmation by the insolvency administrator) (or where such insolvency proceedings are dismissed for lack of assets);
- b) if the requirements for registration of the Contractor as an authorised representative as defined in the *Verpack-VO*, the *EAG-VO* and the *Batt-VO* are no longer met. To the extent that requirements are no longer met with respect to individual areas or categories only, the right to terminate the Contract for cause shall apply only with respect to the part of the Contract that concerns that area or category (partial termination). With respect to the categories that are not concerned the Contract shall remain in force and effect.

If the Contract is violated repeatedly and such violation is not discontinued despite a reminder and granting of a reasonable grace period, the parties shall be entitled to terminate the Contract for cause as of the end of any calendar quarter.

After notification of a price change by the relevant CRS the Customer may terminate this Contract by

giving 4 months' notice with effect as of the end of any calendar quarter.

9. Miscellaneous

9.1. Annexes

The Annexes as amended from time to time shall constitute parts of the Contract.

9.2. Modifications or amendments

ICCA shall be entitled to modify or amend this Contract or the Annexes to it without approval from the Customer by way of unilateral notification and well in advance, provided that these modifications or amendments are made exclusively for updating the Contract or the Annexes or provided that they are necessary or reasonable in the interest of efficiency, for reasons of lawfulness or for the authorisation to work. In the case that the Customer does not agree to such a change they may exercise their right to terminate the Contract for cause as defined in the last paragraph of Clause 8.3.

9.3. Invalidity of provisions

If any provision of this Contract is ineffective or unenforceable this shall not affect the effectiveness of the remaining Contract. In such a case the parties undertake to replace the ineffective or unenforceable provision by an effective and enforceable one which shall be as close as possible to the spirit, the purpose and the business objective of the Contract. The same shall apply to gaps in this Contract, if any.

9.4. Written form

Modifications of or amendments to this Contract shall be made in writing. This shall also apply to abolishing this formal requirement of written form. Notice of termination as defined in 8.2, 8.3 and 8.4 must be given by registered letter. The parties have made no oral side Contracts.

9.5. Business address

For each party the address of the other party stated in this Contract shall be decisive. All notifications and communications of one party to the other may be effectively directed to that address as long as the other party has not expressly advised the other party of a new address in writing. Either party shall notify the other party in writing of any changes of its business address without delay. The Customer shall notify ICCA of any changes to the contents of Annex 1 (Power of attorney) or Annex 2 (Master data and registration data) without delay.

9.6. Confidentiality

ICCA will treat as confidential data and information that is provided by the Customer or becomes known to ICCA in the course of performance of the Contract,

protect it against unauthorised access and not use it for purposes other than the performance of this Contract. The obligation to maintain confidentiality shall also apply to legal successors and include oral confidential information. ICCA shall disclose confidential information only if it is obliged to do so by law or ordered to do so by public authorities or courts.

The obligations to maintain confidentiality do not apply to information that is in the public domain at the time of its transmission by ICCA with no violation of this Contract.

ICCA shall be entitled to publish a list of foreign obligors, including information about the collection and treatment category for which ICCA takes on authorisation, or to disclose such information to third parties. Furthermore, ICCA shall be entitled to disclose the Customer's data to the relevant CRS and/or the competent authorities to the extent that this is necessary for the fulfilment of its statutory and contractual duties.

9.7. Data security

The parties shall take all reasonable measures to ensure compliance with the Austrian Data Protection Act [*Datenschutzgesetz/DSG*] and to prevent unauthorised third parties from accessing Customer data. ICCA will properly delete or destroy legacy data storage media containing Customer data.

9.8. Liability

In principle both parties' liability shall be governed by the statutory regulations; however, the authorised representative shall not be liable vis-à-vis the Customer in cases of slight negligence on the part of its bodies or agents [translator's note: *Erfüllungsgehilfe* as defined in Section 1313a *ABGB*]. Liability of the authorised representative vis-à-vis the Customer for gross negligence shall be limited to the amount of the sum insured under the third-party liability insurance maintained. This shall not apply where the authorised representative is grossly culpable or if the limitation of liability violates generally accepted principles of morality in any other way. The authorised representative maintains third-party liability insurance with a sum insured of EUR 2,000,000.00.

For the rest, liability claims vis-à-vis the authorised representative shall be deemed justified only if the Customer has properly cooperated as agreed. This shall, in particular, require that the Customer has fulfilled their information and reporting duties in a complete, truthful and timely manner. The Customer shall be liable for any consequences that may result from improper cooperation.

The Customer undertakes to indemnify and hold harmless the Contractor regarding all expenses that are incurred by the latter in performance of this Contract (in particular as a result of inaccurate, incomplete or late reports or payments or due to a breach of the provisions on the restriction of the use of certain hazardous substances in electrical and electronic equipment, including the provisions on CE marking).

9.9. Dispute resolution

It is ICCA's and the Customer's aim to settle all disagreements. If the parties do not reach an agreement, the court in Vienna having jurisdiction over the subject matter shall have jurisdiction over all disputes arising

out of or in connection with this Contract. The law of the Republic of Austria shall apply exclusively; UN Sales Law shall be excluded. The language relevant to this Contract shall be German, but correspondence may also be conducted in English. The Customer shall carry the costs of translation from another language into German if this is necessary for administrative proceedings or on the occasion of an official inspection.

9.10. Counterparts

The present Contract shall be made in two counterparts, of which each party shall receive one.

Commencement of reporting

Place, date



**Interzero Circular Consulting
Austria GmbH**
Vorgartenstraße 206C, 2. Stock
AT-1020 Wien
ATU 65881637

Stamp and signature of ICCA

Place, date

Stamp and signature of the Customer

Annexes

Available as a separate document

Annex 1: Power of attorney

Available as an attachment in the contract

Annex 2: Master data and registration data

Annex 3: Charges

Annex 4: Symbol for separate collection of EEE

Annex 5: Symbol for separate collection of batteries

Master data and registration data

The Authorised Representative shall send the data defined in Section 16a(2) No. 1, Section 16b(3) No. 1, Section 16c(2) No. 1 and Section 16d(3) No. 1 *Verpack-VO*, Section 21(1) Nos 1 to 9 *EAG-VO* and Section 22(1) Nos 1 to 7 *Batt-VO* to the competent register. Such data includes:

Data marked with an * must be filled in by the Customer in any case.

1. Name, address, email address

Business name (including legal form)*

Street and house number*

Postal code*

Town or city*

Country*

Phone (general)

Fax (general)

Email (general)*

Battery brands (if known)*

2. Business Register Number, Register of Associations Number

National identification number (Commercial Register Number)*

2a. Tax number

European or national tax number (VAT No.)*

3. Industry code

4-digit industry code (NACE)*

4. Contact person and contact addresses

4a. Packaging/Single-use plastic products

Salutation Ms. Mr.

First and last name*

Phone (personal)

Email (personal)*

4b. EEE

Salutation Ms. Mr.

First and last name*

Phone (personal)

Email (personal)*

4c. Batteries

Salutation Ms. Mr.

First and last name*

Phone (personal)

Email (personal)*

5. Internet address

6. Available producer collection points for WEEE from private households or collection points for portable batteries (indicate GLN) * (if available)

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Date:

Company stamp, signature:

Charges for packaging/single-use plastic products, WEEE and batteries

The charge payable for the services rendered under the Authorised Representative Contract for packaging/single-use plastic products, EEE and/or batteries is made up of the CRS charge (for collection and treatment/recovery of collected packaging/single-use plastic products, EEE and batteries in accordance with the Regulation) and the charge for ICCA (for fulfilment of the obligations stated in the Authorised Representative Contract and in Annex 1). The charges shall be exclusive of statutory value-added tax.

CRS charge

The CRS charge is calculated on the basis of the masses of packaging/single-use plastic products, EEE and/or batteries placed on the market by the Customer in Austria and the prices per price category of the CRS applicable from time to time. The Customer will be provided with the prices of the responsible CRS applicable from time to time by ICCA .

The charges shall be paid in accordance with the terms of payment of the CRS once a year, quarterly or monthly in accordance with their classification as an annual reporter ($\leq 1,500$ euros/year), a quarterly reporter ($> 1,500 \leq 20,000$ euros/year) or a monthly reporter ($> 20,000$ euros/year).

ICCA charge for foreign persons, mail order companies, producers and/or distance sellers

The area charge payable to ICCA is fixed as follows:

Amount of the licence charge per year*	Annual charge for the authorised representative		
	1st area**	2nd area	3rd area
< 1.500 €	300 €	200 €	150 €
> 1.500 < 20.000 €	500 €	400 €	350 €
> 20.000 €	800 €	700 €	650 €

**One area covers packaging/single-use plastic products, EEE or batteries. Packaging and single-use plastic products are considered one area.

*Classification is determined according to the amount of the annual licence charge per area.

The annual charges will be invoiced by ICCA by the end of March on the basis of the annual forecast for the current calendar year. Deviations of the invoiced amount from the actual charge according to the year-end statement will be corrected in the next invoice.

Symbol for separate collection of EEE



Any producer who places electrical and electronic equipment on the market must permanently and prominently and legibly mark it with the symbol of Annex 4 *EAG-VO*, unless this mark has been affixed before. Producers are exempt from that obligation with regard to EEE which cannot be marked in this way

due to statutory provisions or due to the size or function of the product. In such cases the symbol must instead be affixed onto the packaging, the instructions for use or the guarantee certificate for the EEE. (Section 12 *EAG-VO*).

Symbol for separate collection of batteries



Producers who place batteries or battery sets on the market must mark them with the symbol shown in Annex 2 *Batt-VO*.

Producers who place portable or automotive batteries on the market must indicate their capacity on the battery in a visible, legible and permanent form.

Producers who place batteries on the market that contain more than 0.0005% of mercury, more than 0.002% of cadmium or more than 0.004% of lead

must mark them with the chemical symbol for the metal concerned (Hg, Cd or Pb) in accordance with Annex 2 *Batt-VO*.

If the size of the symbol or chemical symbol were to be less than 0.5 x 0.5 cm in size due to the dimensions of the battery or battery set, the battery or battery set need not be marked; instead the symbol or chemical symbol must be printed on the packaging in a size of at least 1 x 1 cm (Section 6 *Batt-VO*).