

AUTHORISED REPRESENTATIVE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply between **Interzero Italy Srl**, acting as the "Authorised Representative", and the **Principal**, who is established outside Italy and wishes to appoint the Authorised Representative to fulfil its legal obligations in Italy.

i. Purpose of the Agreement

- The Principal entrusts the Authorised Representative with the responsibility to **fulfil the obligations** binding on the Principal regarding **Legislative Decree 49/2014 (WEEE set of rules)** and/or **Legislative Decree 188/2008 (Battery set of rules)**, as well as **Regulation (EU) 2023/1542 (Battery set of rules)**.
- The Principal may be placing **Electric and Electronic Equipment (EEE)** and/or **Batteries and Accumulators (B&A)** on the Italian market.
- The Principal is an individual or legal person established in another EU Member State or outside the European Union who sells EEE/Battery on the Italian market using remote communication techniques.
- The Authorised Representative is mandated to fulfil the actions detailed in the agreement aiming to meet these obligations.

ii. Definitions

- **Applicable Law:** Any relevant law, statute, regulation, policy, guidance, industry code, or judgment in the Country where Services are provided.
- **Appropriate Authorities:** The public body responsible for implementing and controlling regulations in a Country.
- **Confidential Information:** Information of a confidential or ownership nature disclosed between the Parties, excluding information that becomes public without breaching the confidentiality clause.
- **Collective Scheme(s):** Non-profit consortia made up of EEE/Battery producers.
- **CDCRAEE:** The WEEE Coordination Center, a private consortium of EEE producer Collective Systems, tasked with optimizing collection systems and increasing collection/recycling percentages of WEEE.
- **CDCNPA:** Batteries and Accumulators National Coordination Center, tasked with optimizing collection systems and increasing collection/recycling percentages of waste batteries and accumulators, and defining methods for financing collection, treatment, and recycling.

iii. Scope of the Agreement

- The Principal entrusts the Authorised Representative to fulfil obligations under Legislative Decree 49/2014 and/or Legislative Decree 188/2008.
- The Authorised Representative is mandated to perform actions to meet these obligations.

- The Authorised Representative can provide **technical and consultancy services** defined as "extra services".
- Modifications to the agreement may be evaluated if regulations change and new obligations arise.

Obligations of the Principal

- Provide the Authorised Representative with all necessary information and documents required by Applicable Law (such as Legislative decree 49/2014 and/or Legislative decree 188/2008), respecting format and timelines.
- iv. **Guarantee the accuracy** of the provided information and immediately correct any inaccuracies. The Authorised Representative assumes provided information is correct and complete.
- **Notify the Authorised Representative within fourteen days** of any modification of information/data related to the scope of services (e.g., new product categories, company data modification, correction of input data).
 - **Cooperate** with the Authorised Representative to facilitate the execution of the agreement.
 - Once registered, **show the registration number** in the national Register (WEEE and B&A Register) on all transport documents and commercial invoices **within thirty days** of its issue.
 - Acknowledge that it will have **no other Authorized Representative** for the chosen field in Italy regarding the subject matter of this agreement.
 - Make the payment of the **eco-contribution** or any other charge (e.g., administrative fee, collective fund) directly to the chosen Collective system.

Obligations of the Authorised Representative

- Carry out the following activities **in the name and on behalf of the Principal**:

Register the Principal with the National Registry Entity for the selected scope.

- **Join a Collective Scheme** on behalf of the Principal or perform related duties if the Principal has already joined one.
- Provide the Principal with the **registration number**.

Provide the **annual reporting obligations** to the National Register Entity and Collective Scheme and answer their requests.

- Pay the taxes and contributions fees to the National Register Entity and Collective Scheme(s), as applicable, **once the Principal has already covered the costs**.

- Provide the Principal with **all relevant information** concerning the execution of the agreement, including modifications of the Applicable Law.
- Perform the service in accordance with the defined scope. Any scope modification requires prior written notice and agreement.
- Carry out the service with **due care and diligence**.
- Maintain **professional indemnity insurance** coverage from the agreement start date until the expiry of the applicable limitation period and provide evidence upon request.
- Perform all other legal and administrative tasks deemed necessary to comply with the mandate.

v. Fees

- Service fees are payable by the Principal as set out in Annex I. Annex I defines payment terms and conditions.
- fees **do not include** statutory valued-added tax (VAT), which will be shown separately if applicable.
- Fees **do not include** administrative costs due to public administration (e.g., secretariat rights, government taxes, post, official stamps) or any other expenses, including fines inflicted on the Principal.
- Any additional documented cost incurred by the Authorised Representative for the Principal's benefit will be reimbursed by the Principal.
- Payment methods include **credit card, PayPal**, or money transfer (by exception and agreement).
- The payment process involves a pro-forma invoice issued upon contract signing, serving as a request for payment with a 15-day term. Upon receipt of payment, a formal invoice is issued.
- Invoices and payments shall be in **Euros (€)**.

vi. Duration and Termination

The contract is **tacitly renewed year to year** unless revoked by either Party via registered mail (PEC/REM) with **at least two months' notice** before the expiry or extension date.

- The Authorised Representative can terminate with **immediate effect** if:
 - The Principal suspends or delays payments for **more than two months**.
 - The Principal **fails to comply with its obligations** (e.g., not providing accurate info, not complying with applicable law).
 - The Principal appoints another Authorised Representative for the same scope before this agreement terminates.

In case of violation by a Party, the interested Party may terminate the Contract **thirty days** after written notice of the breach, without prejudice to compensation.

- Upon termination, the Principal remains liable for all work completed and obligations incurred. **Fees for a complete calendar year shall always be due** by the Principal, regardless of the termination date during that year, unless termination is due to the Authorised Representative's breach.
- Upon termination, the Principal is **not entitled to a refund** of payments for services already provided.
- Upon termination, the Authorised Representative proceeds to **regularize the Principal's position** with competent bodies (e.g., collective scheme(s) and National Registry).
- The Mandate is considered revoked upon termination.

vii. Confidentiality

- Confidential Information is disclosed exclusively for the purpose of the agreement.
- The Authorised Representative is expressly authorized to **disclose necessary information** to the collective scheme(s), National Registry, and auditors to comply with obligations and ensure Principal compliance.
- Confidentiality does not apply if disclosure is **required by applicable law** or a final and binding legal/administrative decision.
- Regarding Personal Data processing:
 - Each Party processing data on behalf of the other must **act only on instructions** or as required by law.
 - They must have **appropriate technical and organizational security measures**.
 - They must comply with and ensure subcontractors comply with **Article 28 of GDPR** (Data Processors).
 - The Authorised Representative primarily relies on its Privacy Policy as the legal basis for processing personal data from the Principal.

viii. Audits

- In case of an audit (e.g., by CDCRAEE and/or CDCNPA), the Authorised Representative will inform the Principal and specify needed documents/data.
- The Principal commits to provide the Authorised Representative access to its data systems and documents for the auditor to assess compliance.
- The Authorised Representative is not responsible if the data provided by the Principal (e.g., product number, category, weight) is found incorrect by the auditor. Any additional contribution imposed by the audit due to inaccuracies shall be invoiced to and paid by the Principal.

ix. Indemnification



- The Principal commits to **indemnify and keep indemnified** the Authorised Representative against any claims, proceedings, actions, costs, and indemnities arising from a **breach by the Principal of its obligations** under the agreement.

x. Governing Law and Jurisdiction

- The agreement is governed by **Italian laws**.
- All disputes related to the agreement will be referred to the **exclusive jurisdiction of the court of Milan**.