

ENTRY AGREEMENT TO THE RECUPEL COLLECTIVE SYSTEM

This Entry Agreement applies between Recupel and the Co-contractor. The two contracting parties are hereafter referred to jointly as “the Parties”.

1. Definitions

Administrative contribution

Recupel contribution for the costs of reporting, communication, prevention, awareness-raising and the general operating costs within the framework of the Take-back obligation for Professional and Household WEEE.

All-in contribution

Recupel contribution that includes both the Administrative contribution and the costs for the collection, pickup, sorting, transport, treatment and preparation for reuse of Household (W)EEE.

Appliance List

List of EEE for which Recupel fulfils the WEEE Take-back obligation and for which the corresponding Recupel contribution is owed. By concluding this Entry Agreement, the Co-contractor consents to any modification in the Appliance List commencing on the date of entry into effect of this modification. The Co-contractor confirms having taken knowledge of the Appliance List by the publication thereof on the Website specified by Recupel.

[Click here in order to consult the appliance lists](#)

Authorised Representative

Legal or physical person designated by the Co-contractor established outside of Belgium that brings EEE onto the Belgian market, and which represents him in Belgium as contact point vis-à-vis Recupel.

Co-contractor

The entity or the person that Markets EEE in Belgium or that Exports EEE (in accordance with the conditions of article 5 of this Entry Agreement) and that wishes to fulfil its/his Take-back obligation by becoming a member to the Recupel collective system, with which it/he concludes this Entry Agreement.

EEE

Electrical and electronic equipment as referred to in the Legislation, however, in the context of this Entry Agreement only to the degree that and for the period for which they are included on Recupel’s Appliance List, available on the Website specified by Recupel.

Entry Agreement

This framework agreement for becoming a member to the Recupel collective system, including all addenda and appendices, as well as any subsequent modifications to this framework agreement.

Environmental Policy Agreement

Any agreement between one of the regions, on the one hand, and one or more coordinating, representative organisations of companies on the other, regardless of the name given to such an agreement, as well as any similar instrument, in implementation of which Recupel fulfils the Take-back obligation imposed by the Legislation. The applicable Environmental Policy Agreements are published on the Website specified by Recupel.

Export / Exporting

The physical shipment of EEE outside of Belgian territory.

Household EEE

Appliances that are not exclusively intended for a professional environment and whose intended use is domestic, as classified in Recupel's Appliance List, available on the Website specified by Recupel.

Legislation

Legislation concerning the WEEE Take-back obligation. The applicable Legislation is published on the Website specified by Recupel.

Management Body

The joint body within the meaning of the Legislation that fulfils the WEEE Take-back obligation imposed by the Legislation on behalf of the Co-contractor. Through 31 December 2022, Recupel Audio-Video npo, LightRec npo, MeLaRec npo, Recupel ICT npo, Recupel E.T. & GARDEN npo, Recupel SDA npo and B-W-REC npo – depending on the case – qualified as Management Bodies. As of 1 January 2023, Recupel npo qualifies as Management Body (hereafter referred to as "Recupel" in this Entry Agreement).

Marketing

The action whereby the appliance imported into or produced in Belgium, whether or not new, is for the first time (i) sold, rented, leased or made available to a third party in Belgium or (ii) is intended for own use (as further explained on the Website specified by Recupel). This action can be taken by e.g. a producer, importer, distributor, wholesaler, retailer, online seller (including sale via online platform).

Professional EEE

Appliances that are exclusively intended for use in a professional environment and whose intended use is professional, as classified in Recupel's Appliance List, available on the Website specified by Recupel.

Recupel

Recupel is the collective system established by the producers of EEE which, on the basis of this Entry Agreement, fulfils the Take-back obligation imposed by the Legislation for WEEE on behalf of the Co-contractor.

Recupel contribution

Contribution to be paid by the Co-contractor per Marketed EEE for the services of Recupel. The Recupel contribution can take the form of an All-in contribution or an Administrative contribution.

Take-back obligation

The Legislation imposes on producers of WEEE a legal Take-back obligation as part of the expanded producer responsibility. The Legislation provides that one of the ways to satisfy this Take-back obligation is by concluding an Environmental Policy Agreement and by becoming a member to a collective system (*in this case* Recupel).

Website specified by Recupel

Recupel publishes all information and documents within the framework of this Entry Agreement on the website <https://www.recupel.be/en> or any other website replacing it and whose address is communicated to the Co-contractor in accordance with the procedures provided for in this Entry Agreement.

WEEE

Waste electrical and electronic equipment as referred to in the Legislation, however, in the context of this Entry Agreement only to the degree that and for the period for which they are included on Recupel's Appliance List, available on the Website specified by Recupel.

WEEE Report

The annual reporting concerning the pickup, transport, depollution, preparation for reuse or the treatment and recycling of WEEE that must be done by each Co-contractor of Recupel for the preceding calendar year.

2. Framework Agreement

This agreement forms a general framework within which Recupel is prepared to provide its services within the context of the Take-back obligation resting on the Co-contractor, subject to the Co-contractor's fulfilment of his obligations.

The more detailed elaboration of the provisions of this framework agreement, which set forth the conditions under which Recupel's services can be called upon, can be found on the Website specified by Recupel.

3. Services provided by Recupel within the framework of the Take-back obligation imposed by the Legislation and Environmental Policy Agreements

a. General

By signing the Entry Agreement, the Co-contractor becomes a member to the Recupel collective system. The Co-contractor remains personally liable for the obligations that are not covered by the collective system.

Recupel undertakes to strictly comply with its obligations based on the Legislation and the Environmental Policy Agreements.

b. Services for Household EEE

Recupel assumes responsibility for the collective organisation of the services of collection, pickup, sorting, transport, treatment, preparation for reuse and recycling of Household (W)EEE, reporting and provision of information to the authorities, prevention and awareness-raising in accordance with the Legislation and Environmental Policy Agreements.

The services for Household EEE are provided in exchange for payment of All-in contributions.

c. Services for Professional EEE

Recupel assumes responsibility for the reporting to the competent bodies and provision of information to the authorities, prevention and awareness-raising in accordance with the Legislation and the Environmental Policy Agreements.

The services for Professional EEE are provided in exchange for payment of Administrative contributions.

d. Declaration portal

Recupel makes an online declaration portal available to the Co-contractor on the Website specified by Recupel for the performance of its services.

e. Product question

The Co-contractor can send a product question to Recupel concerning the proper qualification of EEE in accordance with the Appliance Lists in the following way:

- The product question form made available on the Website specified by Recupel;
- The general address declarations@recupel.be.

The product question must be explained in detail by the Co-contractor. Recupel may demand additional information in order to supplement the submitted question.

The product questions are always answered in accordance with the provisions of the Entry Agreement in effect at that moment, the Legislation and Environmental Policy Agreements and Recupel's Appliance Lists in force at that moment. The response is made for the specific situation to which the product question relates and can thus only apply vis-à-vis the questioning party or his legal successors with regard to the specific situation forming the object of the product question.

Responses to questions for information posed and handled in another way than the aforementioned, information on the pages of the Website specified by Recupel, as well as the product search function on the Website specified by Recupel are provided purely by way of information and do not bind Recupel.

f. Transfer of administrative tasks by Recupel

Recupel may outsource to one or more other entities services involving the declaration, collection of invoices and audits with respect to the Recupel contributions to be paid as well as other administrative services of the collective system. However, these entities must always assume a duty of confidentiality.

4. Co-contractor's obligations

a. General

The Co-contractor undertakes to comply with all of the obligations resting upon him by virtue of this Entry Agreement, as well as with obligations pursuant to the Legislation and Environmental Policy Agreements that were not expressly transferred to Recupel by this Entry Agreement.

b. Communication of data

Update of company data and contact persons

The Co-contractor undertakes to fully and accurately communicate his data to Recupel via the declaration portal and via the identification form and ensures that he will immediately inform Recupel of any change in the data (or adapt them himself).

This obligation applies for both the data of the company ("the Co-contractor"), and for the data of the contact persons who were designated to represent the Co-contractor for the declarations, audits, invoicing and the WEEE Report.

Recupel cannot be held liable for any harm suffered as a result of the late adaptation of these data by the Co-contractor.

Modified data can only be invoked against Recupel if this modification is made via the declaration portal made available by Recupel or via the email address declarations@recupel.be.

If the Co-contractor, due to certain circumstances, does not have access to the declaration portal or wishes to communicate to Recupel other data than those which can be entered on the declaration portal, the Co-contractor must contact Recupel via the contact form available on the Website specified by Recupel or via declarations@recupel.be.

Declaration of Marketed or Exported EEE

(a) Periodic declaration

The Co-contractor undertakes to submit a full and accurate declaration, on a quarterly basis and at the latest on the 20th day after the end of a quarter, of the Marketed EEE and Exported EEE (within the meaning of article 5 of this Entry Agreement) in the preceding quarter:

- On the declaration page of the declaration portal, the Co-contractor must submit in the "Marketed" column the number of items of EEE, per category, that he Marketed for the period to be declared. For Professional EEE, in addition to the number of items of EEE put on the Belgian market, the total weight per professional category must also be indicated.
- On the declaration page of the declaration portal, the Co-contractor must submit in the "Returnable" column the number of items of EEE, per category, for which he wishes to request a refund for the period to be declared. For professional EEE, in addition to the number of items of EEE for which a refund is requested, the total weight per professional category must also be indicated.

(b) Annual declaration

The Co-contractor is obliged to confirm, on an annual basis before June 30th, the accuracy of the annual declaration, on which the periodic declarations submitted for the previous calendar year are summarised, or to indicate the corrections to be made compared to periodic declarations submitted earlier, in the same manner as for the periodic declarations (see above).

The Co-contractor's failure to confirm the accuracy of the annual declaration in the manner requested by Recupel shall be assimilated to approval of the data reported on the annual declaration.

WEEE Report

The Co-contractor undertakes to report the required information concerning the pickup, transport, depollution, treatment, preparation for reuse and recycling for all WEEE, via the WEEE Report. This reporting must be complete and correct and in accordance with the requirements that Recupel passed on by email to the contact person who is responsible for the WEEE Report, taking into account the applicable obligations under the Legislation and the Environmental Policy Agreements.

Recupel may at any time conduct an audit or have one conducted by an ISO 17020 accredited inspection body in order to verify the accuracy of the information communicated by the Co-contractor. If the Co-contractor has WEEE treated abroad, these volumes must be reported as well, and moreover this treatment must be carried out by a recycler who possesses a certificate indicating that he treats in accordance with the [CENELEC standards](#).

The Co-contractor undertakes to grant access at any time to Recupel or an independent inspection body appointed by it to inspect the depollution, treatment, reporting, preparation for reuse and monitoring process. This audit can be conducted at the sites of the co-contractor, of the subcontractor or of third parties with whom he collaborates. The Co-contractor undertakes to provide full co-operation in the conduct of this audit and shall make all information, data and documents available that may be useful for performing this audit.

If it is established that the Co-contractor has declared incorrect (or no) volumes in the annual WEEE Report, Recupel can impose a fine in accordance with the penalties posted on the Website specified by Recupel. In that event Recupel can also turn the file over to the competent authorities.

c. State of Recupel contributions

Except for the following mentions, the Co-contractor may under no circumstances use the name, the brands, logos or other identification elements of Recupel in his price communications with customers.

If the Legislation and the Environmental Policy Agreements provide for derogations from the following provisions, they always have priority.

Sale to intermediary

The Recupel contribution for Household EEE must always be legibly mentioned on the invoice and/or receipt and/or any other sale document for each type of appliance separately. This is not required for the Recupel contribution for Professional EEE, although it must be indicated that the Recupel contribution is included in the price. Examples are available on the Website specified by Recupel.

Sale to end users

For both Household EEE and Professional EEE the Co-contractor must, at a minimum, indicate that the Recupel contribution was paid for the appliances involved and that this is included in the price. Examples are available on the Website specified by Recupel.

Stating on advertising material

The Co-contractor must transparently inform his customers about the Recupel contributions that apply to the appliances that he sells on Belgian territory. This applies for all forms of advertising in which prices are stated, such as price lists, catalogues, advertising brochures, offers, websites, store shelves, etc. The company is requested to use the mention "Recupel contribution/*cotisation* Recupel/ Recupel *bijdrage* incl./excl." or in short "Recupel incl./excl."

d. Payment of Recupel contributions

Payment - general

Becoming a member to the Recupel collective system is free of charge.

In order to enable Recupel to provide its services, the Co-contractor shall pay a Recupel contribution to Recupel, per item of EEE that he Markets in Belgium, with possibly a minimum and/or maximum total amount communicated via Recupel's Appliance List or via the FAQ on the Website made available by Recupel.

The amount of the Recupel contribution owed varies depending on the moment when the EEE are Marketed in Belgium and is stated on Recupel's Appliance Lists. Recupel undertakes to inform the Co-contractor in a timely manner, in accordance with the Legislation and Environmental Policy Agreements and procedures mentioned on the Website specified by Recupel, of modifications of the Appliance List and the time of entry into effect of these modifications.

Unless stipulated otherwise in this Entry Agreement, this payment obligation of Recupel contributions applies as of the day that, for the type of EEE involved, a Recupel contribution was owed in accordance with Recupel's Appliance List through the end of the advance notice period for cancelling this Entry Agreement.

Invoicing

After expiry of the declaration period the Co-contractor receives an invoice from Recupel.

The Co-contractor accepts that Recupel makes its invoices available to the Co-contractor electronically via the declaration portal. An exception to this is possible provided that a written request is made by the Co-contractor to Recupel.

The Co-contractor must pay these invoices within thirty calendar days after the invoice date in the manner indicated by Recupel. This payment period is shortened to 10 calendar days in case of a fixed invoice as understood in article 7.c. of the present Entry Agreement as well as an invoice drawn up under article 7.d. of the present Entry Agreement. For any amount that is not paid within this period, the Co-contractor shall owe - *ipso jure* and without further formal notice of default - late-payment interest at the legal interest rate as of the invoice date, and this until full payment of the outstanding amount.

On top of this, in case of full or partial non-payment on the due date, a *lump-sum* compensation shall be owed - *ipso jure* and without notice of default - of 10 % on the invoice amount, with a minimum of 125.00 EUR per invoice. Legal fees, including a procedural indemnity, are not included in these liquidated damages and will therefore be claimed additionally from the Co-contractor via a judicial proceeding.

e. Further claim

Recupel reserves the right to make a further claim for Recupel contributions after expiry of a calendar year, yet at the latest before 30 June of the year following the calendar year in question. This further claim can be made if and to the degree that it appears from its annual accounts for the calendar year in question that the Recupel contributions, any reserves and the contributions received for the other services do not cover its expenses of the same calendar year incurred within the context of the WEEE Take-back obligation for a specified product category. The further claim is divided, where applicable, amongst the Co-contractors in proportion to the appliances Marketed by the Co-contractor.

The preceding paragraph has no effect on Recupel's right to make a rectification in application of article 7 of the present Entry Agreement.

f. Retroactive membership and prescription of the declaration and payment obligation of Recupel contributions

The Co-contractor undertakes to submit declarations and to pay Recupel contributions from the date of entry into effect of Recupel's first Appliance List, which includes the EEE marketed by the Co-contractor, except for the period in which the Co-contractor fulfilled the Take-back obligation resting upon him via an approved individual waste management plan with the regions that was fully respected. If the Co-contractor only marketed this EEE as of a later moment than the time when the obligation entered into effect for this EEE, for this EEE declaration must be done only as of that moment. This possible retroactive declaration must be made within two months after acceptance of the Entry Agreement by the Co-contractor.

The retroactively owed Recupel contributions are calculated on the basis of the Appliance Lists such as they applied at the time of the Marketing of the EEE involved. Late-payment interest is charged on these retroactively owed Recupel contributions at the legal interest rate commencing on the date on which the EEE involved normally should have been reported in the periodic declaration. If the Co-contractor cannot demonstrate the time of the marketing, the Recupel contributions are invoiced at the highest rates for the EEE involved in accordance with the Appliance Lists applicable during this retroactive period.

Notwithstanding the foregoing, the Co-contractor is liable for declarations and payment of Recupel contributions going back up to seven calendar years prior to the declaration period that is running at the moment the Co-contractor becomes a member to the Recupel collective system, except for the period in which the Co-contractor fulfilled the Take-back obligation resting upon him via an approved individual waste management plan with the regions that was fully respected.

g. Mandates to foreign suppliers

The Co-contractor can have his declaration obligations and the Recupel contributions payment obligation taken over by one or more foreign suppliers of EEE that fulfil the following conditions and that have concluded an Entry Agreement with Recupel for this purpose.

A foreign supplier can only conclude an Entry Agreement with Recupel subject to meeting the following cumulative conditions:

- (a) the foreign supplier is established in an European Economic Area (EEA) country or undertakes to make himself identifiable in the manner defined by Recupel;
- (b) the foreign supplier has submitted to Recupel a list with details (including the following information: name, address of registered office, enterprise number) of all of his Belgian customers for which he wishes to take over the declaration obligation and the Recupel contribution payment obligation, and undertakes to update this list annually or at Recupel's request;
- (c) the foreign supplier has adequately demonstrated that no risk exists of double declarations of the EEE Marketed in Belgium by the foreign supplier and (one or more of) his customers for which he will declare on the basis of mandates;
- (d) the foreign supplier undertakes to submit annually a breakdown per product category of the annual declaration per Co-contractor for whom he took over the declaration obligation;
- (e) the foreign supplier undertakes to charge and to state the Recupel contributions on his sale invoices to Belgian customers as indicated in article 4.c. of this Entry Agreement;
- (f) the foreign supplier undertakes to adequately inform the Co-contractor, for whom he has assumed the obligations on the basis of the Entry Agreement, of the scope of the mandate and the obligation to give notice of this mandate to Recupel.

In order for the Co-contractor to be able to opposably transfer his obligations vis-à-vis Recupel to the foreign supplier, it is required that the foreign supplier is mandated by the Co-contractor to conclude an Entry Agreement with Recupel with regard to the EEE Marketed by the Co-contractor. This mandate is communicated to Recupel, using the forms that can be requested from Recupel via declarations@recupel.be. This document will be added to the declaration profile of both the Co-contractor and the mandated foreign supplier.

The other provisions of this Entry Agreement apply in full force for foreign suppliers who conclude an Entry Agreement with Recupel.

However, the Co-contractor shall remain jointly and severally liable vis-à-vis Recupel for all obligations resulting from the Entry Agreement and shall continue to authorise audits as stipulated in this Entry Agreement.

h. Additional obligations for Co-contractors established outside of Belgium

Each Co-contractor who is established outside of Belgium must appoint an Authorised Representative within the meaning of article 17 of the EU Directive 2012/19/EU on waste electrical and electronic equipment.

If the foreign Co-contractor has not found an Authorised representative, Recupel can act as Authorised Representative for this Co-contractor. This takes place by signing the addendum to this Entry Agreement in which the relationship between Recupel (as Authorised Representative) and the foreign Co-contractor (Principal) is explained.

This addendum can be requested by the foreign Co-contractor via declarations@recupel.be.

5. Refund of Recupel contributions

a. Conditions for refund

The Co-contractor can request a refund of the Recupel contributions provided that the following conditions are met.

Export

The Co-contractor can request a refund of the Recupel contributions he has paid to his supplier for the purchase of EEE or which he paid to Recupel himself when Marketing the relevant EEE if he (subsequently) Exported them.

However, this right only arises provided that:

- (a) the Co-contractor can satisfactorily demonstrate that, when Marketing this EEE, a Recupel contribution was paid by the Co-contractor to Recupel in implementation of an Entry Agreement or to his supplier; and
- (b) the Co-contractor can satisfactorily demonstrate to Recupel that the EEE were indeed Exported (e.g. by means of export documents or transport documents or by means of proof of foreign payment).

The right to get a refund of the Recupel contribution arises at the moment of the sale to natural or legal persons established abroad.

Use for assembly

The Co-contractor can request the refund of the Recupel contributions he has paid to his supplier for the purchase of EEE or which he has paid to Recupel when Marketing the relevant EEE, if he assembles this EEE into the EEE within the meaning of the Legislation and this assembly is such that the original EEE purchased with the payment of a Recupel contribution can no longer be used independently from the assembled EEE within the meaning of the Legislation.

However, this right only arises provided that:

- (a) the Co-contractor can satisfactorily demonstrate that when Marketing the purchased EEE he paid a Recupel contribution on this EEE to Recupel in implementation of an Entry Agreement or to his supplier; and
- (b) the Co-contractor can satisfactorily demonstrate the assembly to Recupel.

The right to get a refund of the Recupel contribution arises as soon as the Co-contractor has Marketed or Exported the new assembled EEE within the meaning of the Legislation.

Defective appliances sent back to other countries

The Co-contractor can request a refund of the Recupel contributions that he paid to Recupel when Marketing EEE, and which he afterwards took back because of a defect and then sent back to other countries.

However, this right only arises provided that the Co-contractor can satisfactorily demonstrate to Recupel that the defective EEE were indeed Exported (e.g. by means of export documents or transport documents).

b. Formalities to be completed and periods for the right to refund

The Co-contractor can submit a request for refund of Recupel contributions via the 'returnable' column on the declaration forms available on the declaration portal. This request can be submitted preferably in the periodic declaration of the year in which the right arises or at the latest in the annual declaration for this same year.

The obligations included in this Entry Agreement with respect to declaration of Marketed EEE, including the obligation with respect to the annual declaration and the obligation to cooperate in audits, apply *mutatis mutandis*.

6. Audits

a. General

Recupel can have audits conducted at any time in order to verify the accuracy of the information communicated by the Co-contractor. The Co-contractor undertakes to fully cooperate with such audits e.g. by granting access to his premises and all relevant accounting documents (whether or not stored electronically). Recupel can ask the Co-contractor to turn over a copy of these documents to the auditor, who will handle them confidentially (see article 8 of this Entry Agreement).

Audits can be conducted both in the Co-contractor's premises and remotely. In case of remote audits, the Co-contractor must turn over to Recupel the documents requested by the latter, in the manner defined by Recupel, within the set period. Recupel is free to determine whether an audit is conducted on site or remotely.

These audits are carried out by a Recupel representative or by a third party designated for this purpose by Recupel, who are all bound by a duty of confidentiality (see article 8 of this Entry Agreement).

If irregularities are determined as a result of this audit, Recupel is entitled to make rectifications by application of article 7 of the present Entry Agreement.

b. Audited period - prescription

The right of Recupel to have an audit carried out on the accuracy of the information communicated by the Co-contractor for a specific calendar year is prescribed after seven calendar years calculated as of 1 January of the calendar year in which the audit takes place.

However, the prescription period of the right to have an audit carried out is automatically, without further formalities being required, interrupted if it appears from an audit of the Co-contractor prior to the prescription that the information communicated by the Co-contractor for the relevant period is incomplete or inaccurate. This interruption of the prescription also applies, where applicable, to calendar years following the year in which inaccuracies were found in the information communicated by the Co-contractor.

Any dispute relating to the application of this Entry Agreement submitted to the court competent for this Entry Agreement interrupts the prescription period provided for in this Entry Agreement. A new prescription period of Recupel's right to have an audit performed on one calendar year begins to run, where applicable, on the day that the judicial decision has become final and no longer open for appeal, and this for all calendar years as of the last calendar year for which no prescription had taken effect at the moment the dispute was submitted to the competent court. This new prescription period can be interrupted in accordance with the provisions of the preceding paragraph.

Recupel is entitled to re-audit periods that have already been audited after the closure of the audit as long as this period is not time-barred, even with regard to matters that have already been the subject of previous audits.

c. Documents to be provided

In view of an audit, the Co-contractor undertakes in accordance with article 6.a. and 6.b. of this Entry Agreement to maintain a thorough file consisting of all of the calculation components and documents necessary for drawing up the declarations. Apart from the accounting documents, these documents include e.g. – but are not limited to – statistics, the calculated numbers per product category at the time of the declaration as calculated by the Co-contractor, the reports requested from an online system for the purpose of reporting, proofs of export, price lists. In case of a change of the online system, the necessary back-up must be provided for.

The Co-contractor shall give Recupel access to the above file and documents when an audit is carried out and shall

furnish, if requested by Recupel, a copy as stipulated in article 6.a. of this Entry Agreement.

d. Audit costs

Except for the cases listed below, the costs of these audits are borne by Recupel:

- (a) the owed Recupel contributions, calculated on the basis of a random check, exceed by 10 % or more the total Recupel contributions paid for the audited period;
- (b) despite two registered letters, the Co-contractor fails to cooperate with the announced audit;
- (c) the on-site audit agreed between Recupel and the Co-contractor cannot take place due to circumstances imputable to the Co-contractor (e.g. absence or unavailability of the required documents, absence of the Recupel manager, locked doors, etc.);
- (d) the Co-contractor is unable to produce the required documents or to make a copy of them available to the auditor, or refuses to do so.

Where applicable, the audit and/or travel costs, fixed at a flat rate of 2,000 EUR, will be charged to the Co-contractor.

The Co-contractor has the right to request that the declaration be audited by an accredited company auditor, designated by Recupel, instead of by a Recupel representative or by a third party (other than an accredited company auditor) designated for this purpose by Recupel. The costs generated by this audit, fixed at a flat rate of 2,000 EUR, are borne by the Co-contractor.

7. Rectifications and sanctions

a. Error in the declaration

Rectification before invoicing

If the Co-contractor notices that the data which he submitted for a particular declaration are incorrect and that this periodic or annual declaration has not yet been invoiced, the Co-contractor can still adjust the declared numbers and weights himself via the declaration portal by making use of the Marketed and returnable columns.

Rectification after invoicing

If the Co-contractor notices that the data which he submitted for a particular periodic declaration were incorrect but this periodic declaration has already been invoiced by Recupel, the Co-contractor must contact Recupel via declarations@recupel.be and provide Recupel with the correct numbers as well as any supporting documents so that Recupel can still adjust the declaration in the declaration portal. An adjusted invoice will be drawn up, to which the provisions of article 4.d. of the present Entry Agreement apply.

b. Incorrect declaration

If Recupel notes that the Co-contractor submitted an incorrect declaration and the Co-contractor has not had it corrected according to the possibilities mentioned in article 7.a. of this Entry Agreement, Recupel reserves the right to have this declaration rectified in one of the following ways:

- (a) correction in the declaration portal by Recupel;
- (b) the execution of an audit as stipulated in article 6 of this Entry Agreement.

Recupel can, as a result of this rectification, draw up an invoice to which the provisions of article 4.d. of the present Entry Agreement apply.

c. Late or missing declaration

If the Co-contractor fails to file his declaration for EEE Marketed during the previous quarter or does not do so within the period stipulated in article 4.b. of this Entry Agreement, Recupel shall send a fixed declaration proposal for said period to the Co-contractor, within the period and in the manner indicated on the Website specified by Recupel.

In the fixed declaration proposal, the owed Recupel contributions are calculated on the basis of the average of the three most recent monthly declarations or the most recent quarterly declaration submitted by the Co-contractor, increased by 25 %. If no declarations or merely zero declarations were filed, the owed Recupel contributions will be calculated on the basis of data known to Recupel (e.g. an estimate of the Marketed EEE on the basis of presumptions, fixed invoices already drawn up earlier, etc.).

If the Co-contractor still submits the (correct) declaration for the EEE Marketed in the relevant quarter in the manner prescribed by Recupel within 20 days after receipt of the fixed declaration proposal, the fixed declaration proposal will lapse, as well as the 25 % increase. In this case, on the basis of the declaration made by the Co-contractor an invoice is drawn up to which the provisions of article 4.d. of the present Entry Agreement apply.

If the Co-contractor, within 20 days after having received the fixed declaration proposal, fails to submit a rectification of the fixed declaration proposal in the manner prescribed by Recupel, a fixed invoice is drawn up on the basis of the data communicated in the fixed declaration proposal (including the 25 % increase).

Fixed invoices must be paid within a period of ten days in the same manner as invoices drawn up in accordance with regular declarations. The payment of a fixed invoice does not affect the right of Recupel to claim a higher amount if Recupel is subsequently informed of the correct data to be declared (other than by a declaration by the Co-contractor himself), *ipso jure* and without further formal notice of default or formality, increased by late-payment interest at the legal interest rate as of the date on which the declaration should have been submitted, and this until full payment of the outstanding amount in accordance with the Entry Agreement.

Without prejudice to late-payment interest becoming due, where applicable, the costs associated with the collection of unpaid invoices (e.g. collection agency, bailiff and/or lawyer fees) shall be borne *ipso jure* by the Co-contractor.

d. Wrongful charging or reclaiming of contributions

Recupel shall invoice to the Co-contractor Recupel contributions that are wrongly charged or reclaimed by the Co-contractor if the Co-contractor:

- (a) charges Recupel contributions to customers and appears not to pass them on to Recupel; and/or
- (b) charges Recupel contributions for articles of whatever kind that are not included in Recupel's Appliance Lists; and/or
- (c) charges Recupel contributions with application of a higher rate than that provided for in Recupel's Appliance Lists; and/or
- (d) requests refund of Recupel contributions that were never paid to his supplier or to Recupel.

Recupel shall invoice to the Co-contractor, either directly or indirectly, amounts of whatever kind charged by the Co-contractor that wrongly refer to Recupel..

In case of deliberate wrongful charging or reclaiming of the above Recupel contributions or amounts, Recupel is entitled to invoice to the Co-contractor double the wrongly charged or reclaimed Recupel contributions or amounts.

Invoices drawn up by Recupel in accordance with the above provisions are payable within a period of ten days. The relevant invoice amount will be increased - *ipso jure* and without further notice of default or formality - by late-payment interest at the legal interest rate as of the date on which the sums involved were received on the account by the Co-contractor and this until full payment of the outstanding amount in accordance with the Entry Agreement.

The invoice shall lapse if the Co-contractor, within 10 days after drawing up of the invoice in accordance with the above paragraphs, reimburses to his customers Recupel contributions or amounts that were wrongly charged to his customers.

Without prejudice to late-payment interest becoming due, where applicable, costs associated with the collection of unpaid invoices (e.g. collection agency, bailiff and/or lawyer fees) shall be borne *ipso jure* by the Co-contractor.

e. Prescription

Recupel's right to implement a rectification as referred to in this article is prescribed after seven calendar years preceding the current declaration period.

Each finding of a late, erroneous or missing declaration as well as the (whether or not deliberate) wrongful charging or reclaiming of Recupel contributions or amounts, in any manner whatsoever, either directly or indirectly, automatically interrupts, and without further formalities being required, the prescription of the obligation to pay the Recupel contributions or amounts owed as a result of the finding as well as those both correctly and wrongly charged or reclaimed. This interruption of the prescription also applies, where applicable, to calendar years following the year in which inaccuracies were found in the information communicated by the Co-contractor.

Any dispute with respect to the application of this Entry Agreement submitted to the court competent for this Entry Agreement interrupts the prescription period provided for in this Entry Agreement. A new prescription period of Recupel's right to implement a rectification of one calendar year begins to run, where applicable, on the day that the judicial decision has become final and no longer open to appeal, and this for all calendar years as of the last calendar year for which no prescription had taken effect at the moment the dispute was submitted to the competent court. This new prescription period can be interrupted in accordance with the provisions of the preceding paragraph.

8. Confidential handling of obtained data

Recupel, its representatives and third parties designated by it, undertake to keep confidential all financial or

commercial information that will be entrusted to them by the Co-contractor or of which Recupel may gain knowledge during the execution of the Entry Agreement.

This duty of confidentiality does not affect the information obligation that Recupel has or could have on the basis of the Legislation.

Recupel is authorised to include the name of the Co-contractor in a list of all co-contractors. This list may be used in whole or part in its own publications and/or announcements and may be communicated to the authorities competent for the WEEE take-back obligation. Except for the name of the Co-contractor, the use by Recupel of brands, logos or other identification elements of the Co-contractor, in particular for information purposes, is only possible on the basis of a written authorisation in which the terms of use are defined.

When the agreement with a Co-contractor is terminated, whether at the initiative of Recupel or of the Co-contractor, the reason for the termination may be made public.

9. Term of the agreement

This agreement is concluded for an unlimited term.

10. Modification of the agreement

Recupel reserves the right to unilaterally modify the provisions of this Entry Agreement and the specific provisions of the services at any time, subject to the approval of Recupel's governing body.

Any modification or extension of this Entry Agreement is deemed to form an integral part of this Entry Agreement.

Recupel shall inform the Co-contractor at least one month before the new provisions of the Entry Agreement or any other new service provisions enter into effect, by any means it deems suitable, including an online announcement on the Website specified by Recupel.

If the Co-contractor, as a result of such modifications, does not accept the new Entry Agreement, the Co-contractor may cancel the Entry Agreement within one month after notification of the modifications, via written notification to Recupel with proof thereof. In this case, the advance notice period as mentioned in article 11.a. of the present Entry Agreement does not apply. Under penalty of the sanctions provided for in this Entry Agreement, after notification of cancellation of the agreement, the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the day before the termination of the agreement. The normal audit period provided for in this Entry Agreement continues to run after termination of the agreement. Articles 11.b. and 11.c. also apply in this case.

11. End of the agreement

a. Cases of termination

No-fault termination

The Parties may unilaterally terminate the Entry Agreement subject to written notification with proof thereof if:

- The Co-contractor modifies his activity in the field of EEE; or
- The Co-contractor has been declared bankrupt, or has been wound up (other than within the framework of a reorganisation, such as a merger or split-up or an operation assimilated thereto, in accordance with the Code of Companies and Associations or similar legislation of another country); or
- Recupel should be dissolved or should definitively cease its activities (other than within the framework of a reorganisation, such as a merger or split-up or an operation assimilated thereto, in accordance with the Code of Companies and Associations or similar legislation of another country).

Under penalty of the sanctions provided for in this Entry Agreement, after notification of cancellation of the agreement the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the day before the termination of the agreement. The normal audit period provided for in this Entry Agreement continues to run after termination of the agreement.

In addition to the cases referred to above, the Parties may unilaterally cancel the Entry Agreement subject to written notification with proof thereof and subject to observance of an advance notice period of six months. The advance notice period begins to run as of the first calendar day of the month following the date of receipt of the cancellation notice. During this advance notice period the Parties remain obliged to fulfil all obligations on the basis of the Entry Agreement. Under penalty of the sanctions provided for in this Entry Agreement, after the end of the advance notice period the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the end of the advance notice period. The normal audit period provided for in this Entry Agreement continues to run after termination of the advance notice period.

Dissolution due to non-compliance

The Parties may *ipso jure* dissolve the Entry Agreement, without further formalities, in the event of any type of non-compliance with the obligations imposed on the basis of this Entry Agreement and insofar as said non-compliance is not remedied within 30 calendar days of receipt of a formal notice of default in which one Party demands that the other Party comply with an obligation under the Entry Agreement.

The formal notice of default must be made, under penalty of nullity, either by registered letter with acknowledgement of receipt or by means of a summons.

Under penalty of the sanctions provided for in this Entry Agreement, after termination of the agreement the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the end of the advance notice period. The normal audit period provided for in this Entry Agreement continues to run after termination of the agreement.

Without prejudice to any right to compensation of whatever kind, in the event of dissolution due to non-compliance, the sums paid by the Co-contractor remain permanently acquired by Recupel or in the event of dissolution due to non-compliance by Recupel sums unpaid by the Co-contractor remain permanently not due.

b. Announcement of the dissolution of the Entry Agreement

In the event of dissolution of the Entry Agreement, Recupel shall immediately inform the authorities competent for the WEEE take-back obligation thereof in writing.

c. End of Recupel's services

Unless otherwise agreed in writing between the Co-contractor and Recupel, Recupel, after termination of the Entry Agreement, shall no longer be responsible for the execution of the Take-back obligation for WEEE Marketed by the Co-contractor and this regardless of whether the WEEE involved was Marketed during periods for which a valid declaration was submitted of the number of marketed EEE and Recupel contributions were paid.

In principle, Recupel is prepared to conclude a different written agreement with the Co-contractor about the termination of the services if the Co-contractor's individual plan, approved by the authorities competent for the WEEE take-back obligation, provides sufficient guarantees that EEE Marketed during the execution of the individual plan can be distinguished from EEE Marketed during the term of the Entry Agreement.

In the event of termination of the current Entry Agreement, either due to non-compliance or based on no-fault, the Co-contractor shall provide a guarantee to the competent regional authorities from which it appears that the management of WEEE resulting from Household EEE Marketed during the term of this agreement will be financed. The guarantee can be in the form of recycling insurance, a blocked bank account or participation of the Co-contractor in suitable financial arrangements for financing the management of WEEE.

12. Applicable law

This Entry Agreement is governed by Belgian law.

13. Disputes

In case of a dispute regarding the validity, interpretation or execution of this Entry Agreement, the Parties undertake to consult with one another to seek an amicable settlement. In the absence of an amicable settlement, the dispute shall be submitted to the courts.

In case of a legal dispute, the courts of the judicial district of Brussels alone shall have jurisdiction.

14. Transitional provisions

1. Effective 1 January 2023, Recupel takes over from the Management Bodies all rights and duties concluded based on the entry agreements concluded by the Management Bodies. In this sense, each provision in this Entry Agreement that refers to Recupel must also be understood as if it refers to the Management Body.

2. As of 1 January 2023, the Management Body transfers all existing and future claims it holds against the Co-contractor to Recupel. Recupel shall draw up invoices or credit notes in accordance with the periodic declarations submitted by the Co-contractor for the Marketed EEE or for requests for refund of Recupel contributions as well as in accordance with corrections made by the Co-contractor via the annual declaration or in accordance with findings made as a result of an audit performed in application of this Entry Agreement.

15. Final provisions

1. Under no circumstances may the Co-contractor transfer the Entry Agreement without Recupel's advance written consent.
2. Barring notification methods specifically provided for in this Entry Agreement, any notification within the framework of this Entry Agreement can be made by any means deemed suitable by Recupel, including an online announcement on the Website specified by Recupel.
3. Unless the Co-contractor already concluded an Entry Agreement earlier with Recupel and consequently the transitional provisions apply, this Entry Agreement shall enter into effect on the date of acceptance of this agreement by the Co-contractor.

This acceptance appears from the communication of a fully completed identification form to Recupel in the manner provided for by this Entry Agreement and shall be confirmed by Recupel by granting access to the declaration portal.

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