



MODEL ENTRY AGREEMENT TO THE RECUPEL COLLECTIVE SYSTEM

Online Marketplaces Operators

BETWEEN THE UNDERSIGNED

The collective Recupel system:

RECUPEL, a non-profit association, registered in the RPR under company number 0473.923.093, with its registered office at Hermeslaan 11, 1932 Zaventem, represented for the purposes of this agreement by Mr. Eric Dewaet, CEO, duly authorized for this purpose,

Hereinafter referred to as "**Recupel**";

AND

The Joining Party:

[**name of joining company**], a [type of company], with VAT number [xxxx.xxx.xxx], with its registered office at [address of registered office], represented for the purposes of this agreement by [name of representative], [role of representative], who declares to be duly authorized for this purpose,

Hereinafter referred to as the "**Co-contractor**";

Both contracting parties are hereinafter collectively referred to as the "**Parties**."

CONSIDERING THAT:

This Entry Agreement applies between Recupel and the Co-contractor and aims to define the relationship between Recupel and the Online Marketplace Operators in light of the obligations imposed on them within the framework of the Take-back obligation.

IT IS AGREED THAT:

By signing this Entry Agreement to the collective Recupel system, specifically intended for Online Marketplace Operators, the Co-contractor declares that he has taken note of the provisions contained herein and unconditionally

agrees to them. By accepting this agreement, the Co-contractor formally joins the collective Recupel system for EEE placed on the Belgian market through its Online Marketplace. This applies to producers who are not affiliated with the Recupel system and do not individually fulfil their Take-back obligation, and for whom, consequently, the Co-contractor assumes responsibility for the Take-back obligation in Belgium. The current Entry Agreement does not apply to EEE that the Co-contractor has placed on the market himself as a producer and for which he must conclude an Entry Agreement as a producer.

The Co-contractor also confirms that he will provide all necessary data required for the registration process (see **Annex 1 – Registration Procedure – Online Marketplaces**), that this information is accurate, and that he commits to promptly informing Recupel of any changes to these data.

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 Producer of EEE 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 Online Marketplace Operator who, in certain cases as provided by the Legislation, may assume the obligations related to the Take-back obligation applicable to the Producers of EEE operating on their Online Marketplace and placing EEE on the market in Belgium by selling to consumers or end-users via the Online Marketplace. The operator wishes to rely on the collective Recupel system for this purpose and enters into this Entry Agreement with Recupel.

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 the specific accession to the Recupel collective system for Online Marketplaces Operators, 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.

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 for informational purposes 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 an Online Marketplace).

Online Marketplace

A digital platform, portal, or any other similar electronic means, application, or service that enables a Producer of EEE to conclude a distance contract, within the meaning of Article I.8, 15° of the Code of Economic Law, with users of the Online Marketplace.

Online Marketplace Operator

Any natural or legal person who, whether for valuable consideration or not, organizes or manages an Online Marketplace. Within the framework of this Entry Agreement, also referred to as "the Co-contractor."

Producer of EEE

The entity or person who places EEE on the market in Belgium as defined in the applicable regulations. Specifically, within the framework of this Entry Agreement, this refers to Producers of EEE who offer EEE directly to Belgian consumers or end-users through an Online Marketplace. This includes both foreign and Belgium-based sellers who use an Online Marketplace to sell their products.

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 that, under this Entry Agreement, fulfils the Take-back obligation imposed by the Legislation for WEEE on behalf of the Producers of EEE who are affiliated with the collective system, and on behalf of the Co-contractor, who is qualified as the Online Marketplace Operator and assumes responsibility for the obligations of the Producers of EEE operating on the Online Marketplace they manage.

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.

Returned EEE

Devices that have been purchased by a consumer or end-user via an Online Marketplace and are returned in accordance with applicable legislation and/or the return conditions of the Producer of EEE. Depending on the reason for the return (e.g., incorrect delivery/order or defect), these devices may qualify as EEE or WEEE.

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 becoming a member to a collective system (*in this case* Recupel).

Website specified by Recupel

Recupel publishes 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. In the context of this Entry Agreement, this refers to the collection, transfer, depollution, preparation for reuse, or the treatment and recycling of WEEE carried out by the Producers of EEE active on the Online Marketplace or by the Online Marketplace Operator itself, in the context of the legal Take-back obligation imposed on Producers of EEE.

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, who assumes responsibility for the Take-back obligation for EEE placed on the Belgian market via its Online Marketplace by producers not affiliated with the Recupel system and who do not individually fulfil their Take-back obligation, 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 (including the free 1-to-1 Take-back obligation for household appliances that the final seller is required to fulfil in the context of a consumer/end-user purchasing a new appliance that performs the same functions as the appliance being discarded, also applicable in the context of online sales).

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. This also applies to obligations under the Legislation and Environmental Policy Agreements that have been imposed on him or on the Producers of EEE, and which have not been expressly transferred to Recupel under 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, via email and/or 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 Returned EEE

(a) Periodic declaration

The Co-contractor undertakes to submit a full and accurate declaration, on a quarterly basis, no later than the 20th day following the end of a quarter, of the EEE brought to the Belgian market by Producers of EEE and Returned EEE, for both of which he assumes responsibility for the Take-back obligation:

- On the declaration page of the declaration portal, the Co-contractor must submit, for the EEE for which he assumes responsibility for the Take-back obligation, the number of items of EEE, per (sub-)category, that the Producers of EEE have placed on the market via the Online Marketplace managed by the Co-contractor, in the "Appliance brought to market" column. 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, for the EEE for which he assumes responsibility for the Take-back obligation, the number of items of EEE, per (sub-)category, that were returned to the Producers of EEE via the Online Marketplace managed by the Co-contractor, in the "Returnable" column. This applies, for example, to devices that were returned by consumers under the legal right of withdrawal or the producer's return policy (incorrect delivery or order, defect, etc.). 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.

Since the Co-contractor submits the above declarations via a "consolidated" declaration (i.e., without a breakdown of the EEE placed on the market or the goods for which a refund is requested per Producer of EEE), an attachment is added at the bottom of the declaration page for each declaration. This attachment takes the form of an Excel or PDF file and consists of a list of all Producers of EEE for whom these declarations have been submitted. If Recupel finds that certain Producers of EEE are themselves members of the Recupel system, the Co-contractor will be asked to provide a detailed breakdown of the reported quantities for these specific Producers of EEE. This will allow for the deduction of these quantities from the consolidated declarations, ensuring that no EEE is declared twice.

(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.

If adjustments are made via this annual declaration, the Co-contractor must also add an attachment at the bottom of the declaration page. If Recupel finds that certain Producers of EEE are themselves members of the Recupel system, the Co-contractor will be asked to provide a detailed breakdown of the reported quantities for these specific Producers of EEE. This will allow for the deduction of these quantities from the consolidated declarations, ensuring that no EEE is declared twice.

(c) Annual detailed declaration

The Co-contractor undertakes, at the request of Recupel, to provide an annual detailed declaration. This declaration covers the complete declarations relating to the preceding calendar year, broken down by Producer of EEE and by (sub-)category. The annual declaration enables Recupel to correct, if necessary, the consolidated declarations submitted throughout the year, including any reclassifications. These interim verifications are distinct from the controls provided for in Article 6 of the current Entry Agreement.

The declaration must be submitted in the form and manner as determined by Recupel. Should the Co-contractor fail to provide this annual detailed declaration in a timely manner and in accordance with the modalities prescribed by Recupel, he shall be liable for all consequences arising from this negligence.

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 annual WEEE Report, taking into account the applicable obligations under the Legislation and the Environmental Policy Agreements. Concretely, the Co-contractor reports in the WEEE Report on the WEEE that has been taken back under the Take-back obligation by the Producer of EEE operating on the Co-contractor's Online Marketplace and for which the Co-contractor assumes responsibility for the Take-back obligation.

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

Information obligation towards the Producers of EEE

The Co-contractor informs the Producers of EEE about the following rules regarding the display of Recupel contributions on invoices or promotional materials in the context of the sale of EEE.

The Co-contractor pays the Recupel contributions to Recupel for the EEE for which he assumes responsibility for the Take-back obligation and transparently passes these on to the Producer of EEE. Any additional costs charged by the Co-contractor to the Producer of EEE must be clearly stated separately from the Recupel contribution being passed on.

General Provisions

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

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

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 it is included in the price. Examples are available on the Website specified by Recupel.

Stating on advertising material

The Co-contractor and/or the Producer of EEE 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/ *Recupelbijdrage* 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 for which he assumes responsibility for the Take-back obligation, that the Producers of EEE Market in Belgium via the Online Marketplace managed by the Co-contractor.

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.

This payment obligation of Recupel contributions applies from the day the legal obligations for Online Marketplace Operators have come into effect or from the day the Entry Agreement comes into effect, with priority being given to the event that occurs first, until 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. If applicable, the collection from the Co-contractor who assumes responsibility for the Take-back obligation will be calculated proportionally based on the appliances Marketed via its Online Marketplace by each Producer of EEE active within this specific product category.

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 force of the Legislation imposing obligations on Online Marketplace Operators or from the entry into force of the Entry Agreement, with priority being given to the event that occurs first. This does not prevent Recupel from directly addressing Producers of EEE regarding their retroactive declaration obligation before the Co-contractor assumed it under the current Entry Agreement, if these Producers of EEE did not have an individual waste management plan.

If the Producers of EEE for whom the Co-contractor assumes responsibility for the Take-back obligation only Marketed these EEE from a later moment than when the obligation entered into effect for this EEE, declarations for this EEE must only be done from that moment onward. 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.

g. Authorised Representative for Producers of EEE established outside of Belgium

Each Producer of EEE 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. The Co-contractor with a Belgian establishment can assume the role of Authorized Representative for the Producers of EEE active on its Online Marketplace for whom it assumes responsibility for the Take-back obligation.

If the Co-contractor does not have a Belgian establishment, he must appoint an Authorized Representative who does have a Belgian establishment. This representative must then also assume the role of Authorized Representative for the Producers of EEE for whom the Co-contractor assumes responsibility for the Take-back obligation.

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.

The Co-contractor can request a refund of the Recupel contributions that he has paid to Recupel when Marketing EEE, if this EEE was returned to him or to the Producers of EEE active on his Online Marketplace and was therefore sent abroad.

In such a case, the appliance will have left the Belgian market.

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

If the Co-Contractor has reclaimed the initial Recupel contributions paid to Recupel from the concerned Producer of EEE, he shall reimburse the Recupel contributions recovered or deducted in the context of the refund, to the Producer of EEE who has taken back the Returned EEE, once the Co-contractor has received the contributions from Recupel.

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 audited period cannot be earlier than the date of entry into force of the Legislation imposing obligations on Online Marketplace Operators or the entry into force of the Entry Agreement, with priority being given to the first event that occurs. The above does not prevent Recupel from directly addressing and potentially inspecting the Producers of EEE regarding their retroactive declaration obligation before the Co-Contractor was responsible for it under the current Entry Agreement, provided that these Producers of EEE did not have an individual waste management plan.

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 and per Producer of EEE at the time of the declaration as calculated by the Co-contractor, the reports requested from an online system for the purpose of reporting, 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 submit his declaration for EEE Marketed by the Producer of EEE for whom he is responsible for the declaration obligation, 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 that 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 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 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 (see 4.c. regarding transparency).

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 Recupel contributions or amounts that were wrongly charged.

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. The foregoing does not, however, prevent Recupel from directly addressing the Producers of EEE regarding their retroactive declaration obligation before the Co-contractor assumed this responsibility under the current Entry Agreement, within the same statutory limitation 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. This Entry Agreement shall enter into force on the date of Recupel's written confirmation via electronic means, which also includes the login details for activating the username and creating a password.

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 and compliance with any obligations arising from the Legislation and Environmental Policy Agreements.

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

Producer of EEE for which the Co-contractor assumes responsibility for the Take-back obligation, 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 by the Producer of EEE for which the Co-contractor is responsible for the Take-back obligation 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. Conclusion through electronic signature

This Entry Agreement is concluded electronically. It will only be finalized and come into effect upon receipt of the written confirmation via electronic means, which also includes the login details for activating the username and creating a password (see **Annex 1 – Registration Procedure – Online Marketplaces**). The date indicated in this communication will be considered the start date of this Entry Agreement. The electronic signing of this Entry Agreement via the electronic platform chosen by Recupel will have the same validity, admissibility, and enforceability as an original signature. Each party will receive a fully signed copy of this Entry Agreement. The transmission of the fully signed Entry Agreement via email or the electronic platform chosen by Recupel will have the same legal effect as handing over an original.

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.

* * *

For the Co-contractor

For Recupel

Eric Dewaet, CEO

ANNEX 1 – Registration Procedure – Online Marketplaces

1. The Online Marketplace Operator wishing to join in order to assume the obligations of the Producers of EEE active on his Online Marketplace shall go to the Website designated by Recupel on the page specifically for 'Online Marketplaces.' This page contains the explanation regarding the registration procedure to be followed by the Online Marketplace Operator.
2. The Online Marketplace Operator will then be required to fill in all company details of the Online Marketplace, as well as information regarding the contact persons for the various roles (declarations of 'put-on-market,' WEEE Report, invoicing, main responsible). The Online Marketplace Operator must also select the (sub-)categories for which his Online Marketplace wishes to join Recupel. This must be completed based on the type of EEE sold by the Producers of EEE for whom the Online Marketplace Operator will submit declarations. The above information must be confirmed by the Online Marketplace Operator and approved by sending the signed confirmation letter back to Recupel.
3. The Online Marketplace Operator will then receive a confirmation via email that his application, if fully and correctly completed, has been forwarded to Recupel's "Team Declarations".
4. When Recupel receives the application and the above information from the Online Marketplace Operator, Recupel will contact the designated contact person via email, and possibly also by phone, to provide clarification regarding the current model Entry Agreement and the obligations it entails. At this point, the contact details to complete the model Entry Agreement will be requested from the Online Marketplace Operator, as well as the details of the Authorized Representative (in the case of a foreign Co-Contractor) and the person authorized to digitally sign the model Entry Agreement on behalf of the Online Marketplace Operator (name, first name, position, email address, mobile phone number).
5. The Online Marketplace Operator responds to the above request with the necessary information (see point 4).
6. Recupel will verify that the above information is complete and will complete the model Entry Agreement with this information before uploading it to the digital signature platform. The signatories will receive an email from the platform to review and sign the model Entry Agreement (via ID-reader, Itsme, email, or phone number). The Co-Contractor must ensure that his company details are correctly included in the model Entry Agreement. Once both parties have signed, the fully signed Entry Agreement will be sent via email to each of them.
7. Recupel will then send a confirmation via email stating that the declaration profile has been created with a 'user-name' and a link to create a password. **The date of this confirmation email will be considered the official membership date (see Articles 9 and 14) to the collective Recupel system and the official date of this Entry Agreement.**