

**Name:**

Company Identification Number (IČO):

Tax Identification Number (DIČ):

VAT Identification Number (IČ DPH):

Registered office/place of business:

Registered in the Commercial Register/the Trade Licensing Register maintained at:

Section:

Insert No.:/ Trade Licensing Register No.:

Acting by and through / Represented by:

Bank details: Bank account No.:

IBAN:

E-mail address:

**(the "producer of EEE" or the "producer")**

and

**Name: ASEKOL SK, s. r. o.**

Company Identification Number (IČO): 45 602 689

Tax Identification Number (DIČ): 2023076594

VAT Identification Number (IČ DPH): SK2023076594

Registered office at: Lamačská cesta 45, 841 03 Bratislava

Registered in the Commercial Register maintained at the District Court Bratislava I

Section: Sro

Insert No.: 66339/B

Acting by and through: Mgr. Ronald Blaho, Executive Director

Bank details: ČSOB, account No.: 25784753/7500

IBAN: SK507500000000025784753

E-mail address: info@asekol.sk

**(the "producer responsibility organization" or the "PRO" or "ASEKOL SK, s.r.o." or the "operator")**

**(the producer and the operator collectively referred to as the "parties")**

enter into, under Section 269(2) of Act No. 513/1991 Coll., the Commercial Code, as amended (the "**Commercial Code**") and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) of Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws (the "**Act**"),

on the day, month and year specified below, freely, seriously, certainly and comprehensibly, free of any factual or legal errors, not under duress or evidently disadvantageous conditions, and upon full agreement with the facts mentioned below, this

**Agreement on Performance of Specified Obligations  
(the "Agreement")**

Agreement identification number is: (to be added by the operator)

Producer's identification number is: (to be added by the operator)

## 1. Definitions

For the purposes of this Agreement, the following definitions shall apply:

**Act** means Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws, as amended.

**Original Act** means Act No. 223/2001 Coll. on Waste and on the Amendment and Supplement to Certain Laws, as amended.

**Producer** or **Producer of EEE** means a legal person or a natural person-entrepreneur who meets the legal definition under Section 32(16) of the Act.

**EEE** means any electrical or electronic equipment which meets the definition under Section 32(5) of the Act.

**WEEE** means EEE which meets the definition under Section 32(6) of the Act.

**Historical WEEE** means WEEE which originates from EEE placed on the market before 13 August 2005.

**WEEE from private households** means WEEE which originates from private households and from commercial, industrial, institutional and other sources which, because of its nature and quantity, is similar to that from private households; waste from EEE likely to be used by both private households and users other than private households shall in any event be considered to be WEEE from private households.

**WEEE other than from private households** means each WEEE which is not WEEE from private households and thus meets the definition under Section 32(8) of the Act.

**Producer responsibility organization** or **PRO** or **operator** or **ASEKOL SK** means **ASEKOL SK s.r.o.**, which, as of the signing date of this Agreement, performs the compliance scheme activities for the producer under the Original Act, and which, from 1 July 2016, will be ensuring for the producer, by this Agreement, the performance of the specified obligations under the Act, through the activities of a producer responsibility organization established under Section 28 of the Act in conjunction with Section 135(23), (24) and (25) of the Act.

**Distributor of EEE** means any natural person-entrepreneur or a legal person in the supply chain who makes EEE available on the market within its business activities; the distributor may at the same time be the producer of EEE. Where applicable, the provisions of this Agreement shall also apply to the distributor of EEE.

**Trustee** means a person authorised by the operator to verify whether the data on the quantity (the number of pieces and the weight) of EEE placed on the market by the producer of EEE are true and complete, and whether further obligations of the producer of EEE stipulated in this Agreement and/or the Act or the Implementing Regulations are performed. The trustee shall be contractually bound to keep and treat the data and/or information provided by the producer of EEE confidential. Under this Agreement, the trustee shall be designated by the operator.

**Recycling contribution** means a financial sum to be paid by the producer when placing EEE on the market to the PRO for future ensuring the management of WEEE originating from EEE from private households and for ensuring the management of WEEE not originating from EEE from private households; the recycling contribution is designed for the financing of the collection, transport, preparation for re-use, recovery, recycling, treatment, and disposal of the waste collected separately.

**General Business Terms (GBT)** means the PRO's general business terms which are issued by the operator and which form inseparable Annex No. 5 hereto.

**Ministry** means the Ministry of the Environment of the Slovak Republic.

**Register of Producers of EEE** means the register of the producers of specified products which is maintained and updated by the Ministry under the Act.

**Implementing Regulations** means all generally binding legal regulations issued under the Act, specifically the following regulations: (i) Decree No. 365/2015 Coll., laying down the waste catalogue, (ii) Decree No. 366/2015 Coll. on the record-keeping and reporting obligations, (iii) Decree No. 370/2015 Coll. on tariff rates for calculation of contributions to the Recycling Fund, on the list of products, materials and equipment, for which a contribution is required to be paid to the Recycling Fund, and on the details of an application form concerning a financial contribution granted by the Recycling Fund, (iv) Decree No. 371/2015 Coll., implementing certain provisions of the Act on Waste, (v) Decree No. 372/2015 Coll. on land-filling and temporary storage of metallic mercury, (vi) Decree No. 373/2015 Coll. on extended responsibility of producers of specified products and on management of specified waste streams.

**Original Implementing Regulations** means all generally binding legal regulations issued under the Original Act.

Other terms set out in this Agreement shall be construed in accordance with the Act and the Implementing Regulations.

**SR** means the Slovak Republic.

**Agreement** means the agreement on the performance of the specified obligations of the producer of EEE by the operator, which is concluded under Section 269(2) of the Commercial Code and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) of the Act, and which fully supersedes all existing agreements or arrangements concluded between the producer and the operator concerning ensuring the collective performance with respect to EEE under the Original Act.

## **2. Subject Matter of the Agreement**

- 2.1. By this Agreement, the operator undertakes to perform for the producer the specified obligations of the producer of EEE under the Act and the Implementing Regulations, and the producer undertakes to pay a consideration to the operator under the terms and conditions set out in this Agreement. By this Agreement, the operator as a compliance scheme established and existing under the Original Act shall ensure, until 30 June 2016, the collective performance of obligations for the producer of EEE under the Original Act and the Original Implementing Regulations, as well as under the Act and the Implementing Regulations.
- 2.2. Ensuring the performance of the producer's specified obligations under Clause 2.1 hereof relates and applies to the categories of EEE listed in Annex No. 1 hereto, which derives from the categories of EEE listed in Annex No. 6 to the Act.

## **3. Obligations of the Operator**

- 3.1. By this Agreement, the operator undertakes to ensure for the producer the fulfilment of all the specified obligations of the producer as the producer of EEE, specifically with respect to the categories of EEE listed in Annex No. 1 hereto, under the Act and the Implementing Regulations, except those obligations which must be performed by the producer individually as required under the Act or the Implementing Regulations.
- 3.2. By this Agreement or under this Agreement, the operator shall ensure for the producer as follows:
  - a) the take-back of WEEE and the separated collection of WEEE through a collection network of take-back/separated collection points in the territory of the Slovak Republic,
  - b) the transport of WEEE from take-back/separated collection points to treatment points,
  - c) the treatment, recovery and disposal of WEEE by an authorised person under the Act,
  - d) the fulfilment of minimum limits for the collection, recovery, re-use and recycling of the components, materials and substances under the Act and the Implementing Regulations; the producer expressly acknowledges that the

producer itself shall be responsible for the fulfilment of the obligations set out in Section 27(4)(e) and(g) of the Act pursuant to Section 27(11) of the Act,

- e) the keeping of demonstrable records of WEEE taken back and demonstrable records of WEEE collected separately,
  - f) the provision of assistance in informing consumers and in informing distributors, stores and processors, and in performing other information obligations for the producer by the PRO under the Act and/or the Implementing Regulations,
  - g) the proper and timely performance of the reporting and/or registration and/or record-keeping and/or information obligations of the producer under the Act and/or the Implementing Regulations,
  - h) the fulfilment of the specified obligations of the producer set out in the Act.
- 3.3. The operator shall be obliged to file for the producer an application for registration in the Register of Producers of Specified Products (the "**Register**") not later than 30 days of the signing of this Agreement, provided that the producer has not yet been registered in the Register; if the operator observes the set time limit, it shall not be held liable for any potential penalties that may arise from a failure to observe the time limit for filing the application for registration in the Register by the producer. If the producer has already been registered in the Register, specifically for a compliance scheme other than the compliance scheme ASEKOL SK or for a producer responsibility organization other than ASEKOL SK, the operator shall be obliged to update the data in the Register within 14 days of the signing of this Agreement, and the operator shall also submit, for the producer, to the Register a confirmation of conclusion of this Agreement pursuant to Section 30(3) of the Act. The operator undertakes to notify the Ministry of any change concerning registration of the data of the producer in the Register within 14 days of the day when the producer notified the operator of such a change, whereas the producer undertakes to notify the operator of each change concerning registration of the data of the producer in the Register within 14 days of the day when such a change occurred. If it relates to a change in the data pursuant to Section 30(7) of the Act, the producer undertakes to notify the operator of each such change concerning registration of the data of the producer in the Register pursuant to Section 30(7) of the Act within 7 days of the occurrence of such a change, and in such a case the operator undertakes to notify the Ministry of such a change concerning registration of the data of the producer in the Register within 7 days of the day when the producer notified the operator of such a change
- 3.4. The operator shall be obliged to provide all distributors of EEE who demonstrably sell the producer's EEE with sufficient assistance in the performance of their obligations under Section 37(1) and (3) of the Act (in particular, to ensure the collection of WEEE which the distributor of EEE has taken back, and provide it with necessary information regarding take-back), if such distributors request the operator for such assistance and provide the operator with necessary cooperation. Based on mutual agreement between the distributor of EEE and the operator, a take-back point may be established directly at the distributor of EEE's establishment, if sufficient conditions for this exist.
- 3.5. The operator shall be obliged to deliver, not later than 31 July of a calendar year, for the preceding year a written report under Section 28(4)(n) of the Act. The operator shall also be obliged to publish such a written report, to the extent of data stipulated under the Act, on its website [www.asekol.sk](http://www.asekol.sk).
- 3.6. The operator shall be obliged to issue to the producer a certificate concerning its involvement in the collective performance of the specified obligations through ASEKOL SK as a compliance scheme under the Original Act, or as a responsibility producer organization under the Act. The operator shall be entitled to mention the producer in the operator's presentation and/or promotional materials. The operator undertakes not to mention the business name (name) or the logo of the producer in such a manner or under such circumstances that would harm the reputation or legitimate interests of the producer which are known to the operator.
- 3.7. The operator undertakes to provide the producer, to a reasonable extent and free of charge, with professional advice on all matters relating to environmentally sound management of WEEE, to the extent stipulated in the Act and/or the Implementing Regulations.
- 3.8. The operator shall be obliged to submit to an annual audit of its management by an authorised independent financial auditor and annually publish the results of its management in the form of a report on the PRO's activities.
- 3.9. The operator undertakes to issue to the producer, after the end of a calendar year, not later than 31 March of the following calendar year, a confirmation of the extent of fulfilment of the producer's specified obligations set out in this Agreement and under the Act, for the preceding

calendar year. In this confirmation, the operator shall specify to the producer, whom it represents under this Agreement, the data on the extent of performance of the producer's specified obligations under Section 27(4)(e) and (g) of the Act, which the operator as the PRO performed for the producer in the preceding calendar year under this Agreement (i.e. the operator shall furnish the producer with the information on the status and extent of fulfilment of the obligation to meet the binding limits and objectives set out in Clause 3.2 (d) hereof).

- 3.10. The operator undertakes to provide services to the producer that uses the operator as a producer responsibility organization under non-discriminatory conditions.
- 3.11. The operator shall be obliged to keep confidentiality and protect information it will obtain in connection with this Agreement, except the cases where the Act or another generally legal regulation does not allow it to do so. The operator shall be responsible that also the trustee shall keep confidentiality and protect information it will obtain in connection with this Agreement, except the cases where the Act or another generally legal regulation does not allow it to do so.
- 3.12. The operator shall be obliged to maintain, for the term of this Agreement, its website and to operate and take care of its proper and reliable working (the current address of the website is [www.asekol.sk](http://www.asekol.sk)).
- 3.13. The operator shall be obliged to inform the producer that in the decisive period it has failed to ensure for the producer the fulfilment of the limits and obligations set out in Section 27(4)(e) and (g) of the Act, which the producer is obliged to fulfil by itself. This information shall also include the information as to for what quantity of EEE (kg) placed on the market by the producer or for what quantity of WEEE collected the operator has failed to ensure (i) the fulfilment of the objectives listed in Annex No. 3 to the Act, and (ii) the fulfilment of the binding objectives and limits of recovery and recycling for a specified waste stream listed in Annex No. 3 to the Act.
- 3.14. When performing the obligations under this Agreement, the operator shall be obliged to proceed as cost efficiently as possible, and when performing the obligations under this Agreement through third parties, to use only such third parties that perform their activities in accordance with legal regulations and the producer's legitimate interests.
- 3.15. The operator shall be obliged to compensate the producer for damage incurred by it for the operator failing to fulfil any obligation pursuant to this Agreement or the Act, or due to any untrue representation of the operator set out in this Agreement and its annexes. For the avoidance of any doubt, the damage of the producer shall also include any penalty which the producer will be obliged to pay in direct, factual causal link due to a breach of an operator's obligation under this Agreement or the Act.
- 3.16. The producer whose registered office or place of business is not in the territory of the SR may appoint the operator as an authorised representative under Section 27(4)(b) of the Act in conjunction with Section 27(18), (19) and (20) of the Act, whereas the operator shall provide the producer with maximum assistance.

#### **4. Obligations of the Producer**

- 4.1. The producer shall be obliged to keep, in a proper and demonstrable manner, continuously true, accurate and complete records of all EEE (the number of pieces and the weight in kg) which it places on the market in the SR and which has imported to the SR or produced in the SR, or exported from the territory of the SR to another EU/EC Member State, or exported from the territory of the SR to a state other than an EU/EC Member State, in accordance with this Agreement, the Act, the Implementing Regulations, and the GBT. The records must be demonstrable, mainly in connection with the producer's bookkeeping and record-keeping.
- 4.2. The producer undertakes to provide the operator, on a quarterly basis, in the form of statements (set out in the GBT), with true, accurate and complete information on the quantities of individual types of EEE which:
  - it has imported to the SR or produced in the SR,
  - it has placed on the market in the SR,
  - it has exported from the territory of the SR to another EU/EC Member State,
  - it has exported from the territory of the SR to a state other than an EU/EC Member State.

The producer shall be responsible for the correctness, completeness, accuracy and veracity of the information provided to the operator under this Agreement. The scope, form and structure of statements and the method of providing information and/or documents are set out in the GBT.

The GBT effective as at the signing date of this Agreement impose on the producer to deliver to the operator a duly filled-in statement solely in electronic form via the operator's information system located on its website; this shall not exclude a change of this regulation by an amendment to the GBT. The information provided is confidential and subject to Clause 3.12 hereof. If the producer sells, as part of its business activities, EEE in a manner under Section 37(3) of the Act, such EEE shall be kept in records as EEE placed on the market by the producer.

- 4.3. For the avoidance of any doubt, the parties have agreed that this Agreement shall not apply to EEE which the producer has placed on the market in the territory of the SR, produced in the territory of the SR, imported to the territory of the SR, exported from the territory of the SR to another EU/EC Member State, or exported from the territory of the SR to a state other than an EU/EC Member State before the effective date of this Agreement.
- 4.4. If the producer later discovers that the information provided under Clause 4.2 hereof does not reflect actual status or is inaccurate or incomplete or incorrect, the producer may agree on remedy by sending a corrective statement. If, under such a corrective statement, the operator becomes entitled to be paid an increased fee, the producer shall be obliged to also pay the operator a contractual penalty equal to a default interest under Clause 7.8 hereof, for the period from the day when a regular statement was to be delivered for the quarter for which the corrective statement is delivered, to the day when the corrective statement is delivered to the operator and the outstanding fee is paid. The producer shall be entitled to raise an objection that it has placed on the market a smaller quantity of EEE or other types of EEE than it has indicated in a statement, or that certain equipment is not EEE, only by delivering a corrective statement within the time limits mentioned below. As, on the basis of the statement, the operator is continuously providing the performance under the Agreement and ensuring the proper management of EEE and WEEE, an objection that has been raised later cannot be taken into account.
- 4.5. The producer shall be obliged to deliver a regular statement together with the information under Clause 4.2 hereof to the operator, at each time not later than 14 calendar days of the end of a respective calendar quarter for which data are delivered; it shall be obliged to deliver a corrective statement within 5 calendar days of discovering the facts set out in Clause 4.4 hereof. The corrective statement for the first quarter and for the second quarter of a respective calendar year, based on which the producer should pay a higher fee or a lower fee, can be delivered, considering continuous ensuring the performance of the producer's obligations by the operator, not later than 6 months of the end of the first calendar quarter or of the second calendar quarter of a respective calendar year for which data are delivered. The corrective statement for the third quarter of a respective calendar year, based on which the producer should pay a higher fee or a lower fee, can be delivered not later than 31 December of a respective calendar year. The corrective statement for the fourth quarter of a respective calendar year, based on which the producer should pay a higher fee or a lower fee, can be delivered not later than 28 February of a following calendar year.
- 4.6. If the producer fails to provide the operator a regular Statement within 14 calendar days of the end date of a respective calendar quarter for which data are provided, the parties have agreed that in such a case the operator shall not submit for the producer an additional corrective notification pursuant to the Act and the Implementing Regulations, to neither the Ministry of the Environment of the SR nor the Recycling Fund, and in such a case the parties have agreed that the producer alone shall submit the corrective notification pursuant to the Act and the Implementing Regulations to both the Ministry of the Environment of the SR and the Recycling Fund. The preceding sentence shall not apply to cases where the producer submits duly and timely to the operator a regular Statement under Clause 4.5 hereof, and subsequently the producer submits duly and timely to the operator a corrective Statement, and in such a case the operator shall submit for the producer the corrective Statement pursuant to the Act and the Implementing Regulations to both the Ministry of the Environment of the SR and the Recycling Fund.
- 4.7. If requested, the producer undertakes to allow the operator to check the correctness, veracity and completeness of the information provided under Clauses 4.2 and 4.3 on the quantity (the number of pieces and the weight) of EEE, in particular, by suffering the conduct of a check by the trustee or directly by the operator under the Agreement, and to that effect, the producer shall provide the trustee or the operator with all necessary assistance.
- 4.8. The producer undertakes to grant the operator, for the purpose of filing an application for registration of the producer in the Register, a written power of attorney (Annex No. 4 to the GBT) and provide it with other documents, including required extracts from the Commercial Register, or the Trade Licensing Register, all this within 7 (seven) days of the signing of this

Agreement. The operator undertakes to deliver to the producer the written power of attorney under the preceding sentence, as well as the power of attorney to represent the producer in the performance of the reporting obligations under Clause 3.2 (g) hereof, not later than at the signing of this Agreement. The producer shall be obliged to promptly notify the operator of any change in the registered data so that the operator can have a sufficient time to notify the change under the Act and the Implementing Regulations. The producer shall be responsible for the correctness, completeness and veracity of all information indicated by the producer. The producer is aware of the fact that as long as it has obligations under the Act also in relation to EEE other than that listed in Annex No. 1 hereto, the producer shall be obliged to promptly inform the operator of this fact; subsequently, the producer shall be obliged to propose to the operator the conclusion of an amendment to this Agreement also for such EEE that is not listed in Annex No. 1 hereto, and after signing such an amendment, the operator shall arrange for registration of the producer in the Register also with respect to such other groups of EEE.

- 4.9. The producer undertakes to provide the operator with assistance necessary for the performance of obligations under this Agreement in order to consummate this Agreement and to fulfil the producer's obligations being performed through the operator as the PRO under the Act and the Implementing Regulations, including the provision, if any, of further information and/or data and/or documents necessary for proper ensuring the separated collection, take-back, treatment, recovery and disposal of WEEE, in particular, to deliver to the operator the data on the quantity of EEE placed on the market for four (4) quarters preceding the quarter in which this Agreement became effective, not later than seven (7) days of the signing of this Agreement.
- 4.10. The producer undertakes to duly and timely pay the contributions and fees under Clause 7 hereof for the services provided to the producer by the operator under this Agreement.
- 4.11. The producer undertakes to provide the operator with all information and/or documents that are necessary for WEEE treatment, in particular, the data under Section 27(4)(c) of the Act and Section 34(1) of the Act, primarily the data on the material composition of WEEE and the content of hazardous substances contained therein, the method of WEEE dismantling, and the possibilities of WEEE re-use and recycling and the method of WEEE material use, or the method of WEEE disposal. The extent, structure, time limits and method of information provided under this clause are set out in the GBT.
- 4.12. The producer undertakes to be actively involved in the consumer information system, operated by the operator, primarily by informing the consumer, in the operator's accompanying documents to EEE supplied to the market of the SR, or in other appropriate and sufficient manner, about its involvement in the system of collective performance of the producer's specified obligations through ASEKOL SK as a producer responsibility organization, about WEEE take-back points and WEEE separated collection points, about the requirement that WEEE is not disposed of together with mixed municipal waste, as well as about the consumer's role in WEEE re-use and WEEE material or other use, and about possible harmful effects of hazardous substances contained in WEEE on the environment and human health, primarily by a reference to the operator's website ([www.asekol.sk](http://www.asekol.sk)) .
- 4.13. The producer shall be obliged to notify the operator in writing of any change in its details specified in the heading of this Agreement, without undue delay, not later than 14 days of the change in such details; this shall not affect Clause 4.7 hereof. The producer shall be obliged to notify the operator in writing, without undue delay, of the start of an inspection of performance of its specified obligations of the producer of EEE under the Act or the Implementing Regulations or other generally binding legal regulations relating to the Act and/or the Implementing Regulations by competent public authorities in the field of waste management, and in such a case, the operator undertakes to provide the producer, without undue delay, with necessary assistance and general advice in such an inspection.
- 4.14. The producer shall be obliged to perform toward the operator as a producer responsibility organization all obligations of the producer laid down under the Act and/or the Implementing Regulations, primarily the producer's obligations laid down in Section 27(12) of the Act.
- 4.15. The producer whose registered office or place of business is not in the territory of the Slovak Republic shall be entitled to grant the operator as a proxy a written power of attorney under, to the extent and in the manner set out in Section 27(18), (19) and (20) of the Act.

## **5. Obligations of the Parties**

- 5.1. The operator has a right:

- a) to use the logos of the producer under Annex No. 3 hereto during the entire period of validity and effectiveness of this Agreement, however, only with a view to informing third parties about the producer's involvement in the system of collective performance of the specified obligations of the producer through ASEKOL SK as the PRO,
- b) to authorise third parties possessing all statutory permits and authorisations to perform certain activities under this Agreement, and to use third parties possessing all statutory permits and authorisations in WEEE management; the parties have agreed that the operator shall be responsible for the services provided by third parties, as if such services were provided by the operator itself,
- c) to use publicly, for the purposes of record-keeping and presentation of the system of collective performance of the specified obligations of the producer through ASEKOL SK as the PRO, the information on the quantity of EEE provided by the producer to the operator under Clause 4.2 hereof in a consolidated form not enabling back identification of the information concerning a single producer.

5.2. The producer has a right:

- a) to ask the operator to set the amount of a contribution for EEE which is not listed in the valid contributions tariff,
- b) in case of any doubt, to ask operator to classify EEE in the respective category of EEE,
- c) to ask the operator to convoke and subsequently hold an ad hoc working group meeting attended by 1 (in words: one) representative of each producer with whom the operator has concluded the same agreement as this Agreement,
- d) to present proposals for modifications of the operation of the producer responsibility organization, which will result in greater efficiency of the producer responsibility organization,
- e) to use the logo of the operator under Annex No. 4 hereto only subject to the conditions and to the extent under the GBT; however, such a use of the logo is not mandatory.

5.3. The parties hereby mutually grant the express consent to the sending of messages, information, message receipt confirmations, reminders and other notices concerning this Agreement and its performance by electronic means, primarily by e-mail, to their electronic contacts (usually to e-mail addresses) specified in the heading of this Agreement or later notified in writing to the other party. This consent shall also apply to the sending of commercial notices in the matter of ensuring the performance under the Act and the Implementing Regulations, and providing related services. The parties have hereby expressly agreed that the acts such as withdrawal from the Agreement and/or termination of the Agreement by notice must only be delivered in written (paper) form by registered mail.

5.4. The operator hereby agrees that the producer has a right to deduct the payment, made by the producer for the performance of the specified obligations, for the quantities of EEE with respect to which the producer shall prove to the operator a cross-border transport to a Member State or export to a state other than a Member State. The operator's fee under this Agreement shall be reduced by the amount of the proved payment under the preceding sentence on the basis of a separate amendment concluded to this Agreement.

## **6. Method of Setting Amounts of Recycling Contributions, System Charge to Operator, and Charge for Authorised Representative's Services**

6.1. A recycling contribution shall be borne by the producer as a producer of EEE which is listed in Annex No. 1 hereto; the recycling contribution includes all financial costs of the operator associated with the collection, transport, preparation for re-use, recovery, recycling, treatment, and disposal of the waste collected separately that is a part of a specified waste stream, specifically waste from EEE listed in Annex No. 1 hereto.

6.2. The recycling contributions tariff under this Agreement shall be issued by the operator. The recycling contributions tariff usually contains unit rates of contributions, separately for each category of respective EEE. In addition, the recycling contributions tariff also contains a system charge expressed in a lump sum for a calendar year; the system charge serves to cover a part of the operator's fixed costs associated with the service to individual clients (the producers of EEE



in a category of EEE) irrespective of the quantity of EEE placed by them on the market, in accordance with the equal treatment principle. If the producer uses the services of the operator as an authorised representative under Clause 3.16 hereof, the producer shall be obliged to pay the operator also the charge for the authorised representative's services.

- 6.3. The operator shall be obliged to evaluate and assess, at least once a year, the amount of the tariff rates of all recycling contributions for each category of respective EEE, primarily with regard to both achieved and estimated costs incurred in operating the system of collective performance of the specified obligations, and with regard to the quantity (the number of pieces and the weight) of EEE placed on the market. To that end, the operator sets up ad hoc working advisory groups comprising the producers' representatives and the system's operator, which evaluate and assess the recycling contributions.
- 6.4. The operator shall be entitled to publish, via its information system, a change in the rates of a recycling contribution (contributions), at least two months prior to the effective date of such a change; such a notice (publication) shall be considered to have been given (made) to the producer on the date of posting such a notice in the information system. Such a notice shall be considered to be a proposed change in the recycling contributions rates and must specify the quarter from which the change is to occur.
- 6.5. In the event of publication of the operator's notice under Clause 6.4 hereof of a change in the rates of recycling contributions (contribution), the producer shall be entitled to withdraw from this Agreement in writing; such withdrawal, under Clause 6.5 hereof, constitutes an exclusive instrument agreed by the parties to express disagreement with the proposed change in the rates of recycling contributions (contribution). The producer may exercise the right to withdraw from this Agreement under Clause 6.5 hereof only within 1 (in words: one) month of the publication of such a notice, and the withdrawal notice must state the express reference to this Clause 6.5 hereof. If the withdrawal from the Agreement is not in writing, or the withdrawal notice does not contain the express reference to this Clause 6.5 hereof or is delivered to the operator after the lapse of the one-month time limit, then it shall apply that such withdrawal from the Agreement, made under Clause 6.5 hereof, is ineffective and does not produce any legal effects in respect of the parties.
- 6.6. If the producer withdraws from the Agreement following the procedure under Clause 6.5 hereof, the Agreement shall extinguish on the day immediately preceding the calendar quarter from which the new rates of recycling contributions were to apply.
- 6.7. If, after publication of the operator's notice under Clause 6.4 hereof, the producer does not withdraw from the Agreement following the procedure under Clause 6.5 hereof, then it shall apply that the producer has accepted the operator's proposed change in the rates of recycling contributions and the producer shall be obliged to pay the operator the fee according to the changed rates of recycling contributions which shall then be binding on both parties. This shall also apply where the producer pays the fee calculated according to the changed rates of recycling contributions, or where the producer takes vis-à-vis the operator other legal act constituting the acceptance of the proposed change in the rates of recycling contributions.
- 6.8. The procedure set out in Clauses 6.4 to 6.7 hereof shall apply mutatis mutandis to changes in the system charge made by the operator and/or changes in the charge for the authorised representative's services made by the operator.

## **7. Fee Amount and Payment Terms**

- 7.1. A fee shall be paid for the services provided by the operator to the producer, consisting in ensuring the performance of the subject matter under this Agreement. The operator's fee under this Agreement shall consist of the recycling contribution and the system charge, and the charge for the authorised representative's services. The operator's fee shall not include value added tax, excise duties and other similar taxes or charges applying to the provision of the service consisting in ensuring the performance of the subject matter under this Agreement; if the operator becomes obliged to pay such taxes or charges when providing the services concerned (as of the date of the Agreement, it is the obligation to pay value added tax – the "VAT"), the producer undertakes to pay the operator such paid taxes or charges in addition to the fee under this Agreement.
- 7.2. The amount of the fee representing a recycling contribution shall be calculated based on the total quantity of EEE which the producer has placed on the market of the SR (including EEE it has imported to the SR and produced) in a respective calendar quarter, in accordance with the operator's applicable contributions tariff set out in Annex No. 2 hereto, in a way that a respective item of the recycling contributions tariff shall be multiplied by the corresponding quantity of EEE

placed on the market in the SR either in pieces or kilograms. The VAT in the statutory amount under the valid and effective VAT Act shall be added to thus calculated amount.

- 7.3. The system charge is set in the operator's recycling contributions tariff listed in Annex No. 2 hereto as an annual lump sum. The amount of the system charge for a respective quarter shall be set as one fourth of the annual amount of the system charge. The VAT in the statutory amount under the valid and effective VAT Act shall be added to this sum. If, in a certain quarter, the Agreement was in force and effect only during a part of such a quarter, for the purposes of calculating the system charge it shall be proceeded as if the Agreement were in force and effect during such an entire quarter.
- 7.4. The charge for the authorised representative's services is set in the operator's recycling contributions tariff listed in Annex No. 2 hereto as an annual lump sum. The amount of the charge for the authorised representative's services for a respective quarter shall be set as one fourth of the annual amount of the charge for the authorised representative's services. The VAT in the statutory amount under the valid and effective VAT Act shall be added to this sum. If, in a certain quarter, the Agreement was in force and effect only during a part of such a quarter, for the purposes of calculating the charge for the authorised representative's services it shall be proceeded as if the Agreement were in force and effect during such an entire quarter.
- 7.5. The recycling contribution shall not be paid for those quantities of EEE with respect to which the producer shall prove to the operator a cross-border transport to a Member State or an export to a state other than a Member State.
- 7.6. The services for which the fee is paid shall be provided on a quarterly basis following from the statements under Clause 4.2 hereof. Under the VAT Act, services shall be deemed to have been provided on the date of delivery of a regular statement or on the date of delivery of a corrective statement that meets all particulars set out in the GBT to the operator. The operator shall be obliged to issue, within fifteen (15) calendar days after the effectuation of a taxable transaction, a tax document by which it will charge a fee for a respective period.
- 7.7. The fee shall be credited via wire transfer to the operator's account, unless, in respect of a specific payment, the producer and the operator agree otherwise. In mutual payments, the parties undertake to use respective variable symbols, if specified in an invoice (tax document). Bank charges shall be borne by each party individually.
- 7.8. The parties have agreed, for the event of the producer's delay in the performance of any monetary obligation to the operator under this Agreement, on a 0.05% default interest on the amount due for each commenced day of the producer's delay in the payment of the amount due to the operator. During the producer's delay in the payment of the fee, the operator does not delay in the performance. The operator's claim to seek damages from the producer shall not thereby be affected.
- 7.9. The parties have also agreed, for the event of the producer's delay in the performance of any monetary obligation to the operator under this Agreement (in addition to and beyond the scope of the default interest under Clause 7.8 hereof), on a contractual penalty of 0.05% of the amount due for each commenced day of the producer's delay in the payment of the amount due to the operator. The operator's claim to seek damages from the producer shall not thereby be affected.
- 7.10. The parties have also agreed, for the event of the producer's delay in the performance of any monetary obligation to the operator under this Agreement (in addition to and beyond the scope of the default interest under Clause 7.8 hereof and, at the same time, in addition to and beyond the scope of the contractual penalty under Clause 7.9 hereof), on a 12% interest p. a. on the amount due, commencing on the first day of delay until the day of full payment of the amount due. The operator's claim to seek damages from the producer shall not thereby be affected.
- 7.11. A tax document may also be issued in electronic form; the operator shall be obliged to issue the tax document containing the particulars laid down in the generally binding legal regulations of the SR.

## **8. Checks, Confidentiality, and Penalties**

- 8.1. The producer undertakes to promptly allow the trustee, upon the operator's prior written notice, however, not later than 30 days of the delivery date of the written notice, to verify the correctness, veracity and completeness of the information provided and the performance of the obligations stipulated in this Agreement, by the producer disclosing to the trustee business and accounting documentation relating to the setting of the quantity (the number of pieces and the

weight) of EEE placed by the producer on the market in the Slovak Republic, including EEE imported by the producer to the territory of the SR, exported from the territory of the SR to another EU/EC Member State or exported from the territory of the SR to a state other than an EU/EC Member State and produced by the producer in the territory of the SR. The operator shall not be entitled to require such a check more than once every six months. The above shall also fully apply in relation to the check of performance of the producer's obligations under Section 27(12)(b) of the Act and Section 27(12)(c) of the Act by the trustee under this Clause 8 hereof.

- 8.2. The producer shall be obliged to duly and timely provide the trustee with assistance necessary for proper conducting the check under this Agreement, primarily to provide the trustee with the true, accurate and complete information relating to EEE and relating to the performance of the producer's obligations under the Act and this Agreement, to allow him to inspect its accounting documents, business documents and other papers and support documents which have a relation to EEE management, and allow him, under normal conditions, to access its establishments and warehouse premises. An operator's employee shall be entitled to participate in the check together with the trustee.
- 8.3. If it is discovered, based on a duly conducted check or based on the reporting of a correction of data by the producer, that the producer has placed on the market of the SR more or less EEE than it has reported, the operator shall issue an additional invoice or an additional letter of credit, following from the operator's contributions tariff applicable at the time when such EEE was supposed to be reported by the producer.
- 8.4. If the trustee discovers, in respect of any contribution period, that the quantity of EEE placed on the market in the SR reported by the producer is lower than the actual quantity by more than 5%, the producer shall be obliged to pay the operator a contractual penalty equal to 100% of the arrears arisen. This provision shall also apply where the producer sends a corrective statement after the start of a check by the trustee.
- 8.5. By a mandate agreement, the trustee is bound toward the operator by the absolute confidential treatment of information he obtains when checking the veracity, accuracy and completeness of the information provided. The trustee shall be obliged to proceed with professional care and protect the producer's legitimate interests.
- 8.6. In particular, the trustee is forbidden to provide detailed information he has discovered to other persons, including other producers. The trustee may not provide such information to the operator's employees and statutory bodies or their members, save for a summary report on conducting a check and save for the situation described in Clause 8.4 hereof.
- 8.7. The operator shall be responsible to the producer for confidential treatment of information it has been provided or it has obtained in its activity under this Agreement directly or through the trustee. This shall not affect entitlement of the parties to disclose confidential information to their attorneys, tax advisors, auditors or other persons bound by the confidentiality obligation under a specific legal regulation; such persons must be advised of such confidentiality.
- 8.8. The operator shall be obliged to take technical and organizational measures to protect confidential information. The operator shall be obliged to instruct its employees and members of its bodies on the obligation to keep confidentiality under this Agreement, and shall be obliged to duly check whether they comply with such a confidentiality obligation. The operator's employees and members of its bodies may not disclose the confidential information they have learned in connection with this Agreement also to the operator's other employees or members of the operator's bodies, unless necessary for the performance of their work tasks or from the aspect of their position, or abuse such information in any manner whatsoever.
- 8.9. Confidential treatment of information shall not exclude publication of summary anonymised information on the quantity of EEE placed on the market.
- 8.10. The information on the signing, term, amendment, or expiry of validity and effectiveness of this Agreement, or on the scope of categories of EEE to which the Agreement applies, shall not be considered as confidential.
- 8.11. The operator shall be entitled to ask the producer to allow it to verify the correctness, accuracy and completeness of the information provided and the performance of the obligations stipulated in this Agreement following the procedure under this Article, also in the period of 6 months after the expiry of this Agreement; in such a case, the provisions of this Agreement relating to conducting a check, including penalties, if any, shall apply *mutatis mutandis*.
- 8.12. If the operator breaches or fails to fulfil any of its obligations set out in Clause 3 hereof (except Clauses 3.8 and 3.11 hereof), the producer shall be entitled to charge the operator the

contractual penalty of EUR 400 for each individual event of a breach of the obligation by the operator set out in Clause 3 hereof (except Clauses 3.8 and 3.11 hereof).

- 8.13. If the producer breaches or fails to fulfil any of its obligations set out in Clause 4 hereof, the operator shall be entitled to charge the producer the contractual penalty of EUR 400 for each individual event of a breach of the obligation by the producer set out in Clause 4 hereof.
- 8.14. In addition to the penalties agreed in Clauses 8.12 and 8.13, the following special penalties shall apply:
- a) If the operator breaches the confidentiality obligation under Clause 3.11., it shall be obliged to pay the producer the contractual penalty of EUR 2,000 for each event of a breach of this obligation.
  - b) If the producer does not allow the trustee to conduct a check under Clause 8.1 or 8.2, or fails to provide necessary assistance for conducting a check, the operator shall be entitled to charge the producer the contractual penalty of EUR 2,000 for each individual frustrated check or for each individual event of a failure to provide assistance by the producer that will frustrate conducting a check by the trustee.
  - c) If the producer fails to duly and timely submit a statement in accordance with Clause 4.5 hereof, it shall be obliged to pay the operator the contractual penalty of EUR 200 for each day of delay in submitting the statement.
  - d) If the producer breaches its obligation under Clause 8.16 hereof (i.e., the producer's obligation set out in Section 27(12)(b), (c) or (d) of the Act), the operator shall be entitled to charge the producer the contractual penalty of EUR 2,000 for each individual event of a breach of the producer's obligation under Clause 8.16 hereof.
  - e) If the producer does not allow the operator to conduct a check under Clause 8.17 hereof, the operator shall be entitled to charge the producer the contractual penalty of EUR 2,000 for each individual frustrated check or for each individual event of a failure to provide assistance in such a check by the producer to the operator, also repeatedly.
- 8.15 The occurrence of a claim to the contractual penalty shall not affect claims to damages or claims to a return of unjust enrichment or a claim to payment of default interest.
- 8.16 The producer shall be obliged to perform, towards the operator, the obligations laid down in Section 27(12)(b), (c) and (d) of the Act. In such a case, the operator shall have towards the producer the same authorisations and rights as those of the trustee towards the producer under Clauses 8.1 to 8.4 hereof. Clause 8.3 and Clause 8.4 hereof shall apply to this provision of the Agreement accordingly.
- 8.17 The operator shall be obliged to perform, towards the producer, the obligations laid down in Section 28(4)(j) of the Act. In such a case, the operator shall have towards the producer the same authorisations and rights as those of the trustee towards the producer under Clauses 8.1 to 8.4 hereof. Clause 8.3 and Clause 8.4 hereof shall apply to this provision of the Agreement accordingly.

## **9. Term**

- 9.1. This Agreement becomes valid and effective on the date when signed by both parties.
- The producer hereby bindingly and irrevocably represents to the operator that prior to the conclusion of this Agreement it has acquainted itself in detail with the recycling contribution rates and the system charge and the charge for the provision of the authorised representative's services, listed in Annex No. 2 hereto, applicable to a producer involved in the system of collective performance of the specified obligations by ASEKOL SK as the PRO.
- 9.2. This Agreement is executed for a definite period of time during which ASEKOL SK holds an authorization for the performance of activity of the responsible producers' organization.
- 9.3. A party may terminate this Agreement by written notice also without giving a reason, at each time as at 31 December of a calendar year, and such a written notice must be delivered to the other party not later than at 30 September of a calendar year.
- 9.4. In addition to the termination under Clause 9.3 hereof, the producer shall also be entitled to terminate this Agreement on the grounds, under the conditions and in the manner laid down in Section 27 (14)(a) of the Act.
- 9.5. The operator shall be entitled to withdraw from this Agreement in the following cases:

- a) if the decision declaring bankruptcy over the producer's assets or the decision commencing restructuring proceedings in respect of the producer's assets is issued, or the petition for declaration of bankruptcy over the producer's assets is dismissed due to lack of assets, or if bankruptcy over the producer's assets is cancelled because the producer's assets are not sufficient to cover the expenses and fee of the bankruptcy trustee, or bankruptcy proceedings in respect of the producer's assets have been discontinued due to lack of assets, or if bankruptcy over the producer's assets has been cancelled due to lack of assets,
  - b) if the producer delays in the performance of any of its obligations under Clause 4 hereof for more than 1 month,
  - c) if the producer delays in the payment of any pecuniary performance to the operator for more than 2 months,
  - d) if the producer fails to duly and timely provide assistance to the trustee in conducting a check under Clause 8.1,
  - e) if the producer fails to provide the operator, despite its written notice, with the assistance the operator needs for the performance of its obligations under this Agreement,
  - f) if the producer breaches its obligation under Clause 8.16 hereof.
- 9.6. The producer shall be entitled to withdraw from this Agreement in the following cases:
- a) if the decision declaring bankruptcy over the operator's assets or the decision commencing restructuring proceedings in respect of the operator's assets is issued, or the petition for declaration of bankruptcy over the operator's assets is dismissed due to lack of assets, or if bankruptcy over the operator's assets is cancelled because the operator's assets are not sufficient to cover the expenses and fee of the bankruptcy trustee, or bankruptcy proceedings in respect of the operator's assets have been discontinued due to lack of assets, or if bankruptcy over the operator's assets has been cancelled due to lack of assets,
  - b) if there occurred other material fact, as a result of which the operator is no longer able to perform the producer's obligations laid down in Section 27(4)(d) to (k) of the Act, which it has assumed under this Agreement.
- 9.7. Withdrawal from the Agreement becomes effective upon delivery of the written notice of withdrawal from the Agreement to the other party. Withdrawal from the Agreement shall not affect the right of the withdrawing party to the contractual penalty, damages, or other rights arisen for it under this Agreement.
- 9.8. Termination of and withdrawal from the Agreement must be made in written (paper) form and the termination notice or the withdrawal notice must be delivered by registered mail to the mailing address of the other party specified in the heading of this Agreement, or to other address, if the other party has notified of a change in the address in writing, unless otherwise provided in this Agreement. If the addressee does not accept a mail consignment or collect it within the deposition period, the last day of the deposition period, based on agreement of the parties, shall be considered as the delivery date. This shall not exclude a possibility of delivering the termination notice or the withdrawal notice via courier or in other demonstrable manner.
- 9.9. If the producer delays in payment to the operator of any fee or any part thereof under this Agreement for more than 20 calendar days after the maturity date of the respective fee or part thereof under this Agreement, the operator shall be entitled to request the producer in writing to promptly make an additional payment of the fee or part thereof, and if, despite such a written notice, the producer fails to pay the operator the fee due or the part thereof due, the operator shall be entitled, after the lapse of 30 calendar days calculated from the maturity date of the respective fee or part thereof that has not been paid within that 30-day period, to withdraw from this Agreement in writing, and in such a case the withdrawal from this Agreement becomes effective on the date of delivery of the withdrawal notice by the operator to the producer, whereas the withdrawal from the Agreement may be made in written (paper) form and the withdrawal notice must be sent to the address of the producer's registered office, or in the form of delivery of an e-mail containing a PDF scan of the withdrawal notice sent to the producer's e-mail address specified in the heading of this Agreement.
- 9.10. In the event of expiry of this Agreement, the parties shall be obliged to mutually settle their obligations under this Agreement; in particular, the producer shall be obliged to deliver to the operator the statement also for the term of this Agreement for which the operator has not delivered it yet, in the manner and within the time limits stipulated in this Agreement; the operator shall be then obliged to bill the fee for such a period and the producer shall be obliged to pay the fee under such a bill, all this under the threat of penalties set out in this Agreement. The obligations of the operator in relation to EEE, for which it has received from the producer,

during the term of the Agreement, the fee in accordance with this Agreement, shall not be affected by the expiry of the Agreement.

## **10. Final Provisions**

- 10.1. The parties undertake to comply with the GBT. By signing this Agreement, the producer acknowledges that prior to concluding this Agreement it has acquainted itself duly, in detail and thoroughly, and agrees without any reservations, with the provisions of the GBT.
- 10.2. The operator shall be entitled to publish, via its information system, any amendment to the GBT at least two months prior to the effective date of such an amendment; such an announcement (publication) shall be considered to have been made to the producer on the date of posting such an announcement on the website concerned, and the announcement must specify the date on which such an amendment to the GBT becomes effective. In the event of making by the operator of the announcement of an amendment to the GBT, the producer shall be entitled to withdraw from this Agreement in writing; a withdrawal constitutes an exclusive instrument, agreed upon by the parties, to express disagreement with the proposed amendment to the GBT. The producer may exercise the right to withdraw from this Agreement only within one month of the publication of the announcement, and the withdrawal notice must state the express reference to this provision of the Agreement; if the withdrawal is not made in writing, or the withdrawal notice does not contain the express reference to this provision of the Agreement or is delivered to the operator after the lapse of the one-month time limit, then the withdrawal shall be ineffective and shall not produce any legal effects in respect of the parties. If the producer validly withdraws within said time limit, the Agreement shall extinguish on the day preceding the day on which the amendment to the GBT becomes effective. If, after publication of the announcement of an amendment to the GBT, the producer does not withdraw from the Agreement, it shall be presumed that the producer has accepted the proposed amendment to the GBT, and the amendment to the GBT shall be binding on both parties. This shall apply to the announcement of the new GBT *mutatis mutandis*.
- 10.3. The operator shall be obliged to send to the producer, at its request, the current rates of contributions and information on amendments to the GBT by e-mail to the producer's e-mail address specified in the heading of this Agreement, or other e-mail address specified by the producer, however, also in such a case, the publication of a change in the contribution rates and of an amendment to the GBT in relation to the producer via the operator's information system shall be considered as the announcement of the same.
- 10.4. This Agreement shall be governed by the laws of the Slovak Republic, in particular the Act, the Implementing Regulations, the Original Act, the Original Implementing Regulations, and the Commercial Code.
- 10.5. If any provision of this Agreement becomes invalid, ineffective and/or unenforceable, this shall not affect the validity, effectiveness and/or enforceability of the remaining provisions of the Agreement, unless the nature of the Agreement, its content or the circumstances under which the Agreement has been concluded imply that such a provision may not be separated from the remaining provisions of the Agreement. If any provision of this Agreement becomes invalid, ineffective and/or unenforceable and such a provision may be separated from the remaining provisions of the Agreement, the parties undertake to replace without delay such a provision with a new provision with the same or similar effect. If there is any amendment to the legislation (in particular, to the Act or the Implementing Regulations) and such an amendment requires an amendment to this Agreement, the parties undertake to harmonise this Agreement with the amended legislation not later than one month of the effective date of such an amendment.
- 10.6. If a party does not exercise any right it has under or in connection with this Agreement, this shall not be construed as a waiver or renouncement of such a right by such a party.
- 10.7. This Agreement has been executed in two counterparts, of which each party shall receive one counterpart after the signing of this Agreement. If the Agreement is made also in English, both Slovak and English version shall be deemed original. In case of any inconsistency between the two language versions, the Slovak version shall prevail.
- 10.8. This Agreement may only be amended, supplemented and/or cancelled (with exceptions expressly stated) in writing; a written form is also required with respect to legal acts leading to the waiver of a requirement for a written form.
- 10.9. The natural persons who conclude this Agreement on behalf of individual parties hereby represent that they are fully authorised to validly conclude this Agreement.

- 10.10. The parties represent in accord that they have read this Agreement prior to its signing and that the Agreement was concluded after mutual negotiation reflecting their true, certain, serious, comprehensible and free will, free of any factual or legal error, not under duress or evidently disadvantageous conditions, and that they have agreed on its entire content, and in witness whereof, they attach their signatures below.
- 10.11. All disputes arisen and/or relating to and/or connected with this Agreement, as well as all legal relations resulting from and/or relating to and/or concerning and/or connected with this Agreement shall be resolved by the general courts of the Slovak Republic.
- 10.12. This Agreement shall also be binding on the legal successors of the parties in full.
- 10.13. The rights and/or obligations resulting from and/or relating to this Agreement, as well as non-monetary receivables resulting from this Agreement may be transferred and/or assigned to third parties only with the prior written consent of the other party. Similarly, a party's obligations resulting from and/or relating to this Agreement may only be assumed with the prior written consent of the other party. The operator shall be entitled to assign the monetary receivables it has against the producer under this Agreement to any third party also without the written consent of the producer. The producer shall be entitled to assign the monetary receivables it has against the operator under this Agreement to any third party also without the written consent of the operator.
- 10.14. This Agreement fully supersedes and cancels all prior (written, oral or implied) agreements or arrangements concluded between the parties for the purposes of ensuring the collective performance under Act No. 223/2001 Coll. on Waste, as amended.
- 10.15. All annexes, with which the producer has acquainted itself in detail and thoroughly prior to the signing of this Agreement and with which the producer agrees, form an inseparable part of this Agreement.
- 10.16. The parties bindingly and irrevocably represent to each other that they are not aware of any circumstance that would cause the invalidity and/or ineffectiveness and/or unenforceability of any provision of this Agreement or part thereof, and that the persons acting as the statutory representatives of both parties have full legal capacity, and with respect to them there is no legal impediment for which or in connection therewith the statutory representatives of both parties would not be authorised to execute and conclude this Agreement.

**Annexes to the Agreement:**

- Annex No. 1 – List of Categories of EEE to Which the Agreement Applies
- Annex No. 2 – Tariff of Recycling Contributions, System Charge, and Charge for Authorised Representative's Services
- Annex No. 3 – Logo of the Producer
- Annex No. 4 – Logo of the Operator
- Annex No. 5 – General Business Terms (GBT)

For the producer:

For the operator:

In..... on:.....

In..... on:.....

.....

.....

**ASEKOL SK**  
Mgr. Ronald Blaho, Executive Director

## Annex No. 1 Agreement on Performance of Specified Obligations

**Company Name:** .....

Id. No.: .....

Tax Id. No.: .....

with its registered office at: .....

registered in the Commercial Register kept by .....,

Section .....,

Inset .....

represented by .....

bank: ..... account No.: .....

e-mail address: .....

**(hereinafter the "Producer")**

The delegation of the Producer's duties under paragraph 2.1 of the Agreement on Collective Performance applies to the following groups of electrical and electronic equipment from **the August 15<sup>th</sup> 2018:**

Category	Category name	Circle YES or NO
Category 1	Equipment for thermal exchange	YES / NO
Category 2	Screens, monitors and equipment with screen area over than 100 cm <sup>2</sup>	YES / NO
Category 3	Light sources	YES / NO
Category 4	Large equipment (with any external dimensions over 50 cm), including, but not exclusively: domestic appliances; IT and telecommunication equipment; consumer electronics; light fittings; equipment for sound or picture replaying, musical equipment; electric and electronic tools; toys, equipment for recreational and sport purposes; medical aids; monitoring and control devices; equipment for electric current generation. This category excludes the equipment included in the categories 1 to 3.	YES / NO
Category 5	Small equipment (with any external dimension less than 50 cm) including, but not exclusively: domestic appliances; consumer electronics; light fittings; equipment for sound or picture replaying, musical equipment; electric and electronic tools; toys, equipment for recreational and sport purposes; medical aids; monitoring and control devices; dispensers; equipment for electric current generation. This category excludes the equipment included in the categories 1 to 3 and 6.	YES / NO



Category 6	Small IT and telecommunication equipment (with any external dimension less than 50 cm).	YES / NO
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In case of not filling in this chart, the Agreement is applicable on all categories of electric equipment.

In \_\_\_\_\_, on \_\_\_\_\_ In Bratislava, on: \_\_\_\_\_

\_\_\_\_\_ for the Producer

\_\_\_\_\_ for the Operator

## Annex No. 2 Tariff of Recycling Contributions

The Tariff is valid from January 1, 2019

System Charge 80 €/year \*

Charge for Authorised Representative's Services 100 €/commodity/year \*

*If producer/ importer is a client of producer responsibility organization ASEKOL SK s.r.o. while client of ASEKOL a.s. (CZ), such a client is entitled to a discount of 5% of the total amount invoiced by ASEKOL in both countries*

CATEGORY NO.	CATEGORY	SUBCATEGORY	DESCRIPTION	UNIT	Price EUR/kg *
1.	Equipments for thermal exchange	1.1	Refrigerators and freezers up to 45kg	kg	0,220
		1.2	Other thermal exchange equipment up to 45 kg	kg	0,150
		1.3	Refrigerators and freezers 46-100 kg	kg	0,220
		1.4	Other thermal exchange equipment 46 -100 kg	kg	0,150
		1.5	Other thermal exchange equipment above 100 kg	kg	0,150
		1.6	Other thermal exchange equipment (for non-household use)	kg	0,150
2.	Screens, monitors and equipment with screen area larger than 100 cm2	2.1	TV monitors with a diagonal up to 25"	kg	0,235
		2.2	TV monitors with a diagonal above 25"	kg	0,235
		2.3	Notebooks, tablets, and other devices that contain screens	kg	0,140
		2.4	Large-area LED screens (for non-household use)	kg	0,500
3.	Light sources	3.1	LED light sources	kg	0,150
		3.2	Other light sources (fluorescent lamps, discharge lamps)	kg	0,300
4.	Large devices (with any external dimensions over 50 cm)*	4.1	Large home appliances up to 100kg (Washing machines, dryers and dishwashers, stoves and ovens)	kg	0,090
		4.2	Copying devices, printers, multifunctional equipment up to 100kg	kg	0,130
		4.3	Other large appliances up to 45kg	kg	0,140
		4.4	Other large appliances 46 - 100kg (including)	kg	0,140
		4.5	Other large appliances above 100kg	kg	0,140
		4.6	Large electrical appliances (for non-household use)	kg	0,150
		4.7	Photovoltaic panels	kg	0,340
5.	Small devices (with any external dimension less than 50 cm)**	5.1	Lamps (including integrated source of light)	kg	0,150
		5.2	Hand tools and garden activity appliances	kg	0,120
		5.3	Small appliances up to 0,3kg (including)	kg	0,130
		5.4	Small appliances 0,30kg up to 2kg (including)	kg	0,130
		5.5	Small appliances above 2kg	kg	0,130
6.	Small IT and telecommunication devices (with any external dimension less than 50 cm)	6.1	Cellular telephones	kg	0,140
		6.2	Copying devices, printers, multifunction equipment	kg	0,140
		6.3	Other small IT and telecommunication devices up to 0,3kg (including)	kg	0,140
		6.4	Other small IT and telecommunication devices 0,3kg up to 2kg (including)	kg	0,140
		6.5	Other small IT and telecommunication devices above 2kg	kg	0,140

\* prices do not include VAT

**Annex No. 3**  
**Agreement on Performance of Specified Obligations**

**Company Name:**.....

Id. No.: .....

Tax Id. No.: .....

with its registered office at: .....

registered in the Commercial Register kept by .....

Section .....,

Inset .....

represented by .....

bank: ....., account No.: .....

e-mail address: .....

**(hereinafter the "Manufacturer")**

**Graphic form of the logo of the Manufacturer [see par. 5.1.a) of the Agreement]:**

**Fill in the graphic depiction of the logo or trademark of your company – erase this text**

**Annex No. 4**  
**Agreement on Performance of Specified Obligations**

**1) Graphic design of the logo of the operator**



The logo is a basic element of a uniform visual style. It consists of a graphic symbol of an electrical socket whose outline is formed by two arrows in a circle symbolizing recycling and a typographic part.

It is prohibited to use the logo in the middle of a text. In this case, the text form **ASEKOL SK** or **ASEKOL SK s. r. o.** is used.

The logo may be reproduced only from a digital model.

**2) Colour of the logo**

**ASEKOL orange**

<b>Pantone®</b>	158			
	<b>R</b>	<b>G</b>	<b>B</b>	
<b>Adobe RGB</b>	213	120	30	
<b>sRGB/web</b>	239	120	4	#EF7804

print	paper/material	C	M	Y	K
offset print*	woodfree offset	0	60	100	0
	dull chalk	0	67	100	0
	glossy chalk	0	67	100	0
paucity digital print**	dull chalk	0	58	97	0
	glossy chalk	0	61	97	0
large-screen digital print	sail-cloth***	0	63	100	0
	neting***	0	63	100	0
	self-adhesive foil****	0	63	100	0

**ASEKOL green**

<b>Pantone®</b>	363			
	<b>R</b>	<b>G</b>	<b>B</b>	
<b>Adobe RGB</b>	100	145	51	
<b>sRGB/web</b>	71	146	36	#479224

print	paper/material	C	M	Y	K
offset print*	woodfree offset	66	8	85	19
	dull chalk	72	4	100	20
	glossy chalk	74	5	100	23
paucity digital print**	dull chalk	68	0	85	26
	glossy chalk	74	0	90	26
large-screen digital print	sail-cloth***	67	36	99	0
	neting***	67	36	99	0
	self-adhesive foil****	67	36	99	0

\* Heidelberg Speedmaster CD 74-5, exposure 200 lpi

\*\* Xerox Docucolor 8000, Screening DOT 200, paper 300 g/m2

\*\*\* basic line of material from Multiexpo, printing HP 9000S, profile HP Universal Scrim Banner, resolution 720 dpi, True Solvent ink

\*\*\*\* monomer vinyl with nonperm adhesive, printing HP 9000S, profile HP Universal Photo-Realistic vinyl, resolution 720 dpi, True Solvent ink.

**3) Coloured, black-and white version, negative variant and use on a base surface**



The basic full-colour form of the logo is applied to a white or light-coloured base surface **(1)**. The white (inverse) version of the logo is used on a black or dark-coloured surface **(3)**. For black-and-white printing and in cases where it is not possible to use the full-coloured version and for specific purposes (production of stamps, some advertizing objects, etc.), the black-and-white version of the logo is used **(2)**.

In use of the logo, it is important to ensure that there is sufficient contrast between the typographic parts and graphic symbols and the base surface.

The logo may be used in the defined colours on a white base surface and on a surface with maximally 25% colour intensity **(4)**. When using a darker base surface (more intense colours), it is necessary to use the inverse variant of the logo. In application of the logo, it is always important to ensure that there is **sufficient contrast** between the typographic parts and graphic symbols and the base surface.

#### 4) Protective zone of the logo and minimum permitted size of the Logo



In order to maintain sufficient distance between the logo and all the other graphic elements that could interfere in perception of the logo, it is necessary to maintain the defined protective zone. The protective zone is defined by the **height of the last letter "l"** in the typographic part of the logo. No text or graphic or other symbol may encroach on the protective area. The protective zone does not mean a white or otherwise coloured base rectangle around the logo. The logo must always be incorporated into the overall composition.

In order to maintain proper legibility of the elements of the logo, the width of the logo must not decrease below a defined minimum size. The smallest width of the logo for printing is **18 mm** and, for electronic media, **70 depiction points**.

## **Annex No. 5 to the Agreement**

### **General Business Terms of Producer Responsibility Organization (PRO) Issued by ASEKOL SK, s. r. o. as Inseparable Part of the Agreement**

#### **I. Recitals**

1. These General Business Terms are issued by the operator as a supplement to and an inseparable part (Annex No. 5) of the Agreement on Performance of Specified Obligations of Producer of Specified Product (the "Agreement") concluded between the producer and the operator (see Clauses 10.1 to 10.3 of the Agreement)
2. In case of any discrepancy between the provisions set out in the Agreement and the provisions set out in the General Business Terms, the provisions agreed upon in the Agreement shall prevail and preferentially apply.

#### **II. Statements**

1. The producer undertakes to provide the operator, on a quarterly basis, in the form of a statement, with true, accurate and complete information on the quantities of individual types of EEE (see Clause 4.2 of the Agreement). Statements shall be provided as follows:
  - a. the extent and structure of the data of a regular statement are set out in Annex No. 1 to these General Business Terms (the GBT),
  - b. the extent and structure of the data of a corrective statement are set out in Annex No. 2 to the GBT,
  - c. the producer shall be obliged to fill in, truly, accurately and completely, all the relevant data of a regular statement, or of a corrective statement, under the GBT,
  - d. the producer shall not be entitled to change the extent or structure of a regular statement or of a corrective statement,
  - e. the producer shall deliver a truly, accurately and completely filled-in regular statement to the operator not later than 14 calendar days of the end of a respective calendar quarter for which data are delivered, solely in electronic form via the operator's information system located on its website ([www.asekol.sk](http://www.asekol.sk)),
  - f. the producer shall deliver a truly, accurately and completely filled-in corrective statement to the operator not later than 5 calendar days of discovering inaccurate or incomplete or untrue data provided in the regular statement, solely in electronic form via the operator's information system located on its website ([www.asekol.sk](http://www.asekol.sk)),
  - g. if the last calendar day of the time limit for delivery of regular statements or corrective statements falls on a non-working day, a Sunday or a Saturday, or a public holiday day, the time limit for delivery of statements (regular or corrective) shall be extended to the first business day following a non-working day, or a Sunday or a Saturday, or a public holiday day.

#### **III. Provision of Information Necessary for WEEE Treatment**

1. The producer undertakes to provide the operator with all information that is needed and necessary for the treatment and use of both WEEE taken back and WEEE collected separately, in particular the data on hazardous substances contained in such WEEE, on the possibilities of WEEE re-use and WEEE material use, or on the method of WEEE disposal (see Clause 4.10 of the Agreement).
2. The producer shall perform its information obligation under this provision of the GBT towards the operator by filling-in the form "Producer's Information for WEEE Processor", pursuant to Section 34(1)(m) of the Act (see Annex No. 3 to the GBT) specifically for each WEEE originating from EEE individually.

3. The producer shall send the filled-in form mentioned in the preceding clause with respect to EEE placed on the market after 13 August 2005, at each time not later than 1 year of the placement thereof on the market, to all WEEE processors with an issued authorisation to the address of the operator's registered office specified in the heading of the Agreement.

#### **IV.**

#### **Use of Logo of the Operator**

1. The operator is the proprietor (owner) of the mark "ASEKOL", a representation of which is attached as Annex No. 4 to the Agreement [indicated in the Agreement as the "logo of the operator", see Clause 5.2 (e) of the Agreement].
2. The operator grants the producer an authorisation to use the mark "ASEKOL" (the "individual licence") under the terms and conditions stipulated in the GBT.
3. Provided that the producer has concluded the Agreement with the operator and, at the same time, the producer does not delay in the performance of any obligation under the Agreement to the operator, then it shall apply that the producer shall be authorised, based on the individual licence, to use the mark "ASEKOL" only with the aim to inform third parties about the producer's involvement in the system of collective management of a specified waste stream under Section 27(6)(b) of the Act and Section 27(10) of the Act, specifically in the form of concluding the Agreement, whereby the operator, as a producer responsibility organization established and existing under the Act, ensures for the producer under the Agreement the collective performance of the specified obligations of the producer (as the producer of a specified product) under the Act.
4. The producer shall in particular be entitled to mention the mark "ASEKOL" in the documentation to EEE placed by the producer on the market in the Slovak Republic, with respect to which the producer has paid the operator the fee for the performance of the obligation to take-back, collect separately, treat and remove WEEE in accordance with the Agreement.
5. The producer shall not be obliged to use the mark "ASEKOL"; however, if the producer uses the mark, the fee for granting the individual licence shall be considered to be a part of the fee under Clause 7 of the Agreement, i.e., the operator shall not be entitled to any other special fee for granting the individual licence.
6. The mark "ASEKOL" must only be used in its graphic design and in accordance with the terms and conditions under Annex No. 4 to the Agreement. The mark "ASEKOL" must be placed in such a way that it is clearly visible to the consumer.
7. The individual licence is non-exclusive.
8. The individual licence is non-transferrable, i.e., without the operator's prior written consent, the producer may not assign and/or transfer the individual licence to any third party (or to any other person to whom the producer is proprietarily, financially, personally, economically, and/or otherwise related) and may not grant, within the individual licence, sub-licences to any third parties.
9. The individual licence applies to the territory of the Slovak Republic.
10. The mark "ASEKOL" is the expression of the producer's financial participation in the system of collective treatment of a specified waste stream under the Act and the Agreement. The use of the mark "ASEKOL" expresses vis-à-vis third parties that the producer has paid for the respective EEE a recycling contribution for development and operation of the system of collective treatment of a specified waste stream, which was established in accordance with the principles laid down in the Act. This interpretation of the meaning of the mark "ASEKOL" shall be binding on the producer and the producer shall be obliged to comply therewith in all its statements and/or announcements, or in any other legal and/or factual acts taken by the producer vis-à-vis third parties (e.g., in public announcements, information vis-à-vis third parties, etc.).
11. The producer shall be obliged to always use and/or always interpret the mark "ASEKOL" in all its statements and/or announcements and/or in any other legal and/or factual acts taken vis-à-vis third parties in such a way so that there could not occur a false impression or a false indication and/or interchangeability, and/or there would not or could not occur any harm or risk to the goodwill or reputation of the operator and/or there would not or could not be affected the operator's legitimate or legally protected interests relating to and/or concerning and/or connected with the mark "ASEKOL".
12. The producer shall be obliged to allow the operator to check whether the mark "ASEKOL" is used properly and, to that effect, the producer undertakes to submit to the operator, at any time at the operator's request, the samples of materials and documentation to EEE labelled with the mark "ASEKOL" (or, if, considering the nature of EEE, a sample cannot be

submitted, the producer undertakes to allow the operator to check such a sample at the appropriate place). With a view to exercising the authorisation to carry out a check, the producer shall be obliged to allow the operator to carry out a check under Clause 8 of the Agreement accordingly.

13. The operator grants the producer the individual licence for an indefinite period of time; this shall not affect the operator's right to amend the provision of the GBT concerned. Upon termination of the Agreement, the individual licence granted to the producer to label EEE with the mark "ASEKOL" under the GBT shall also terminate.

## **V. Final Provisions**

1. The GBT become effective on 01 April 2016.
2. The GBT form an inseparable part of (annex to) the Agreement.
3. The following annexes form an inseparable part of the GBT:

Annex No. 1 Regular Statement

Annex No. 2 Corrective Statement

Annex No. 3 Producer's Information for WEEE Processor Possessing Issued Authorisation

Annex No. 4 Power of Attorney (EEE)

Annex No. 5 Power of Attorney (Batteries and Accumulators)

In Bratislava, on 01 April 2016

ASEKOL SK s. r. o.  
Mgr. Ronald Blaho, Executive Director



**AGREEMENT ON A POWER OF ATTORNEY**  
(the "Agreement")

entered into, on the day, month and year specified below, freely, seriously, certainly and comprehensibly, free of any factual or legal errors, pursuant to Section 31 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended (the "Civil Code").

**Business name / name:** .....

Registered office: .....

Company Identification Number (IČO): .....

Tax Identification Number (DIČ): .....

VAT Identification Number (IČ DPH): .....

Registered in the Commercial Register maintained at ..... Court in .....,

Section:....., Insert No.....,

Acting by and through ....., Executive Director

(the "Principal"),

**hereby grants the power of attorney to**

**ASEKOL SK s.r.o.**, with its registered office at Lamačská cesta 45, 84 103 Bratislava, Company Identification No. 45602689, registered in the Commercial Register maintained at the District Court Bratislava I, Section: Sro, Insert No. 66339/B, acting by and through Mgr. Ronald Blaho, Executive Director, which is currently registered in the Register of Compliance Schemes under registration No. 0014/OEEZ/OZV/A/16-3.3

(the "Proxy"),

to take and perform any legal, procedural and/or factual acts for, on behalf of and for the account of the Principal in relation to and/or in connection with and/or in conjunction with the performance of any obligations of the Principal as the producer of a specified product (as **the producer of EEE**) under Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws (the "Act"), as well as under implementing legal regulations issued based on or in conjunction with or in connection with the Act, including, but not limited to, the performance of the information, registration, application, record-keeping, reporting and/or any other obligations of the producers of specified products (the producers of EEE) to any public authorities or entities under the Act.

Other relations not expressly provided for in this Agreement shall be governed by the laws of the Slovak Republic, in particular the Civil Code and the Act.

In \_\_\_\_\_ on \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
Executive Director

I hereby accept this power of attorney in full.

In Bratislava, on \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**ASEKOL SK, s. r. o.**  
Mgr. Ronald Blaho, Executive Director