



## **AUTHORISED REPRESENTATIVE AGREEMENT**

**by and between**

**Recipo Ekonomisk förening, organisation ID number 769616-1228,**

**and**

Company name

**dated**

Day month year



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SCHEDULE 1                      Price list



This authorised representative agreement (the "Agreement") is entered into by and between

- (1) Recipo Ekonomisk förening, registration no. 769616-1228, an economic association registered in Sweden, ("Recipo"); and  
(2) \_\_\_\_\_, registration no. \_\_\_\_\_, a \_\_\_\_\_  
registered in \_\_\_\_\_, ("the Buyer").

The parties listed above are hereinafter sometimes also referred to as the "Parties" and each of them separately as a "Party".

It is agreed as follows.

## 1 PREAMBLE

- 1.1 Recipo is a licensed national producer responsibility organisation for electrical and electronic equipment waste and batteries in Sweden, where producers of such products are affiliated producers. Recipo helps their affiliated producers to fulfill their producer responsibilities according to the Swedish implementation of the WEEE directive (2012/19/EU) by offering complete solutions to handle producer responsibilities and collection and recycling of electrical and electronic equipment waste and batteries and financial ensuring of future collection and recycling.
- 1.2 The Buyer is a producer as defined under Article 3(1)(f) in the WEEE directive. This Agreement mandates Recipo to act as an authorised representative for the Buyer as well as specifies the terms for this mandate.

## 2 DEFINITIONS

In this Agreement the following definitions are used.

"WEEE directive"

Directive 2012/19/EU on waste electrical and electronic equipment

"AR"

Authorised representative such as defined in the WEEE directive

"EEE"

Electrical and electronic equipment such as defined in the WEEE directive

"the Swedish ordinance"

The Swedish ordinance (2014:1075) on producer responsibility for electrical and electronic equipment

## 3 SCOPE OF SERVICES

- 3.1 Through this Agreement Recipo will act as an AR for the Buyer in all aspects of the WEEE directive as transposed in the Swedish ordinance in respect of all EEE manufactured, resold or placed on the market by the Buyer in Sweden.

## 4 COMMITMENTS OF Recipo

- 4.1 Recipo will within 30 days from signing this Agreement perform registration or other action required of an applicant AR under the WEEE directive to be appointed as AR of the Buyer by the Swedish Authorities. Recipo will fulfill all obligations assigned to the AR under the WEEE directive for the Buyer in Sweden.
- 4.2 Recipo will inform the Buyer of any payment or reporting required from the Buyer.
- 4.3 Recipo will pay all possible administration fees required by the Swedish authorities and thereafter invoice the Buyer the equivalent cost.

## 5 COMMITMENTS OF THE BUYER

- 5.1 The Buyer will comply with all relevant Swedish laws and regulations in regard to EEE manufactured, resold or placed on the market by the Buyer in Sweden.
- 5.2 The Buyer will within 14 days from signing this Agreement perform registration or other action as required of an applicant producer under the WEEE directive to appoint Recipo as the Buyer's AR. The Buyer will also within 14 days from signing this Agreement provide Recipo with all documents and information needed for Recipo to register as an AR.
- 5.3 The Buyer will continuously provide documents or other information requested by Recipo in a timely manner in order to effectively act as AR in accordance with the WEEE directive.
- 5.4 The Buyer will pay the service fee specified in paragraph 6.1 to Recipo for Recipo's provision of services such as the Buyer's AR.
- 5.5 The Buyer will, in addition to paragraph 5.4, pay fees to Recipo equivalent to all possible fees paid by Recipo, as AR of the Buyer, to the Swedish authorities.

## 6 PRICES AND PAYMENT

- 6.1 The Buyer will purchase the AR services from Recipo at prices set out in Schedule 1. The prices for the services are exclusive of any value-added tax. Recipo will annually issue a new price list which shall apply between the Parties and accordingly replace Schedule 1.
- 6.2 The Buyer will pay all fees in arrears on a monthly basis.
- 6.3 In the event of late payment, Recipo may charge interest on the sum overdue according to applicable law.



## **7 LIMITATION OF LIABILITY**

- 7.1 Recipo will, without delay, inform the Buyer of any claim arising out of or relating to EEE having caused personal injury or property damages.
- 7.2 The Buyer will indemnify and hold Recipo harmless from and against claims and liabilities, costs, and expenses (including the reasonable fees of attorneys and other professionals) incurred by or arising out of EEE put on the Swedish market unless it has been caused due to Recipo's use or misuse, services, installations, instructions, modifications, adaptations or the like.
- 7.3 The Buyer will indemnify and hold Recipo harmless from and against claims and liabilities, costs, and expenses (including the reasonable fees of attorneys and other professionals) incurred by or arising out of failure by the Buyer to provide correct documents and information required by Recipo as stated in paragraph 5.2, paragraph 5.3 or required under the WEEE directive.

## **8 TERM**

- 8.1 This Agreement enters into force when signed by both Parties and shall remain in force until notice of termination has been given by either Party with a mutual notice period of six (6) months or if the Agreement is terminated in any of the below stated ways.
- 8.2 Either Party may terminate this Agreement with immediate effect if notice is issued by the Swedish authorities stating that Recipo's mandate as AR for the Buyer is terminated.
- 8.3 Recipo may terminate this Agreement with immediate effect if the Buyer has failed to comply with paragraph 5.1.
- 8.4 Either Party may terminate this Agreement with immediate effect due to the other Party's breach of a material provision hereof, when the breach is not cured within 30 days after written notice thereof.

## **9 AMENDMENTS**

No amendment to this Agreement shall be effective unless made in writing and duly executed by both Parties.

## **10 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties regarding all of the issues set forth in the Agreement and supersedes any and all prior written or verbal undertakings and agreements.

## **11 INVALIDITY**

Should any clause in this Agreement or part thereof be void or invalid, the other provisions of the Agreement shall remain in force and the clause may be amended to the extent such invalidity materially affects the rights or obligations of either Party under this Agreement.

## **12 ASSIGNMENT**

Neither Party may assign its rights and/or obligations under this Agreement without the prior written consent of the other Party.

## **13 CONFIDENTIALITY**

- 13.1 The Parties undertake, indefinitely, not to disclose any confidential information regarding the other Party, provided hereunder. The Parties shall take all reasonable steps to prevent an unauthorized disclosure of confidential information hereunder.
- 13.2 Party shall ensure that all employees, board Buyers and consultants that Party engages, respect this confidentiality clause.
- 13.3 Confidential information includes information - technical, commercial or other - whether the information is documented or not, except for information that is or becomes publicly known or that has come or will become public knowledge otherwise than by party violating this provision.
- 13.4 Recipo may, regardless of paragraph 13.1 and 13.2 above, publically announce the existence of this Agreement, stating that Recipo is the AR of the Buyer.
- 13.5 Recipo may, regardless of paragraph 13.1 and 13.2 above, provide the Swedish Authorities with all information, confidential or non confidential, needed.
- 13.6 Party violating this clause shall, on demand of the other party, pay a fine of SEK 100,000 (one hundred thousand) in each case. Party may, instead of or on top of the fine, demand damages.

## **14 DISPUTES**

- 14.1 This Agreement is governed by Swedish law, without regard to its conflict of law provisions.
- 14.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.
- 14.3 The seat of arbitration shall be Stockholm.
- 14.4 The language to be used in the arbitral proceedings shall be English.
- 14.5 The Parties shall pay the arbitrators' costs in equal shares irrespective of the outcome of any dispute, controversy or claim.
- 14.6 The Parties undertake, indefinitely, not to disclose the existence or contents of any judgement or decision related to or in connection with this Agreement or any information regarding negotiations, arbitral proceedings or mediation in connection therewith. This confidentiality undertaking 14.6 shall not apply in relation to information which a Party is required to disclose by law, pursuant to an order of a governmental authority, pursuant to applicable stock exchange rules, or which may be required for the enforcement of a judgment or an award.



This Agreement has been executed in two original copies of which each Party has received one.

Place, date

Place, date

Recipo Ekonomisk förening