



The following

## AFFILIATION AGREEMENT

has been concluded between Recipo AB, organisation ID number 559077-7446, referred to below as 'Recipo', and

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Operating name

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Corporate/Organisation ID number

Telephone

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Postal address

Contact person

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Postcode and Postal district

Email address

referred to below as 'the Producer'.

### 1. BACKGROUND

- 1.1 The aim and purpose of Recipo is to provide and administer a producer responsibility scheme for disposing of such waste as is encompassed by the Ordinance on producer responsibility for electrical and electronic equipment (2022:1276) (referred to below as 'Ordinance 1') and the Ordinance on producer responsibility for batteries (2008:834) (referred to below as 'Ordinance 2').
- 1.2 The Producer runs such operation as is encompassed by Section 12 of Ordinance 1 and/or Section 3 of Ordinance 2 and is thus considered to be a producer in the sense referred to in Ordinance 1 and/or Ordinance 2.
- 1.3 Through this Agreement, the Producer is affiliated to the collective collection scheme provided and administered by Recipo.

### 2. RECIPO'S UNDERTAKINGS

#### 2.1 The collective collection scheme

- 2.1.1 Recipo shall provide a collective scheme for the collection and disposal of such electrical equipment as is encompassed by Ordinance 1, and of such batteries as are encompassed by Ordinance 2.
- 2.1.2 The collection scheme shall be available at one or more sites in all municipalities in Sweden, with a reasonable geographical spread within each municipality.
- 2.1.3 The collection scheme shall have a permit to conduct collection in accordance with Section 56 of Ordinance 1.
- 2.1.4 Recipo is responsible for the products delivered to the collective collection scheme being transported away and pre-treated, reused, subjected to material recovery, subjected to energy recovery or dealt with in some other environmentally acceptable way.

#### 2.2 Duty to supply information

- 2.2.1 Recipo must register, account for and report to the Swedish Environmental Protection Agency the quantity that, through the collective collection scheme, has been
  - a) collected,
  - b) reused without pre-treatment,
  - c) pre-treated,
  - d) reused after pre-treatment,
  - e) subjected to material recovery,
  - f) subjected to energy recovery,
  - g) disposed of in some other way, and
  - h) removed from Sweden for handling in accordance with items b) to g) aboveReporting to the Swedish Environmental Protection Agency shall take place in accordance with the Swedish Environmental Protection Agency's regulations.
- 2.2.2 Recipo shall, at the request of the Producer and after having obtained the supporting information required under Sub-clause 3.2.1 of this Agreement, report to the Swedish Environmental Protection Agency no later than 31 March of each year in accordance with Section 77 of Ordinance 1, Section 21 of Ordinance 2 and also the Swedish Environmental Protection Agency's regulations.
- 2.2.3 In accordance with Section 19 of Ordinance 1, Recipo shall make information available about the content of the products handled in the collective collection scheme for those handling the waste and for others who may be expected to want to reuse such products.

#### 2.3 Consultation with the municipal authorities and other collection schemes

- 2.3.1 Recipo shall, in accordance with Sections 51 to 52 of Ordinance 1 and Section 22 of Ordinance 2, consult the municipal authorities about the collection scheme, and consult others with a permit to run collection schemes about how the schemes can be coordinated.



#### **2.4 Repayment procedures**

- 2.4.1 Recipo shall provide procedures for paying back or in some other way adjusting charges relating to electrical equipment reported to Recipo, but that is not subsequently made available or used on the Swedish market in accordance with Section 67 of Ordinance 1.

### **3. OBLIGATIONS FOR AFFILIATED PRODUCERS**

#### **3.1 Charges**

- 3.1.1 Producers affiliated to the collective collection scheme shall pay a charge to Recipo for providing services in accordance with a price list applicable at any given time.
- 3.1.2 The charges shall be based on the Producer's sales volume of such products as are encompassed by the collective collection scheme.
- 3.1.3 The charges must be paid monthly, quarterly or annually in arrears depending on volume and following a separate agreement. If the Producer has not reported the actual sales volume in accordance with Sub-clause 3.2.1 of this Agreement when the charges are to be invoiced, the Producer shall be invoiced in advance based on expected sales volume. The amount invoiced in advance shall be deducted by Recipo from the cost of the actual sales volume after such has been reported to Recipo.

#### **3.2 Duty to supply information**

- 3.2.1 Upon affiliation to the collective collection scheme, the Producer shall state estimated sales per year in weight and number, and subsequently on an ongoing basis according to a separate agreement (though at least once per year and no later than by 1 February of each year) report to Recipo the actual sales volume in weight and number of each product and/or battery type (including separate reporting for built-in batteries) for the agreed period. Reporting shall be carried out in accordance with Section 88 of Ordinance 1, Section 21 of Ordinance 2 and the Swedish Environmental Protection Agency's regulations.
- 3.2.2 Recipo is entitled to request that the accuracy of the Producer's reporting be verified by the Producer's auditor, or by an Authorised Public Accountant appointed by Recipo. Recipo is also entitled to have access to the Producer's accounting records through an Authorised Public Accountant appointed by Recipo to the extent necessary to be able to verify the accuracy of the reports submitted. The Producer shall pay for the cost of the work performed by the Producer's auditor. Recipo shall pay the cost of the work performed by the auditor appointed by Recipo. However, if the auditor's review shows that the reporting has been inaccurate, Recipo is entitled to compensation from the Producer corresponding to the cost of the work of the auditor. In such cases, Recipo is also entitled to debit the Producer for supplementary charges at an amount corresponding to the difference between the charges imposed, based on the incorrect reporting, and the charges that should have been paid if the reporting had been accurate. In a corresponding way, the Producer is entitled to a refund of charges paid if the reporting was incorrect in such a way that the charge paid was too high.

#### **3.3 Registration**

- 3.3.1 The Producer shall register in the register of the Swedish Environmental Protection Agency before the Producer puts electrical equipment and/or batteries on the market. Recipo shall assist with such registration if requested by the Producer.

#### **3.4 Information for the Swedish Environmental Protection Agency**

- 3.4.1 The Producer shall supply the Swedish Environmental Protection Agency with the information prescribed by Sections 28 and 63 of Ordinance 1, Section 21 of Ordinance 2 and Appendices 1 and 3 of the Swedish Environmental Protection Agency's regulations no later than 31 March of each calendar year. Recipo shall, on request and in accordance with Sub-clause 2.2.2 of this Agreement, assist the Producer with its reporting to the Swedish Environmental Protection Agency.

#### **3.5 Information about the content of the products**

- 3.5.1 The Producer shall supply Recipo at least once per calendar year with the information about the content of the products that the Producer sells that is required to enable the product to be disposed of in an acceptable way in terms of health and the environment.

#### **3.6 Marking of products**

- 3.6.1 The Producer shall ensure that the products that the Producer puts on the market are marked in compliance with the provisions contained in Ordinance 1 and/or Ordinance 2.

### **4. USE OF RECIPO'S DISTINCTIVE SIGNS**

- 4.1 The Producer is entitled during the period that the Producer is bound by this Agreement to use Recipo's distinctive signs in accordance with the provisions issued by Recipo.

### **5. CONFIDENTIALITY**

- 5.1 The Parties undertake, without limitation in time, not to disclose to outside parties confidential information and knowledge about each other to which a Party has had access and that is not in the public domain or has not entered the public domain in some other way than through a breach of this Agreement.
- 5.2 A Party must ensure that employees, board members and consultants engaged by a Party observe this provision on secrecy.
- 5.3 In this provision, 'Confidential Information' means each item of information – of a technical, commercial or of another kind – regardless of whether or not the information has been documented, with the exception of information that is in or enters the public domain or that is in or enters the public domain in some way other than by a breach of this provision by a Party.



5.4 If a Party breaches a provision of this section, such Party shall pay to the other Party upon demand liquidated damages of SEK 500,000 in each individual case. However, a Party is entitled to request damages corresponding to the actual loss instead of or in addition to liquidated damages. The payment of liquidated or other damages does not affect the right of a Party to claim other sanctions as a result of the breach of contract.

**6. TERM OF THE AGREEMENT**

6.1 This Agreement applies from and including ..... and until further notice, with a mutual notice of six (6) months.

6.2 Notice of termination of this Agreement must be given in writing. Either Party is entitled to terminate this Agreement with immediate effect if the other Party grossly neglects its obligations under this Agreement.

**7. DISPUTES**

Swedish law shall apply to this Agreement.

Disputes resulting from this Agreement shall be finally determined by arbitration proceedings in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm and be held in Swedish.

This Agreement has been drawn up as two original counterparts, of which each of the Parties has received its part.

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Place, date

\_\_\_\_\_  
Place, date

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Recipo AB