

**ENTRY AGREEMENT
FOR JOINING THE COLLECTIVE SCHEME OF ALTERNATIVE
MANAGEMENT OF WASTE MATERIALS OF ELECTRICAL AND
ELECTRONIC EQUIPMENT “APPLIANCES RECYCLING S.A.”**

In Kallithea, today the 201.., by and between:

on the first part

the approved Collective Scheme of Alternative Management of Waste of Electrical and Electronic Equipment “**APPLIANCES RECYCLING S.A**” having its registered seat in Kallithea, 196 Sygrou ave. & 2 Charokopou str., duly represented by the Managing Director Mr. **Marios Intzeler** and the Commercial Manager Mr. **Efthimios Tsoukalas** (hereinafter called the “**Scheme**”).

on the second part

the with the trade name “.....”, having its registered seat in duly represented by(hereinafter called the “**Producer**”).

RECITALS – DEFINITIONS

(A) Pursuant to the 23615/651/E.103 Joint Ministerial Decision, published in the Government Gazette, Bulletin 1184/9.5.2014 (which has been issued in accordance with Law 2939/2001 as amended by L. 4496/2017 for alternative management of packaging and other products and adapted to the Directive 2015/720/EE), have been determined the measures, terms and conditions for the alternative management of waste materials of electrical and electronic equipment (hereinafter called “W.E.E.E.”) in compliance with the Directive’s provisions 2012/19/EU “about waste of electrical and electronic equipment (WEEE)” of the European Parliament and Council of 4th July 2012 and other provisions.

(B) Pursuant to the new Directive 2012/19/EU of the European Parliament and Council of the 4th/7/2012 about the waste of electrical and electronic equipment (WEEE), issued in order to restate and complete the general legislation related to waste management.

(C) The definitions used in the present agreement shall have the meaning defined in article 3 of the Joint Ministerial Decision 23615/2014 (published in the Government

Gazette, Bulletin 82/5.3.2004) along with the new European Directive 2012/19/EE of the European Parliament and Council of the 4th/7/2012 and specifically:

i. **“Electrical and Electronic Equipment” or “E.E.E.”** means equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and fields and designed for use with a voltage rating not exceeding 1 000 volts for alternating current and 1 500 volts for direct current. In the meaning of EEE all of its components are included, as well as sub-assemblies and consumables, that are part of the product when it’s being disposed in the market (see Article 3 of JMD 23615/651/2014)

ii. **“Waste Electrical and Electronic Equipment or “W.E.E.E.”** means electrical or electronic equipment which is waste within the meaning of Article 11 par. 1 of the L. 4042/2012, including all components, sub-assemblies and consumables which are part of the product at the time of discarding (see Article 3 of JMD 23615/651/2014);

iii. **“Producer”** means any natural or legal person who, irrespective of the selling technique used, including distance communication within the meaning of Z1-496/2000 joint ministerial decision “Selling by distance-Comparative Advertising-Adjustment of L. 2251/1994 in the provisions of the Directive 97/7/EP ” (B1 545), that:

i. is established in the State and manufactures EEE under its own name or trademark, or has EEE designed or manufactured and markets it under his name or trademark within the territory of the Hellenic state;

ii. is established in the State and resells within the Hellenic territory, under its own name or trademark, equipment produced by other suppliers, a reseller not being regarded as the ‘producer’ if the brand of the producer appears on the equipment, as provided for in point (i);

iii. is established in a Member State and provides on the market, on a professional basis, EEE from a third country or from another Member State of the European Union or

iv. sells EEE by means of distance communication directly to private households or to users other than private households, and is established in another Member State or in a third country.

iv. **“Scheme of Alternative Management”** The organization in an individual or a collective basis of alternative management of used packaging or waste of packaging and other products in order to prepare by priority to reuse – recycle and all possibilities of those actions being exhausted, to another kind of recovery of packaging and other products waste. The Schemes of Alternative Management are serving purposes of public interest. The scheme is being organized and operating pursuant to Chapter C of JMD 23615/651/2014 (see Article 3 of JMD 23615/651/2014)

v. **“Collective Scheme of Alternative Management”** means the organisation on a collective basis, in any legal form, of the operations of collection, transfer, temporary storing, reuse and recovery of “W.E.E.E“

vi. **“Alternative Management of Waste Electrical and Electronic Equipment”** are the works of collection, guarantee included, as well as works of transportation, upload, storing preparation to reuse, recycling and every other kind of recovery of used packaging of multiple use or waste of packaging and other products, in order to serve a useful purpose (see Article 3 of JMD 23615/651/2014).

vii. **“Finance Agreement”** means any loan, lease, hiring or deferred sale agreement or arrangement relating to any equipment whether or not the terms of that agreement or arrangement or any collateral agreement or arrangement provide that a transfer of ownership of that equipment will or may take place (see Article 3 of JMD 23615/651/2014);

viii. **“Making available on the market”** means any supply of a product for distribution, consumption or use on the market in the course of a commercial activity, whether in return for payment or free of charge (see Article 3 of JMD 23615/651/2014);

ix. **“Disposal on the market”** means the first making available of a product on the market within the territory of a Member State on a professional basis;

(D) Furthermore, according to the provision of article 13 par. 1, 2 and 3 of the 23615/651/2014 Joint Ministerial Decision, Government Gazette, Bulletin 1184/9.5.2014 in connection to the provision of article 4B par.1 of Law 4496/2017, the producers of Electrical and Electronic Equipment are obliged to design, to organise individual or collective Schemes and operate Scheme of alternative management of W.E.E.E relevant to their activity. The participation of the producer in the alternative treatment collective scheme is being realised with the signature of the relevant agreement with the AMCS and assumes the obligation of the payment of a contribution fee by the producer, pursuant to the provisions of article 16 of the above mentioned JMD.

New Schemes, individual or collective, are being organized pursuant to the terms and conditions of the legislation, provided that until the approval of these new schemes, the producers that are interested participate already in schemes of WEEE alternative treatment that already exist.

The aforesaid Schemes of alternative management (individual or collective) aim at:

a) the separated collection of WEEE by the end user in order to:

- direct these waste to the most appropriate alternative solutions of waste treatment in accordance with the paragraph 1 of the article 5 of the above mentioned JMD, and
- reduce as much as possible, the disposal of WEEE as mixed municipal waste aiming a higher rate of recycling in application of the paragraph 1 of the article 6 of JMD 23615/651/2014.

b) the preparation for reuse, treatment and recovery of collected waste by the use of the best available techniques pursuant to the requirements of the article 8 of JMD 23615/651/2014.

c) the ability of the Schemes of alternative management of W.E.E.E to co-operate with the Schemes of other products in the meaning of article 2 (paragraph 4) of Law 2939/2001 as amended by the L.4496/2017, such as the co operation with the Scheme of alternative management of Batteries and Accumulators, in accordance to special

provisions of par. II of article 7 (subpar. A1 al. 5 and B al. 2) and par. 11 of article 10 of the JMD 41624/2057/2010.

(E) APPLIANCES RECYCLING S.A (hereinafter called “the Scheme”) by virtue of the decision of the Minister of Environment, Construction and Public Works with number 105134/17.6.2004 (published in the Government Gazette, Bulletin 905 B’/17.6.2004) today Ministry of Environment and Energy constitutes an approved Scheme of Collective Alternative Treatment of W.E.E.E with national range, the purpose of which is the Alternative Treatment of W.E.E.E and has already received a new approval by the National Organization of Alternative Treatment of Packages and other Products today by the name of Hellenic Recycling Agency by resolution of the Board of Directors (ADA 457Ε46Ψ80Z-KΨ4) on the 14th/6/2011, in accordance with the provisions of the legislation in force.

(F) The Producer of E.E.E provided that he has not proceeded to the organisation of an individual or collective Scheme of alternative treatment, participates obligatory in a collective Scheme of alternative management.

(G) The participation in the approved collective Scheme of alternative treatment of WEEE “APPLIANCES RECYCLING S.A” according to article 13 par. of JMD 23615/651/2014 (OGG 1184/9.5.2014):

- i)** is accompanied by the payment to the Scheme by the producer concerned of a contribution fee, pursuant to the article 16 of the above JMD in combination with the article 4B par. 4a of L. 4496/2017. The amount of this contribution is determined in the Entry Agreement of the Producer in the collective Scheme;
- ii)** releases the contracting producers from their liability to fulfil the obligations deriving from the JMD 23615/651/2014 (OGG 1184/9.5.2014) in combination with the article 4B par. 4c of L. 4496/2017;
- iii)** Forces the participant producer to indicate clearly his products with a sign that provides that the EEE has been disposed in the market after the 13th August 2005. Moreover provides to the participant producer the right to identify his products with the identification that is described in the entry agreement as an evidence of his participation in the Scheme according to the article 4B par. 4b of L. 4496/2017.

Have been agreed and mutually accepted the following:

1. Joining the Collective Scheme of Alternative Management ”APPLIANCES RECYCLING S.A”

- 1.1.** Hereby, it is expressly agreed that the Producer joins and participates in the Collective Scheme of Alternative Management of W.E.E.E. “APPLIANCES RECYCLING S.A”, which as it is already stated has been approved by virtue of the Ministerial Decision with number 105134 issued by the Ministry of Environment, Construction and Public Works, its approval being renewed pursuant to the Resolution of 14.6.2011 of the Board of Directors of the National Organisation of WEEE Alternative Management, already Hellenic Recycling Agency (H.R.A.), published the 31th.10.2011 (Reg. No. 598)

- 1.2** According to the JMD 23615/651/2014 (OGG 1184/9.5.2014) (article 17 par. 1) as well as to the Internal Circular Reg. Numb. 119201, the Ministry of Environment and Energy establishes the National Registry of Producers of Electrical and Electronic Equipment and Producers that place EEE by distance included, in order to survey the implementation of the above mentioned JMD. For the constitution of the National Producer Registry, producers or/and authorized representatives in case of article 18 of JMD, need to fill in all relevant information describing the activity of the aforesaid producer in the state-member, information of Annex X part A, with the obligation of updating as well information of Annex X part B pursuant to par.2 article 17 of the above mentioned JMD23615/651/201.
- 1.3** The aforesaid agreed adhesion - participation of the Producer in the Scheme entails his release from the duty of fulfilment of the obligations that arise from the provisions of the 23615/651/201 Joint Ministerial Decision (paragraphs A, B, C, D and E), 9, 10 and 11 of P.D 117/2004 (published in the Bulletin of the Government Gazette, with number (OGG 1184/9.5.2014)) as in force today and as they may be amended in the future in combination with the article 4B par. 4c of L. 4496/2017.

2. CONTRIBUTION

- 2.1** The financial contribution paid by the Producer to Scheme is being reserved exclusively, as well as all the other revenues of the Scheme in order to cover the cost of alternative management as well as the percentage on the above mentioned contribution attributed to the H.R.A. The financial contribution that the Producer pays to the Scheme has been fixed to the amount of fifty (50) Euro per ton for the time period starting from 1.7.2004 until 31.1.2005. Since 1.2.2005 the prices for each category of E.E.E, that are included in the approved by the Ministry file of the Scheme, shall come into effect according to the price list of Annex D of the present, as amended following the approval of the Scheme's new folder and licence renewal. The financial contribution is calculated on the basis of the products put on the market every month, as it is described in detail in the paragraphs herein below. Given that the approval of the Scheme has been published since 17.6.2004, the commencement of the coming into force of the obligation of the Producer for the payment to the Scheme of the financial contribution applies since 1.7.2004. Given that the Scheme bears the recycling cost of the W.E.E.E of all previous years until the day of its approval and for the avoidance of any discrimination against the Producers, who timely joined the Scheme, the obligation for the payment of the financial contribution is in force since 1.7.2004 irrespectively of the day the Producer entered the Scheme. In case of placing on the Greek market of appliances that are not household appliances that is electric and electronic appliances that are due for professional use, this obligation starts the 3rd/2/2006, in accordance with the article 3 of the P.D. 15/2006.

- 2.2 The producer is obliged to declare to the Scheme the products that he places on the Greek market every month, at the latest until the 10th day of the following month and to pay to the Scheme the contribution for these products **within sixty (60) days starting from the date of expiry of the period declared**, by submitting exclusively electronically (using the scheme's portal) a declaration (hereinafter "Declaration"), as this is described in Annex B of the present. The payment of the invoice issued, shall take place **within sixty (60) days starting from the day of expire of the period relevant to the declared period**. In case of late submission of the declaration by the producer, his invoicing shall take place by estimation based on the average of the last 12 month declarations. With the submission of settlement statement by the producer, the following day of the invoicing day, a clearing invoice will be issued. The Producer has the obligation to pay, in case also of estimated invoicing within sixty (60) days starting from the date of expire of the period mentioned in the estimated invoicing, the amount calculated based on the weight of the EEE placed on the Greek market the previous month. In case of late submission of the periodic declaration of the EEE products provided in the Greek market, as due day for the payment of respective (to the declaration) recycling contribution, is taken the sixtieth day, starting the expiration date of the respective period. The electronic submission is being rendered obligatory by the 1st/1/2011. The Producer will be using the web application SCIS (Security and Confidentiality Information System) provided by the Scheme. The entry data of the application will be provided following a written application by the Producer to the Scheme in which the appropriate representative of the Producer will be determined as the sole user of the application. In case of submitting the periodic declaration of products EEE placed on the Greek market, having as a result a contribution fee less than 10€ (VAT not included), the SCIS shall not issue any invoice. If, after the submission of the next periodic declarations, the total sum (without VAT) exceeds the amount of 10€, a total cumulative invoice shall be issued, with the Sum of the contributions deriving until that period.
- In any case the 31th of December of each year, the Scheme will invoice the totality of the non – invoiced (up to that time) deriving contributions (even for amounts below 10€).
- 2.3 By the 1st January of 2013, the Scheme, pursuant to the European and Greek legislation (2001/115/EC EU Directive and POL 1049/2006), may issue electronic invoices replacing the edited ones.
- 2.4 The Producer does not have to pay a contribution for the products he imports but they remain in customs or in a customary warehouse or in a warehouse of the Producer for the purpose of exporting.
- 2.5 The Scheme is able to readjust the amount of the contribution of the Producer after the submission to the competent authority of a new financial and technical study and its valuation by the Hellenic Recycling Agency and its approval by the Minister of Environment, Construction and Public Works. The Producer shall be

informed about the readjustment in writing, which shall come into force from the specified date and shall apply exclusively for the future.

3. OBLIGATIONS OF RECYCLING S.A.

- 3.1** The Scheme is obliged to comply with the terms and conditions set out in the approval of National Organization of Alternative Management of Packaging and other Products already H.R.A. (Hellenic Recycling Agency) by the resolution of the Board of Directors (ΑΔΑ 457Ξ46Ψ8ΟΖ-ΚΨ4) the 14th/6/2011 and put into practice the approved methods of alternative management, pursuant to the JMD 23615/651/E.103 (OGG 1184/9.5.2014).
- 3.2** The Scheme undertakes the obligation and guarantees, that it will comply with the obligations deriving from the article 15 of JMD 23615/651/E.103, (OGG 1184/9.5.2014), related to the issuing on behalf of the Scheme by the H.R.A. of the Alternative Management Certificate relative to the WEEE treated. Moreover, APPLIANCES RECYCLING S.A. undertakes the obligation and guarantees to go on to any action required in order to renew the Scheme's Approval, in accordance to the terms and conditions of the article 14 (par.6a) of the above mentioned JMD 23615/651.
- The Scheme undertakes the obligation to cooperate exclusively with administrators of WEEE disposing the required, where appropriate, by the existing at the time legislation, licenses and approvals and more specifically a) with collectors and transporters, only if they comply with among others with the requirements of separate collection, provided in the article 6, b) with sorting and grading units and companies/units of preparation for reuse, only if they comply among others with the requirements of the paragraphs 2.3 and 2.4 respectively of the article 5A of the JMD 23615/651/2014 as well c) with licensed units of treatment and recovery, only if they comply among others with the requirements of the article 8 of JMD 23615/651/2014.
- 3.3** The Scheme is obliged to prepare and submit to the competent authority an annual detailed report about its operation, the way of fulfilling its obligations and analytical financial data. This annual report includes the schedule of the "SCHEME" for the next year according to article 14 par. 6b of the above JMD 23615/651/2014.
- 3.4** The Scheme undertakes the obligation to organize and put into practice information programs and public awareness of users-public, in accordance with the article 14 par. 4e of the above mentioned JMD 2361/2014.
- 3.5** The Scheme undertakes the obligation to develop the appropriate procedures for the refund of financial contribution to producers, when the EEE is being delivered to markets out of the Greek territory, pursuant to the article 16 par. 4 of JMD 23615/2014. In that case, the Scheme should inform relatively the HRA.

- 3.6** During the term of the present agreement as well as after its termination for any reason, the Scheme is contractually held to treat confidentially all information it receives concerning the Producer according to the provisions of clause 9 of the present.
- 3.7** Article 14 of the JMD 23615/651/2014 provides regular and extraordinary inspections to be conducted by the competent authorities of the State for the observance of the terms on which the approval has been granted to the Scheme. In accordance with the article 2 of L. 3854/2010 (OGG A'94) related to the amendment of the legislation of alternative management of packaging and other products and the National Organization of Alternative Management of packaging another Products, in case of revocation of the approval granted or dissolution of the legal entity of the Scheme, the rest of the amount, having concluded with any payments towards third persons, comes to H.R.A., that has the obligation to transfer it to existing or new alternative management schemes .
- 3.8** Upon a Producer's petition and under the condition that the Producer has complied with the terms of the present, the Scheme is obliged to issue a "Certificate of participation in an approved WEEE alternative management scheme", which shall prove the participation of the Producer in the Scheme and his compliance with the provisions of JMD 23615/651/2014. The above mentioned Certificate shall include among other information the detailed description of the EEE categories that the Producer declared placing onto the Greek market, by joining the Scheme and registering in the Producers' Registry held by H.R.A. pursuant to the par. 1 of article 17 of JMD 23615/651/2014. The Certificate of Participation issued by the Scheme is necessarily attached to the Certificate of Inscription to the National Producers Registry.

4 OBLIGATIONS OF THE PRODUCER

- 4.1** Subject to the requirements of the EU law about the proper functioning of the internal market and the national and European legislation: α) about the designing of products, the P.D. 7/2011 included "Determination of ecodesign requirements for energy related products in compliance with Directive 2009/125/EK. Amendment of the P.D. 32/2010 (A' 70)» (A' 14) and b) about the restriction of use of certain hazardous substances in the manufacture of electrical and electronic equipment according to P.D. 114/2013, the EEE producers are required in the designing and production of electrical and electronic equipment (EEE) :
- a) to cooperate with the WEEE treatment and recycling units in a joint action to facilitate reuse, dismantlement and recovery of WEEE, their components and sub assemblies parts and materials.
 - b) to comply with the eco-design requirements facilitating re-use and treatment of WEEE established in the framework of P.D. 7/2011
 - c) do not prevent, through specific design features or manufacturing processes, the repair, the possible upgrading, the preparation for reuse, the re-use, the dismantling, the recovery and in particular the recycling of WEEE, unless applied

- manufacturing processes and specific design features that offer advantages of over-importance, for example in the protection of the environment and / or safety requirements.
- d) to integrate an increasing quantity of recycled material in new EEE products in order to develop the markets for recycled materials.
- 4.2** The Producer has the obligation to proceed to the necessary actions after signing the present in order to be attributed the Producer Registration Number, which is allocated by the Ministry of Environment and Energy within the prescribed procedure each time. Specifically the Producer shall submit to the H.R.A. an Application for granting the Producer Registration Number fully completed and signed electronically. The subscription of the Producer in the Registry is a condition necessary for the legitimacy of the activity of the Producer and his participation in public renders.
The Producer has the obligation to submit every year new application in the H.R.A. in order to maintain his Producer Registry Number that has been attributed and update his data in the Producer Registry.
- 4.3** The Producer has the obligation to present to the Company the necessary legal documents i.e. the Official Government Gazette (OGG), Articles of Incorporation, certificate of non-bankruptcy etc, as these are being cited in the Annex G of the present, accordingly every time to the legal statute of the company. Furthermore the Producer has the obligation to fill in and submit along with the rest of the above mentioned legal documents the inventory data form (as attached in the present in the Annex E).
- 4.4** The Producer has the obligation to pay to the Scheme the contribution that it is proportional to the products he places into the Greek market according to the terms of clause 2 and Annex D of the present. The Producer is under the obligation to pay to the Scheme the contribution for all the products he has put in the Greek market according to the specific provisions of clause 2 and the Annex D of the present.
- 4.5** The Producer undertakes the obligation to fulfill all his obligations arising from the provisions of the article 12 par. 1 of J.M.D. 23615/2014 OGG 1184/9.5.2014 related to granting information related to the Scheme WEEE treatment facilities.
- 4.6** The Producer, pursuant to paragraph 1 of Article 11 of the Joint Ministerial Decision 23615/2014 Gazette 1184 / 05.09.2014, may inform purchasers of EEE through the instructions for use or at the point of sale, for the costs of collecting, treating and disposing of WEEE in an environmentally sound manner.
- 4.7** The Producer in the application of par. 4 of Article 11 of the Joint Ministerial Decision 23615/2014, in order to minimize the disposal of WEEE as mixed municipal waste and to facilitate its separate collection, must duly note with the symbol shown in Annex IX JMD 23615/2014 (preferably in accordance with European standard EN 50419) the EEE placed on the market.

- 4.8** The Producer explicitly undertakes the obligation, as in the above mentioned in clause 2.2 of the present, to notify legally and on time the System using its portal pertaining the quantities of the Products having been put on the market, in items and tons, so that the category and the weight of E.E.E are evidenced and the Scheme is able to calculate and invoice the outstanding contribution of the corresponding period, as provided in the paragraph 7 of article 4B of L. 4496/2017. If the Scheme discovers in any way that the notified by the Producer information are false or inadequate the Scheme is entitled to terminate the present agreement immediately and to refer the debtor Producer to the competent office for the enforcement of article 21 of JMD P.D 23615/2014 OGG1184/9.5.2014.
- 4.9** The Producer is under the obligation to provide all information, data and documents that might be requested by the auditors appointed by the Scheme, according to the provisions of clause 5 of the present.
- 4.10** The Producer that has his premises outside the Hellenic Territory and sells directly (or/and through e-commerce) electric or/and electronic equipment bearing his brand to end consumers/users in Greece and not through any intermediary agent as reseller or/and retailer or/and other natural or legal person established in Greece, has the obligation to submit a solemn declaration as attached in the present (Annex F).
- 4.11** The Producer shall apply to products placed in the Greek market, European, international or national standards referred within the requirements of composition and reuse and recoverable nature. The Products' management standards approved by the Greek Standardization Body may become obligatory by Joint Decision of Ministers of Environment and Energy and Finance and Development, issued following the recommendation of HRA, pursuant to the article 14 of L. 4496/2017.
- 4.12** The Producer undertakes the obligation pursuant to the par. 14 of the article 4B to inscribe the number of NRP on the selling vouchers, mentioned in the articles 8 to 14 of L. 4308/2014 (A' 251), or are subject to administrative penalties provided in the article 18 ar. 2 (new article 20A par. 4 of L. 2939/2001) of L. 4496/2017.
- 4.13** In case the Producer prevents or in any way avoids the audits decided by HRA pursuant to the article 17 of Law 4496/2017, and / or refuses to provide data or information during these audits or provides false information or data, is being punished with imprisonment of at least three (3) months or an administrative fine of one thousand euros (1.000) to thirty thousand (30,000) euros or both two punishments as provided in Article 18 of Law 4496/2017.
- 4.14** Pursuant to Article 18 par. 1, the obligated producer of EEE who infringes par. 11 of Article 4B of Law 4496/2017, that is the obligation to participate in the National Producers Registry, shall be subject to an administrative fine equal to

twice the amount of the financial contributions which had to pay to a Collective Scheme of Alternative Management during the period of the infringement.

- 4.15** Pursuant to Article 18 par. 2, the producer of EEE which infringes paragraph 11 of Article 4B of Law 4496/2017, namely the obligation to register in the National Producer Registry maintained by the HRA, shall be subject to an administrative fine of one hundred (100) to five hundred thousand (500,000) euros.
- 4.16** Pursuant to article 18 par. 2 the producer of EEE which prevents or in any way avoids the audits decided by HRA according to article 17 of Law 4496/2017, is subject to an administrative fine of five hundred (500) to one million (€ 1,000,000) euros.

5 CONTROL OF THE INFORMATION REPORTED BY THE PRODUCER

- 5.1** The Scheme reserves the right to proceed to audit - either by its own auditors either by assigning this task to an audit firm of his choice – the financial data and statements of the Producer to verify the truth and accuracy of the relevant information declared by the Producer. The Producer, when working with an audit firm of his choice, may sent to the Scheme the Certificate of chartered auditors of the (financial year) use for which special audit of financial statements and data is being processed and this will be accepted by the Scheme.
- 5.2** The above paragraph doesn't exempt the debtor Producer from the obligation to cooperate during an extraordinary sampling audit required by the Scheme in order to certify the truth and accuracy of the financial data and statements declared by the Producer.
- 5.3** This audit is agreed strictly confidential.
- 5.4** The auditors' costs and fees shall be borne exclusively by the Scheme.
- 5.5** In case of denouncement of the present, the Scheme may proceed to the audit of the financial data and statements of the Producer related to the purpose of the present before the advent of the results of the denouncement.
- 5.6** The System, pursuant to the Article 4 par. 15 of Law 4496/2017, is required to check whether the producer complies with the terms of the contract for membership of the AMCS. At the same time HRA, as the competent supervisory authority of Alternative Management Systems, organizes and conducts audits, inter alia, on the observance of the obligation of producers for their inclusion in an AMCS, the information provided by the obligated producer to HRA regarding the migrants in Greek purchase quantities of EEE products, lawfully dispose of them, lawfully dispose of EEE waste and lawful use of the label, in accordance with article 17 par. 1 of Law 4496/2017.

6 LICENCE TO USE THE TRADEMARK

- 6.1** By virtue of the present agreement and during the term of it, the Scheme grants to the Producer - and the Producer accepts under the terms and conditions of the present- the non exclusive right to use the Trademark as it is described in Annex C of the present. The Producer as evidence of his participation in the Scheme shall be able to identify the appliances of E.E.E that are subject to collective alternative management by APPLIANCES RECYCLING S.A for the entire territory of Greece.
- 6.2** The non exclusive licence to use the Trademark given by the Scheme to the Producer means that APPLIANCES RECYCLING S.A is able to provide a relevant license to all other Producers who participate in the Scheme without being restricted by the separate agreements contracted with them.
- 6.3** The present authorisation to use the Trademark does not confer to the Producer any property right in the Trademark and consequently, he is not permitted to assign or grant to any third party, for any reason or cause, the license to use the Trademark.

7 DURATION AND TERMINATION

- 7.1** The duration of the present agreement is agreed for one (1) year, starting from the date of its signing. The present agreement shall be automatically renewed for successive periods of one (1) year, unless terminated by either party upon written notice of termination notified to the other party not later than two (2) months before the expiry date of this Agreement or the expiry of each renewal period.
- 7.2** The present Agreement shall be terminated automatically, in case the license of APPLIANCES RECYCLING S.A. for the collective alternative management of waste of E.E.E. ceases to exist.
- 7.3** During the initially agreed duration of the convention, each party has the right to terminate the present agreement with immediate effect upon prior written notice, for a serious reason that consists in the violation of the obligations of the other party, hereunder or in the case one party ascertains culpable breach of a substantial provision of the contract by the other, and who though being informed by letter he fails to remedy such breach within one (1) month from the receipt of the written notice.
- 7.4** Each contracting party reserves the right to terminate the present agreement with immediate effect if the other party commits an act of bankruptcy or in case of liquidation or compulsory administration.
- 7.5** The Scheme notifies the denouncement of the agreement in the competent supervisory authority, that is to the H.R.A., in order to take the appropriate

administrative measures as indicatively the subtracting the Producer's Register Number, imposition of fine e.t.c., having the possibility to notify it as well to anyone with legal interest.

8. MAINTENANCE OF PERSONAL DATA PROCESSING RECORDS (Greek Law 2472/1997)

The Scheme keeps personal data processing records regarding the employees, the suppliers and other transacting parties, according to Greek Law 2472/1997 concerning the Protection of the Individual from Personal Data Processing, as well as of the European General Regulation (EU) 2016/679 of Data Protection on the non-leakage of Personal Data (EU), to be implemented on 25th of May 2018.

9 CONFIDENTIALITY

- 9.1** The Scheme is contractually held to treat confidentially all information disclosed by the Producer in the frames of the present agreement and the application of the Scheme.
- 9.2** However, the above confidentiality undertaking does not apply in case the disclosure of the confidential information concerning the Producer arises from a legal obligation of the Scheme.
- 9.3** The Scheme reserves also the right to process the receiving information and data concerning the Producer under the terms and conditions of law 2472/1997 and of the other enacted laws issued by the authority of it as well as of the European General Regulation (EU) 2016/679 of Data Protection on the non-leakage of Personal Data (EU), to be implemented on 25th of May 2018.
- 9.4** The Producer undertakes to good use of the web application of the Security and Confidentiality Information Scheme (ensuring security codes, protection of corporate/commercial data presented by the application) by the producer's responsible representative. The Company is not liable for the misuse of the Scheme i.e. leaking confidential information by the producer's responsible representative.

10 MISCELLANEOUS

- 10.1** This Agreement may not be assigned or otherwise transferred to any third party, individual or legal entity, without the prior written consent of the other contracting party.
- 10.2** All notices, services, applications etc. shall be made in writing and shall be addressed to each party at the addresses shown in the beginning of the present Agreement. Any change of the address of each party shall be notified to the other party in writing. The Producer has the obligation to fill in correctly and preserve



the data in the Security and Confidentiality Information System (SCIS) at any time.

10.3 This agreement and the Annexes attached hereto constitute the entire agreement between the parties and supersede all previous agreements and understanding between them. All clauses of this Agreement and the Annexes thereof are agreed substantial.

10.4 The present Agreement shall be governed by the Greek law. Any dispute related to the execution, interpretation or termination of the present agreement shall be settled by the Courts of Athens.

The present agreement was executed in two (2) originals and each contracting party received one (1).

THE CONTRACTING PARTIES

Appliances Recycling S.A.

.....

Marios Intzeler
Managing Director

signature / seal

Efthimios Tsoukalas
Commercial Manager

ANNEX A

CATEGORIES OF PRODUCTS OF ELECTRICAL AND ELECTRONIC EQUIPMENT

Main Categories of E.E.E. and indicative list of products that fall under these categories (according to the legislation concerning the management of Waste E.E.E – Annex II of JMD 23615/2014 OGG 1184/9.5.2014)

1. Large household appliances

Large cooling appliances
Refrigerators
Freezers
Other large appliances used for refrigeration, conservation and storage of food

Washing machines
Clothes dryers
Dish washing machines
Cooking appliances
Electric stoves
Electric hot plates
Microwaves
Other large appliances used for cooking and other processing of food

Electric heating appliances
Electric radiators
Other large appliances used for heating rooms, beds, seating furniture

Electric fans
Air conditioner appliances
Other fanning, exhaust ventilation and conditioning equipment

2. Small household appliances

Vacuum cleaners
Carpet sweepers
Other appliances for cleaning
Appliances used for sewing, knitting, weaving and other processing for textiles
Irons and other appliances for ironing, mangling and other care of clothing
Toasters
Fryers
Grinders, coffee machines and equipment for opening or sealing containers or packages
Electric Knives
Appliances for hair-cutting, hair drying, tooth brushing, shaving, massage and other body care appliances
Clocks, watches and equipment for the purpose of measuring, indicating or registering time
Scales

3. IT and telecommunications equipment

Centralised data processing:
Mainframes

Minicomputers
Printer units
Personal computing:
Personal computer (CPU, mouse, screen and keyboard included)
Laptop computer (CPU, mouse, screen and keyboard included)
Notebook computer
Notepad computers
Printers
Copying equipment
Electrical and electronic typewriters
Pocket and desk calculators
And other products and equipment for the collection, storage, processing, presentation or communication of information by electronic means
User terminals and Schemes
Facsimile
Telex
Telephones
Pay telephones
Cordless telephones
Answering Schemes
And other products or equipment of transmitting sound. Images or other information by telecommunications

4. Consumer equipment and Photovoltaic Panels

Radio sets
Television sets
Video cameras
Video recorder
Hi - Fi recorders
Audio amplifiers
Musical instruments
And other products or equipment for the purpose of recording sound or images, including signals or other technologies for the distribution of sound and image than by telecommunications
Photovoltaic Panels

5. Lighting equipment

Luminaires for fluorescent lamps with the exception of luminaires in households
Straight fluorescent lamps
Compact fluorescent lamps
High intensity discharge lamps, including pressure sodium lamps and metal halide lamps
Low pressure sodium lamps
Other lighting or equipment for the purpose of spreading or controlling light with the exception of filament bulbs

6. Electrical and electronic tools (with the exception of large-scale stationary industrial tools)

Drills
Saws
Sewing machines
Equipment for turning, milling, sanding, grinding, sawing, cutting, shearing, drilling, making holes, punching, folding, bending or similar processing of wood, metal and other materials
Tools for riveting, nailing or screwing or removing rivets, nails, screws or similar uses
Tools for welding, soldering or similar use
Equipment for spraying, spreading, dispersing or other treatment of liquid or gaseous substances by other means
Tools for mowing or other gardening activities

7. Toys, leisure and sports equipment

Electric trains or car racing sets
Hand-held video game consoles
Video games
Computers for biking, diving, running, rowing, etc.
Sports equipment with electric or electronic components
Coin slot machines

8. Medical devices (with the exception of all implanted and infected products)

Radiotherapy equipment
Cardiology
Dialysis
Pulmonary ventilators
Nuclear medicine
Laboratory equipment for in-vitro diagnosis
Analysers
Freezers
Fertilization tests
Other appliances for detecting, preventing, monitoring, treating. Alleviating illness, injury or disability

9. Monitoring and control instruments

Smoke detector
Heating regulators
Thermostats
Measuring, weighting or adjusting appliances for household or as laboratory equipment
Other monitoring and control instruments used in industrial installations (e.g. in control panels)

10. Automatic dispensers

Automatic dispensers for hot drinks
Automatic dispensers for hot or cold bottles or cans
Automatic dispensers for solid products
Automatic dispensers for money
All appliances which deliver automatically all kind of products

The above products' catalogue of Electric and Electronic Equipment is indicative and not exhaustive.

The above categories apply for the transition period defined by KYA23615 / 2014 until 14 August 2018. From 15 August 2018, WEEE Categories are specified in Annex III, without prejudice to Article 2 paragraphs 3 and 4 of Joint Ministerial Decision 23615/2014 and are formed as follows:

Category 1: Heat exchange equipment

Category 2: Monitors and equipment containing monitors larger than 100 cm²

Category 3: Lamps

Category 4: Large-sized Equipment (any external dimension greater than 50 cm)

Category 5: Small Size Equipment (no external dimension greater than 50 cm)

Category 6: Small Size Computer and telecommunication equipment (no external dimension greater than 50 cm)

It is expressly agreed that the Company will send letter of information in relevance to the new categorization and the new indicative catalogue that shall be in force by the 15th of August 2018 as provided in the JMD 23615/2014.

ANNEX B

PERIODIC DECLARATION OF QUANTITIES OF E.E.E PUT ON THE MARKET

NAME OF THE COMPANY
Code of the Contract

Time period of the Declaration
...../...../20.... -/...../20....

Brand of the Products

Categories of EEE	Subcategories of EEE	Items	Weight (kg)
1a Refrigerators, freezers and other appliances used for refrigeration	Refrigerators, freezers and other appliances used for refrigeration		
1b Air conditioner appliances	Air conditioner appliances		
1c Large household appliances except from 1a and 1b	1c.1 Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange		
	1c.2 Microwave oven		
	1c.3 Fans		
	1c.4 All other except 1c.1 , 1c.2 & 1c.3		
2 Small household appliances	2.1 Large equipment (any external dimension more than 50 cm)		
	2.2 Small equipment (no external dimension more than 50 cm)		
3a PC Screens	PC Screens		
3b IT and telecommunications equipment except from 3a	3b.1 Laptops & notebooks		
	3b.2 Calculators (except those deemed pocket)		
	3b.3 Large equipment (any external dimension more than 50 cm) except 3b.1 & 3b.2		
	3b.4 Small equipment (no external dimension more than 50 cm) except 3b.1 & 3b.2		
4a Televisions	Televisions		
4b Consumer equipment except from 4a	4b.1 Large equipment (any external dimension more than 50 cm) (excluding pipe organs installed in churches)		
	4b.2 Small equipment (no external dimension more than 50 cm)		
5a-1 Lighting equipment (*)	5a-1.1 Large equipment (any external dimension more than 50 cm)		
	5a-1.2 Small equipment (no external dimension more than 50 cm)		
5a-2 Lighting equipment (*)	5a-2.1 Large equipment (any external dimension more than 50 cm)		
	5a-2.2 Small equipment (no external dimension more than 50 cm)		
5b Lamps (*)	Lamps		

Categories of EEE	Subcategories of EEE		Items	Weight (kg)
6 Electrical and electronic tools	6.1	Large equipment (any external dimension more than 50 cm)		
	6.2	Small equipment (no external dimension more than 50 cm)		
7 Toys, leisure and sports equipment	7.1	Game consoles		
	7.2	Large equipment (any external dimension more than 50 cm) except 7.1		
	7.3	Small equipment (no external dimension more than 50 cm) except 7.1		
8 Medical devices	8.1	Large equipment (any external dimension more than 50 cm)		
	8.2	Small equipment (no external dimension more than 50 cm)		
9 Monitoring and control instruments	9.1	Large equipment (any external dimension more than 50 cm)		
	9.2	Small equipment (no external dimension more than 50 cm)		
10 Automatic Dispensers	10.1	Equipment which automatically delivers cold products		
	10.2	Large equipment (any external dimension more than 50 cm) except 10.1		
	10.3	Small equipment (no external dimension more than 50 cm) except 10.1		
		Total		

(*) Only the items are declared

Note: These categories of products are according to the Annex II of JMD 23615/2014, which shall be used as guide for the filling in of the periodical declaration.



ANNEX C

SYMBOL - TRADEMARK

A. Depiction - Description



B. Color: Light Green - Black



PANTONE 369C C65 Y100 K8

ANNEX D

**CATALOGUE OF THE FINANCIAL CONTRIBUTION FOR THE ALTERNATIVE
MANAGEMENT OF PRODUCTS OF ELECTRICAL AND ELECTRONIC EQUIPMENT**

		FROM 1/2/2005 UP TO 31/12/2011	FROM 1/1/2012 UP TO 31/12/2012	FROM 1/1/2013
Categories of EEE (*)	Subcategories of EEE	Contribution fee in €/tn	Contribution fee in €/tn	Contribution fee in €/tn
1a Refrigerators, freezers and other appliances used for refrigeration	Refrigerators, freezers and other appliances used for refrigeration	72,03	150,00	180,00
1b Air conditioner appliances	Air conditioner appliances	72,03	100,00	100,00
1c Large household appliances except from 1a and 1b	1c.1 Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange	72,03	125,00	125,00
	1c.2 Microwave oven			
	1c.3 Fans			
	1c.4 All other except 1c.1, 1c.2 & 1c.3			
2 Small household appliances	2.1 Large equipment (any external dimension more than 50 cm)	80,51	160,00	160,00
	2.2 Small equipment (no external dimension more than 50 cm)			
3a PC Screens	PC Screens	254,24	254,24	254,24
3b IT and telecommunications equipment except from 3a	3b.1 Laptops & notebooks	254,24	180,00	160,00
	3b.2 Calculators (except those deemed pocket)			
	3b.3 Large equipment (any external dimension more than 50 cm) except 3b.1 & 3b.2			
	3b.4 Small equipment (no external dimension more than 50 cm) except 3b.1 & 3b.2			
4a Televisions	Televisions	254,24	254,24	254,24
4b Consumer equipment except from 4a	4b.1 Large equipment (any external dimension more than 50 cm) (excluding pipe organs installed in churches)	254,24	200,00	180,00
	4b.2 Small equipment (no external dimension more than 50 cm)			
5a-1 Lighting equipment	5a-1.1 Large equipment (any external dimension more than 50 cm)	125,00	100,00	0,10 (per piece)
	5a-1.2 Small equipment (no external dimension more than 50 cm)			
5a-2 Lighting equipment	5a-2.1 Large equipment (any external dimension more than 50 cm)	125,00	100,00	0,30 (per piece)
	5a-2.2 Small equipment (no external dimension more than 50 cm)			

		FROM 1/2/2005 UP TO 31/12/2011	FROM 1/1/2012 UP TO 31/12/2012	FROM 1/1/2013
Categories of EEE (*)	Subcategories of EEE	Contribution fee in €/tn	Contribution fee in €/tn	Contribution fee in €/tn
5b Lamps	Lamps	0,101 (per piece)	0,101 (per piece)	0,101 (per piece)
6 Electrical and electronic tools	6.1 Large equipment (any external dimension more than 50 cm)	101,70	101,70	101,70
	6.2 Small equipment (no external dimension more than 50 cm)			
7 Toys, leisure and sports equipment	7.1 Game consoles	152,54	180,00	220,00
	7.2 Large equipment (any external dimension more than 50 cm) except 7.1			
	7.3 Small equipment (no external dimension more than 50 cm) except 7.1			
8 Medical devices	8.1 Large equipment (any external dimension more than 50 cm)	50,00	200,00	200,00
	8.2 Small equipment (no external dimension more than 50 cm)			
9 Monitoring and control instruments	9.1 Large equipment (any external dimension more than 50 cm)	152,54	152,54	152,54
	9.2 Small equipment (no external dimension more than 50 cm)			
10 Automatic Dispensers	10.1 Equipment which automatically delivers cold products	76,27	200,00	250,00
	10.2 Large equipment (any external dimension more than 50 cm) except 10.1			
	10.3 Small equipment (no external dimension more than 50 cm) except 10.1			

The above prices don't include VAT

(*) According to the categories of the JMD P.D 23615/2014.

THERE IS A FLAT FEE OF 50 EURO PER TON (VAT NOT INCLUDED) FOR ALL SALES OF THE PERIOD FROM 1/7/2004 UNTIL 31/1/2005 FOR ALL CATEGORIES.

ANNEX E
EEE PRODUCER'S DATA ⁽¹⁾

<u>Prot. Number. Attribution of Codes in the application SCIS*:</u>	PRN:*
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** Filled in Appliances Recycling S.A.*

Company's Trade Name	Company's Trade Name	<u>Trade Name of Authorized Representative</u>
Distinctive Title		
Premises (str., num., city, p.c.)		
Activity		
Correspondence Address (str., num., city, p.c.) (filled if different to the premises)		
TAX NUMBER		
Tax Department		
Date of Company's Establishment/...../.....	
Communication tel.		
Fax		
Corporate URL address		
Director Manager		
CEO		
CFO		
Commercial Manager		
Responsible for the Communication with «Appliances Recycling S.A.»	Name:	<u>Representative's Signature and Seal</u>
	Position:	
	Correspondence:	
	Tel.:	
	Fax:	
	e-mail:	

Categories of EEE	Subcategories of EEE		Mark with x the categories of products used by your company as producer	Brand names of EEE products (by category) for which your company is held as producer
1a Refrigerators, freezers and other appliances used for refrigeration	Refrigerators, freezers and other appliances used for refrigeration			
1b Air conditioner appliances	Air conditioner appliances			
1c Large household appliances except from 1a and 1b	1c.1	Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange		
	1c.2	Microwave oven		
	1c.3	Fans		
	1c.4	All other except 1c.1, 1c.2 & 1c.3		
2 Small household appliances	2.1	Large equipment (any external dimension more than 50 cm)		
	2.2	Small equipment (no external dimension more than 50 cm)		
3a PC Screens	PC Screens			
3b IT and telecommunications equipment except from 3a	3b.1	Laptops & notebooks		
	3b.2	Calculators (except those deemed pocket)		
	3b.3	Large equipment (any external dimension more than 50 cm) except 3b.1 & 3b.2		
	3b.4	Small equipment (no external dimension more than 50 cm) except 3b.1 & 3b.2		
4a Televisions	Televisions			
4b Consumer equipment except from 4a	4b.1	Large equipment (any external dimension more than 50 cm) (excluding pipe organs installed in churches)		
	4b.2	Small equipment (no external dimension more than 50 cm)		
5a-1 Lighting equipment	5a-1.1	Large equipment (any external dimension more than 50 cm)		
	5a-1.2	Small equipment (no external dimension more than 50 cm)		
5a-2 Lighting equipment	5a-2.1	Large equipment (any external dimension more than 50 cm)		
	5a-2.2	Small equipment (no external dimension more than 50 cm)		
5b Lamps	Lamps			
6 Electrical and electronic tools	6.1	Large equipment (any external dimension more than 50 cm)		
	6.2	Small equipment (no external dimension more than 50 cm)		

Categories of EEE	Subcategories of EEE		Mark with x the categories of products used by your company as producer	Brand names of EEE products (by category) for which your company is held as producer
7 Toys, leisure and sports equipment	7.1	Game consoles		
	7.2	Large equipment (any external dimension more than 50 cm) except 7.1		
	7.3	Small equipment (no external dimension more than 50 cm) except 7.1		
8 Medical devices	8.1	Large equipment (any external dimension more than 50 cm)		
	8.2	Small equipment (no external dimension more than 50 cm)		
9 Monitoring and control instruments	9.1	Large equipment (any external dimension more than 50 cm)		
	9.2	Small equipment (no external dimension more than 50 cm)		
10 Automatic Dispensers	10.1	Equipment which automatically delivers cold products		
	10.2	Large equipment (any external dimension more than 50 cm) except 10.1		
	10.3	Small equipment (no external dimension more than 50 cm) except 10.1		

Turnover	
20...	
20...	
20...	

ANNEX F

Date: 20..

TO WHOM IT MAY CONCERN

Dear Sirs,

As legal representative of the company under the trade name “.....” situated in having its registered seat in I hereby confirm that puts on the market directly (and/or through e-commerce) appliances of electrical and/or electronic equipment under its own brand to end customers in Greece and not through any intermediaries such as distributors and/or agents and/or other natural persons or legal entities located in Greece.

Therefore, and in connection with the above statement, acting on behalf of, I acknowledge that (the name of the company) is fully responsible under the Greek and European law for the products of its brand put on the market directly to Greece.

Furthermore, I certify on behalf of (the name of the company) that if at any time (the name of the company) either establishes a legal entity (branch/ subsidiary etc.) or appoints/cooperates with /uses in any way representatives, agents, distributors, importers etc. for the provision of its products in the Greek market, then (the name of the company) undertakes the obligation and warrants that the aforesaid persons/and or entities shall comply with the provisions of the existing legislation concerning the alternative management of waste materials of electrical and electronic equipment in the meaning that the above persons or legal entities shall conclude an entry agreement with “APPLIANCES RECYCLING S.A” for the purpose of joining its collective scheme for the alternative management of waste materials of electrical and electronic equipment.

In this regard the company..... certifies that solely liable for the compliance of the aforesaid persons/entities with their obligations shall remain the company.....

Mr/Mrs... ..

.....
(signature, seals)

on behalf of the company
.....

ANNEX G

LEGAL DOCUMENTS

The Legal Documents that are required by the Producers joining the collective Scheme are the following:

1. Articles of Corporation
2. Solemn Declaration of the legal representative that the company hasn't been liquidated
3. Statutory Minutes of the Board of Directors

If there is an authorized representative a written mandate is required (article 18 of JMD 23615/2014)