

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

In Kallithea, today the ..... 20.., by and between:

**on the first part**

the approved Collective Scheme of Alternative Management of Waste of Electrical and Electronic Equipment “**APPLIANCES RECYCLING SINGLE-MEMBER S.A.**” with distinctive title “**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 Director of EEE Producers Mr. **Efthimios Tsoukalas** (hereinafter called the “**Scheme**”).

**on the second part**

the ....., having its registered seat in .....with tax number ..... 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 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 4<sup>th</sup> July 2012 and other provisions.

**(B)** Pursuant to the new Directive 2012/19 / EC of the European Parliament and of the Council of 4<sup>th</sup>/7/2012 on Waste Electrical and Electronic Equipment (WEEE) adopted in order to reformulate and supplement general management legislation waste. In addition, in accordance with the Implementing Regulation 2019/290 of the European Commission, within the framework of determining the format for registration and reporting of producers of Electrical and Electronic Equipment in the producer register, the producer must indicate for each of the categories or, where applicable, the Subcategories of EEE available on the market, whether defined as "domestic" or "non-domestic" equipment.

(C) Pursuant to Law 4819/2021 which is an integrated framework for waste management - Transposition of Directives 2018/851 and 2018/852 of the European Parliament and of the Council of 30 May 2018 amending Directive 2008/98 / EC on waste and of Directive 94/62 / EC on packaging and packaging waste, framework for the organization of the Hellenic Recycling Organization, provisions for plastic products and the protection of the natural environment, and other regulations.

(D) 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 4<sup>th</sup>/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). Main categories of EEE and indicative list of products that fall under them in accordance with the legislation on the management of Waste of EEE can be found in Annex II & IV of article 23 of JM 23615/2014 GOV 1184 / 9.5.2014.

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 that:

1. professionally produces, develops, manufactures, processes, sells, or imports the items listed in paragraph 1, regardless of the sales technique used, including distance contracts, as defined in paragraph 1 of Article 3 of Law 2251/1994 (A' 191), and places the products on the Greek market for the first time;

established in a Member State of the EU or in a third country, which professionally sells the products referred to in paragraph 1 in Greece directly to households or users other than households, through distance contracts, as defined in paragraph 1 of Article 3 of Law 2251/1994.

2. Without prejudice to point (c), in the case of imports of goods from third territories or third countries into the EU using an electronic interface, such as a platform, web portal, or similar means, the responsibility for fulfilling the producer's obligations arising from the PDO shall lie with the tax representative, where provided for, in accordance with the provisions of Law 2859/2000 (A' 248).
3. In the case of distance sales of goods via an online platform that fall under the PDOP, the obligation to fulfill the producer's obligations arising from the EPR rests with the operator of the online sales platform, unless the seller of the goods submits to the online

sales platform a certificate of registration in the National Register of Packaging and Other Products (EMPA).

It should be clarified that in the case of a company that imports into the country – either from a third country or from another EU country – products intended for its own use, then the company itself is considered to be the liable producer and bears all the obligations of the liable producer under the law, regardless of whether the imported product is intended for commercial (sale) or own use related to the business activity of the company.

Finally, anyone who provides financing exclusively within the framework of or on the basis of a financing agreement is not considered a "producer" unless they also act as a producer within the meaning of points 1 to 4.

Anyone who provides exclusive financing or is being under a financing agreement shall not be considered a "producer" unless he also acts as a producer within the meaning of points 1 to 4.

iv. **"Alternative Management Scheme (AMS)"**: the organization, on an individual or collective basis, of alternative waste management in accordance with the provisions of the relevant EPRP. 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) and the articles 12 and 13 of L. 4819/2021

v. **"Collective Scheme of Alternative Management"** means the organization 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;

x. **"Waste management"**: The collection, transport, recovery, including sorting, and

disposal of waste, including the supervision of such works and the subsequent care of landfills, as well as the actions taken by traders or brokers.

xi. "**Collection**": The collection of waste, including pre-sorting and pre-storage of waste for transport to a waste treatment plant.

xii. "**Separate collection**": The collection in which a waste stream is kept separate by type and nature to facilitate special treatment.

xiii. "**Prevention**": Measures taken before a substance, material or product becomes waste, which reduce: (a) the amount of waste by reusing or extending the life of the products; the environment and human health; or (c) the content of hazardous materials and products.

xiv. "**Reuse**": Any work in which non-waste products or components are reused for the same purpose for which they were designed.

xv. "**Processing**": Recovery or disposal operations, including preparation prior to recovery or disposal.

xvi. "**Recovery**": Any work the main result of which is that the waste serves a useful purpose by replacing other materials that would otherwise be used to perform a particular function, or that the waste is being prepared for that function, either in the facility or in the general context of the economy. A non-exhaustive list of recovery operations is provided in Annex II of Part B of Law 4819/2021.

xvii. "**Material recovery**": Any recovery operation other than energy recovery and reprocessing on materials to be used as fuel or other means of energy production. Includes, among other things, preparation for reuse, recycling and backfilling.

xviii. "**Preparation for reuse**": Any recovery operation that involves inspection, cleaning or repair, in which products or components of products that are now waste are prepared for reuse without further pretreatment.

xix. "**Recycling**": Any recovery operation in which waste is converted back into products, materials or substances intended either to serve its original purpose or for other purposes. It includes the reprocessing of organic materials, but not the recovery of energy and the reprocessing of materials to be used as fuel or in earthworks.

xx. "**Extended Producer's Responsibility Program (EPRP)**": A set of rules that ensure that product producers have financial or financial and organizational responsibility for managing the life cycle of a waste product.

(E) 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 11 par.1 of Law 4819/2021, 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 L. 4819/2021 article 11 par. 2.cc in combination with article 16 of the above mentioned JMD. The financial contribution includes as well the percentage on the above mentioned contribution, attributed to HRA pursuant to the article 98 par. 1a of the L. 4819/2021.

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 13 D.2.z of Law 4819/2021, such as the cooperation 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.

**(F)** 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 Hellenic Recycling Agency by resolution of the Board of Directors (ADA 63ΤΨ46Ψ8ΟΖ-ΗΜΣ) on the 24.9.2020, in accordance with the provisions of the legislation in force.

**(G)** 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.

**(H)** 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 11 par. 2cc par. 4a of L. 4819/2021. The amount of this contribution is determined in the Adhesion 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 11 par. 4b of L. 4819/2021;

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 13<sup>th</sup> 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 11 par. 4a of L. 4819/2021.

(I) In accordance with the provisions of Law 4819/2021, in order to enhance reuse and prevention, recycling and other forms of waste recovery, measures may be taken to ensure that natural or legal persons, who professionally produce, develop, manufacture, process, process, sell or import products, have extended producer responsibility. Competent authorities shall be given the opportunity to take appropriate measures to encourage the design of products and components of products, in order to reduce their negative impact on the environment and the production of waste during the production and consequent use of products and for the purpose of ensuring that the recovery and disposal of products that have become waste are carried out in accordance with articles 4 and 35 of Law 4819/2021.

(J) The Extended Producer Responsibility Programs (EPRP) that are established in accordance with par. 1 of article 8 and article 10 of law 4819/2021, including those that have been established under law 4736/2020 (A '200), among other reasons, are planned in order to avoid trade barriers or distortions of competition, ensure industrial and commercial secrecy rights and equal treatment of producers, regardless of their origin or size, without causing a disproportionate administrative burden on producers, including small and medium-sized enterprises that produce small quantities of products.

### **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 is part of the Collective Scheme of Alternative Management of W.E.E.E. “APPLIANCES RECYCLING S.A”, nationwide, which as mentioned above has renewed the approval of the organization and operation of the CSAM, pursuant to the Resolution No 172.1/24.9.2020 of the Board of Directors of the Hellenic Recycling Agency (HRA) (ADA 63TΨ46Ψ8OZ-HMΣ).

1.2 According to par. 5 of article 11 of Law 4819/2021, the Hellenic Recycling Organization (EOAN) maintains the National Register of Manufacturers of Electrical and Electronic Equipment, including producers who supply EEE using remote communication for the purpose of monitoring. the observance of the requirements of the above JM 23615/2014. 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.

## 2. CONTRIBUTION

**2.1** The financial contribution paid by the Producer to the Scheme is being reserved exclusively, as well as all the other revenues of the Scheme, to cover the cost of alternative management as well as the percentage on the said contribution attributed to HRA. From 21.10.2020, the prices per EEE category included in the approved file of the Scheme are valid, according to the price list of Annexes B1, C1 and D hereof, as it was adjusted after the approval of the new file of the System and the renewal of its license, in exemption of the prices related to EEE of foodservice products that begin to apply the 1<sup>st</sup>.10.2022. The financial contribution is calculated on the basis of the EEE products placed on the Greek market each month, as detailed in the following paragraphs. According to the decision to renew the approval of the Scheme by the Board of Directors of HRA with ΑΔΑ 63ΤΨ46Ψ8ΟΖ-ΗΜΣ the obligation of the Producer for the payment of the financial contribution to the Scheme is applied for the three previous years of its membership in the Scheme, based on the valid financial contributions of the year of integration moreover if the producer did not adhere in the Scheme at the beginning of its operation. As a result, EEE producers who adhered into the Scheme later, while having an obligation to join before the accession year, pay a retroactive contribution to the CSAM for the three years preceding their accession. As the Scheme will bear the cost of recycling WEEE of all previous years and in order to avoid discrimination against producers who have joined in time, **the obligation to pay the financial contribution is paid retroactively for the three previous years of the producer's membership.**

**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 10<sup>th</sup> 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 B3 and C3 of the present. The payment of the invoice issued, shall take place **within sixty (60) days starting from the day of expiry 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 expiry 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 1<sup>st</sup>/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** It is expressly agreed here that for the producers of electrical and electronic equipment of foodservice products who happen to have in the Greek market and EEE with a particularly high weight, which includes elements other than electrical and / or electronic components, a special contribution payment framework is defined according to the following categorization which is also reflected in the relevant Annexes:

- For the devices of Electrical and Electronic Equipment weighting up to 20 kilos, the financial contribution that will be paid will be the same according to the valid financial contributions as they are described in detail in Annex B1.
- For the devices of Electrical and Electronic Equipment weighting more than 20 kg up to 100 kg according to a special categorization which is described in detail in Annex C1 and includes the categories 1\_1a.1, 1\_1c.1.1, 1\_10.1.1, 4\_1c.4.1.1, 4\_2.1.1, 4\_10.2.1, 5\_1c.4.2.1, 5\_2.2.1, 5\_10.3.1 the Recycling Financial Contribution is set at the amount of 50 € / ton.
- For Electrical and Electronic Equipment weighting from 100 kg and more the financial contribution will be calculated based on the isolated weight of its electronic / electrical part (ex. motors, electrical resistors, thermostats, etc.), will be included in the applicable categories and will apply current contributions as detailed in Annex B1. The isolated weight of the electrical and electronic equipment is calculated according to the data obtained from the user manuals and other information leaflets that accompany the electrical and electronic equipment in conjunction with the declaration submitted by the producer to the Scheme.

**2.4** By the 1<sup>st</sup> 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.

**2.5** 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.

**2.6** 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 per category by the Board of Directors of HRA. 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 H.R.A. (Hellenic Recycling Agency) by the resolution of the Board of Directors (ΑΔΑ 63ΤΨ46Ψ8ΟΖ-ΗΜΣ) the 24<sup>th</sup>/9/2020 and put into practice the approved methods of alternative management, pursuant to the JMD 23615/651/E.103 (OGG 1184/9.5.2014).

The Scheme must achieve at least per year of validity of its license the WEEE collection targets as they are mentioned in par. A.4.1 of the Scheme's approval, as well as the recycling and preparation targets for reuse and recovery targets per category of WEEE as they are mentioned in par. A.4.2.

**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.

The Scheme must ensure: a) the separate collection of waste electrical and electronic equipment (WEEE) from the end user in special bins with appropriate labeling, so that this waste is channeled to the most appropriate waste alternative management and reduce as possible, the disposal of electrical and electronic equipment as mixed municipal waste and thus such waste to be recycled at a high rate and b) preparation for reuse, treatment and recovery of collected waste in accordance with the conditions of article 5A of JM 23615/2014 ( 1184 B ).

**3.3** The Scheme is obliged to submit to HRA for evaluation of a detailed annual report in accordance with the approved business plan, which includes at least data on its operation, the manner of fulfillment of its obligations and detailed financial data in accordance with par. 11 of article 12 of L. 4819/2021, as in force. In addition, it is obliged to submit annually to HRA an evaluation planning report for the next three (3) years, according to article 14 par. 6b of the above JM 23615 and par. 10 of article 12 of 4819/2021 as it is in force and following the current requirements of HRA.

**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. The Scheme is obliged to organize and implement information and awareness programs for users - public, according to article 14

par. 4e of the above JM 23615/2014 and article 12 par. 10 of law 4819/2021. In addition, the Scheme is obliged to publish by posting on its website and in any other way it deems appropriate, indicative information about the CSAM, the producers, the objectives pursued and the achieved results, the annual reports of the SAM, the current version of the model contract for adhesion in the SAM of the obligated producer, the current version of the Regulation of Procurement, Services, Works and Studies that applies and an updated list of cooperating companies active in the alternative management of WEEE (article 12 par. 11 of law 4819/2021 ). Within this framework, the Scheme is obliged to submit true and documented data to HRA, regarding the quantities of WEEE, by type and category, which were processed within its responsibilities, as well as the methodology of collecting this data.

**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.

**3.9** The Scheme must ensure that the network of collection points for Electrical and Electronic Equipment Waste is sufficiently developed in all regional units of Greece. For this reason, the Scheme maintains and continuously develops WEEE collection networks by concluding cooperation agreements with First Degree Local Authorities, retail stores, specialized stores and Super Markets handling EEE, Public Services and public and private sector companies and scrap metal traders.

**3.10** The Scheme must ensure the possibility of participation of all interested liable producers of Electrical and Electronic Equipment in the SAM, in order to avoid barriers to trade, distortions of competition and discrimination against imported products.

**3.11** The Scheme must conclude contracts for the adhesion of obligated producers in the SAM, on the basis of a model adhesion agreement in which the terms of section A.6 of resolution no. 172.1 / 24.09.2020 are taken into account and incorporated. The CSAM body must submit to HRA to evaluate the current version of the standard adhesion agreement before its implementation and to incorporate in it any observations of HRA in matters of its competence and / or follow relevant guidelines.

**3.12** The Scheme must check whether the producers-members comply with the terms of their agreement of inclusion in the CSAM, as well as to ask the producers as a condition for the continuation of the adhesion agreement their certificate of registration in the National Register of Producers (NRP), according to YA 181504/2016 as in each case. The Scheme must therefore submit in the National Register of Producers a) a certificate that a relevant adhesion agreement with the obligated producer is in force within fifteen (15) calendar days from the registration of the data and information by the producer, in accordance with the provisions of article 5 of YA 181504/2016 as in force from time to time, b) a statement in which it appears whether or not it finds a difference between the quantities registered by the producer of the NTUA report and the quantities declared to the institution for the reference year and c) the reason (s) for termination of the contract in summary.

**3.13** The Scheme may redefine the financial contributions of the liable EEE producers, based on the actual operating data of the Scheme, after prior approval by the Board of Directors of HRA.

**3.14** The Scheme according to par. A.12.6. of the resolution of approval from 24/9/2020 with ΑΔΑ 63ΤΨ46Ψ8ΟΖ-ΗΜΣ must inform HRA whenever it finds violations of the current legislation for the alternative management of Waste of Electrical and Electronic Equipment and is obliged to assist HRA in the investigation of relevant complaints.

**3.15** The Scheme according to paragraph A11.1 of the decision of its approval by the BD of HRA, must submit to HRA the results of the application of the ecodesign criteria per EEE subcategory listed in the financial contribution list, to assess any variation in their management costs and to review the variation of the monetary contribution where required. Therefore, it proceeded to the planning and implementation of actions to create incentives for ecological design of products, mainly through the diversification of Financial Contributions, taking into account the promotion of prevention, reuse and recycling and the contribution to the efficiency of resources.

The Scheme may, at the request of the Producer, impose more favorable financial contributions to the Producer due to the ecological design of the EEE placed on the Greek market, as they are listed in Annex D if the said EEE meets specific conditions.

The Scheme must check the existence of these conditions and factors such as the recyclability of the EEE, its construction within the Greek territory, its energy efficiency, waste minimization, its durability and its environmental friendliness and to ask by the

Producer the submission of the necessary supporting documents through the special Security and Confidentiality Information System (PSAE). The System must notify the Producer in writing of the result of the verification of the supporting documents and the reasons for its rejection of inclusion in the most favorable financial contributions.

## **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: a) 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.

For the implementation of the extended producer responsibility, all technically feasible and economically viable ways are taken into account, as well as all the effects on the environment, human health and society and the proper functioning of the internal market is ensured (article 8 par. 3 law 4819 / 2021).

**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 as well submit into the Scheme, in order to maintain the adhesion agreement, certificate of registration into the National Producers’ Registry (NPR), pursuant to the MD 1811504/2016 in issue.

**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 A).

**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 respective Annexes B1, C1 and 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 it's 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 2.c.cc of article 11 of L. 4819/2021. 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 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 national 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 par. 2 article 87 of L. 4819/2021.

**4.11** The Producer undertakes the obligation pursuant to the par. 7 of the article 11 of L. 4819/2021 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 69 par. 4 of L. 4819/2021.

**4.12** In case the Producer prevents or in any way avoids the audits decided by HRA pursuant to the article 67 of Law 4819/2021, 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 up to one hundred eighty (180) daily units ή or both two punishments as provided in Article 68 par. 4 of Law 4819/2021.

**4.13** Pursuant to the provisions of article 2 par. 2.1 hereof, the EEE Producer who adheres late with the SAM organization, while he was obliged to join before the year of contract, pays to the SAM the retroactive contribution for the three previous years of the membership, based on the current cash contributions of the year of accession. According to article 69 par. 1 of law 4819/2021, the obligated producer of EEE that violates paragraphs 1 and 4 of article 11 of law 4819/2021, ie the obligation to participate in CSAM, is imposed an administrative fine equal to Minimum financial contributions of circumstance b' of par. 3 of article 13, which are valid at the time of the finding of the violation, which he would have paid to SAM for the period of the last five (5) years.

The inclusion and the payment of the retroactive contribution, according to par. A.6.6. of the approval decision of 24/9/2020 with ΑΔΑ 63ΤΨ46Ψ8ΟΖ-ΗΜΣ, does not annul the obligation of the producer for control and possible imposition of a sanction by HRA for all the previous years from the start of operation of the Scheme.

**4.14** Pursuant to Article 69 par. 2, the producer of EEE which infringes paragraph 2.cb of Article 11 of Law 4819/2021, 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.

**4.15** Pursuant to article 69 par. 11 to the producer of packages and to the producer or manager of other products, to the distributor of packages or to the distributor of other products, as well as to the body SAM or CSAM that prevents or avoids audit decided by HRA, according to article 67, an administrative fine is imposed from five thousand (5,000) euros to one million (1,000,000) euros.

**4.16** Manufacturers or importers of electrical and electronic equipment are required to notify the seller in writing of the availability of the necessary spare parts and its duration. When the relevant information is not provided, spare parts are deemed not to be available. The seller is obliged to make this information available to the buyer, in any convenient way.

**4.17** Products of electrical and electronic equipment products and household appliances, which are not suitable for sale, especially due to errors or defects or deficiencies in the packaging, labeling or weight or due to withdrawal from the market, are obliged to comply with paragraph 1 of Article 4 of N. 4819/2021. If they cannot be used in accordance with this paragraph, they must be led by producers, importers and distributors for recycling or recovery, in accordance with the provisions of Article 4 for the prioritization of waste. Only if it is not possible to recycle or recover them for

technical or financial reasons, the above persons manage the products of par. 1 through disposal in landfills (landfills).

**4.18** In case of remote selling of goods through an online platform which fall under an EPRP, the obligation to fulfill the obligations of the producer arising from an EPRP is the responsibility of the administrator of the online sales platform unless the seller of the goods submits registration certificate in the National Producers' Registry (NPR). The online sales platform, among others: a) contracts with SAM, b) subscribes to NPR, c) pays a financial contribution in accordance with the provisions of the relevant contract with SAM. The contribution is calculated based on the quantity, type and category of products, as they are specified in the relevant EPRP and ensures that the cost data of case (a) of par. 3 of article 9 of law 4819/2021 are covered.

**4.19** The Producer, in case of submitting a request for inclusion in the most favorable financial contributions due to ecological design of the EEE placed on the Greek market, must submit through the electronic platform of the System (PSAE), in a field that will be clearly identified during the submission of the periodic statement of EEE placed in the market, the necessary justification documents that meets the required conditions as set out in Annex D.

## **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 Scheme, pursuant to the Article 12 par. 15 of Law 4819/2021 as well the terms of its operational approval, 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 disposed in Greek market quantities of EEE products, lawful disposal of them, lawful disposal of EEE waste and lawful use of the label, pursuant to the article 16 par. 1 a-g of L.4819/2021. In the opposite case restrictions are being imposed to the producer as mentioned analytically in par. 4.12 of the present agreement.

## **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 F 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. If the decision approving the operation of the SAM is revoked or not renewed by HRA, APPLIANCES RECYCLING SINGLE-MEMBER SA is dissolved and put into liquidation. In this case, the remaining amount, after the repayment of the debts of the Scheme to third parties, falls to the HRA, which is obliged to allocate it for the achievement of the relevant objectives. By decision of HRA is determined the manner of distribution of the amount of the present SAM among the other CSAM, as well as any other relevant issue taking into account in particular the performance of the existing CSAM and the quantities of the producers.

**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 (= L. 4624/2019)**

The Scheme maintains a computerized record of personal data for employees, suppliers and other transacting parties in accordance with Law 4624/2019 "on the protection of individuals with regard to the processing of Personal Data and transposition into national law of the Directive (EU) 2016 / 680 of the European Parliament and of the Council of 27 April 2016 '.

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) has been in force since 25 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.

**9.1** The Scheme reserves also the right to process the receiving information and data concerning the Producer under the terms and conditions of law 4624/2019 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), implemented on 25th of May 2018.

**9.2** 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

For Appliances Recycling S-M S.A.

.....

Marios Intzeler  
Managing Director

signature / seal

Efthimios Tsoukalas  
Director of EEE Producers

**ANNEX A**  
**EEE PRODUCER'S DATA**

<b><u>Prot. Number. Attribution of Codes in the application SCIS*:</u></b>	<b><u>PRN:*</u></b>
--	---------------------

*\* Filled in Appliances Recycling S.A.*

<b>Company's Trade Name</b>	
<b>Distinctive Title</b>	
<b>Premises (str., num., city, p.c.)</b>	
<b>Activity</b>	
<b>Correspondence Address (str., num., city, p.c.) (filled if different to the premises)</b>	
<b>TAX NUMBER</b>	
<b>Tax Department</b>	
<b>Date of Company's Establishment</b>	...../ ...../ .....
<b>Communication tel.</b>	
<b>Corporate URL address</b>	
<b>Legal Representative</b>	
<b>Responsible for the Communication with «Appliances Recycling S.A.»</b>	<b><u>Name:</u></b>
	<b><u>Position:</u></b>
	<b><u>Tel.:</u></b>
	<b><u>e-mail responsible for the communication (one address only):</u></b>
	<b><u>e-mail for e-invoices:</u></b>

<b><u>Turnover of the last three years</u></b>	
<b>20...</b>	
<b>20...</b>	
<b>20...</b>	

## ANNEX B

### **B1. CATALOGUE OF THE FINANCIAL CONTRIBUTION FOR THE ALTERNATIVE MANAGEMENT OF PRODUCTS OF ELECTRICAL AND ELECTRONIC EQUIPMENT**

CATEGORIES	TYPE OF EEE		HOUSEHOLD CONTRIBUTION FEE (€/tn)	NON HOUSEHOLD CONTRIBUTION FEE (€/tn)	
	SUBCATEGORIES				
1. Temperature exchange equipment	1_1a	Refrigerators, freezers and other appliances used for refrigeration	180,00	180,00	
	1_1b	Air conditioner appliances	100,00	100,00	
	1_1c.1	Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange	125,00	125,00	
	1_10.1	Equipment which automatically delivers cold products	250,00	250,00	
2. Screens, monitors and equipment containing screens having a surface greater than 100cm <sup>2</sup>	2_3a	PC Screens, Monitors	254,24	254,24	
	2_3b.1	Laptops & notebooks	160,00	160,00	
	2_4a	Televisions	254,24	254,24	
3. Lamps	3_5b*	Lamps	0,101 (€/per piece)	0,101 (€/per piece)	
4. Large equipment (any external dimension greater than 50 cm)	4_1c.4.1	Large white household & non household appliances (any external dimension more than 50 cm) except 1_1a (Refrigerators)	125,00	125,00	
	4_2.1	Small household & non household appliances (any external dimension more than 50 cm)	160,00	160,00	
	4_3.b.3	IT and telecommunications equipment (any external dimension more than 50 cm) except 2_3b1 (laptop, notebook), 6_3b.5 (mobile phones)	160,00	160,00	
	4_4b.1	Consumer equipment (any external dimension more than 50 cm) except 6_4b.3 (cables)	180,00	180,00	
	4_5a-1.1*	Household lighting equipment (any external dimension more than 50 cm)	0,10 (€/per piece)	-	
	4_5a-2.1*	Non household lighting equipment (any external dimension more than 50 cm)	-	0,30 (€/per piece)	
	4_6.1	Electrical and electronic tools (any external dimension more than 50 cm)	101,70	101,70	
	4_7.2	Toys, leisure and sports equipment (any external dimension more than 50 cm) except 6_7.1 (game consoles)	220,00	220,00	
	4_8.1	Medical devices (any external dimension more than 50 cm)	200,00	200,00	
	4_9.1	Monitoring and control instruments (any external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))	152,54	152,54	
	4_10.2	Automatic dispensers (any external dimension more than 50 cm) except 1_10.1 (Equipment which automatically delivers cold products)	250,00	250,00	
	5. Small equipment (no external dimension more than 50 cm)	5_1c.4.2	Other white household & non household appliances (no external dimension more than 50 cm) except 1_1a (Refrigerators)	125,00	125,00
		5_2.2	Small household & non household appliances (no external dimension more than 50 cm)	160,00	160,00
		5_2.2.2	Electronic cigarettes	3.000,00	3.000,00
5_4b.2		Consumer equipment (no external dimension more than 50 cm) except 6_4b.3 (cables)	180,00	180,00	
5_5a-1.2*		Household lighting equipment (no external dimension more than 50 cm)	0,10 (€/per piece)	-	
5_5a-2.2*		Non household lighting equipment (no external dimension more than 50 cm)	-	0,30 (€/per piece)	
5_6.2		Electrical and electronic tools (no external dimension more than 50 cm)	101,70	101,70	
5_7.3		Toys, leisure and sports equipment (no external dimension more than 50 cm) except 6_7.1 (game consoles)	220,00	220,00	
5_8.2		Medical devices (no external dimension more than 50 cm)	200,00	200,00	
5_9.2		Monitoring and control instruments (no external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))	152,54	152,54	
5_9.3		Smoke detectors (radioactive)	152,54	152,54	
5_10.3		Automatic dispensers (no external dimension more than 50 cm) except 1_10.1 (Equipment which automatically delivers cold products)	250,00	250,00	
6. Small IT & Telecommunications equipment (no external dimension more than 50 cm)		6_3b.4	IT and telecommunications equipment (no external dimension more than 50 cm) except 2_3b1 (laptop, notebook), 6_3b.5 (mobile phones)	160,00	160,00
		6_3b.5	Mobile phones	160,00	160,00
	6_3b.6.1	Ink Cartridge	160,00	160,00	
	6_3b.6.2	Toners	160,00	160,00	
	6_7.1	Game consoles	220,00	220,00	
	6_4b.3	Cables	180,00	180,00	

The above price list also applies to **Catering EEE** in the following cases:

1. When the EEE WEIGHTS ≤ 20 KG or
2. When the EEE WEIGHTS ≥ 100 KG, where for the calculation of fee is taken into account <b>only the weight of the electrical part</b> and not the weight of the whole device, as in other cases.

The above fees don't include VAT  
Pursuant to the categorization of JMD 23615/2014 GG 1184/9.5.2014

**TABLE OF GATEGORY 5 DIVISION**

5a-1 Lighting fixtures (*)	5a-2 Lighting fixtures (*)
Pendant Lights (also fluorescent for domestic use)	Fluorescent lamps (for professional use except category a1)
Wall sconces	Lights with embeded Ballast (except category a1)
Wall Lanterns (indoor & outdoor)	Metal Halide Lighting
Ground burried lights (up to 14cm long diameter)	PL Lights
Table lamps	Road & tunnel lighting
Spots (charge per spot)	Urban Lights
Iodine Headlamps (up to 500 Watt or LED equivalent)	Headlamps (all types except category a1)
Lenses of all technologies	Bell-shaped Lamps (all types)
Led Strips/ Garlands (charge per meter)	Ground burried lights (14cm long or more in diameter)
	LED lamps (for professional use other than a1)
	Domestic Lighting: 1. Chandeliers (of all types) 2. Floor Lights (of all types)
	Glass Sphere balls ( up to 40cm diameter)

## B2. SUB-CATEGORY LABELING TABLE

CATEGORIES	SUBCATEGORIES		Mark with x the (sub)categories of products used by your company as produce		Brand names of EEE products (by subcategory) for which your company is held as producer	
			HOUSEHOLD	NON HOUSEHOLD	HOUSEHOLD	NON HOUSEHOLD
	<b>TYPE OF EEE</b>					
1. Temperature exchange equipment	1_1a	Refrigerators, freezers and other appliances used for refrigeration				
	1_1b	Air conditioner appliances				
	1_1c.1	Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange				
	1_10.1	Equipment which automatically delivers cold products				
2. Screens, monitors and equipment containing screens having a surface greater than 100cm <sup>2</sup>	2_3a	PC Screens, Monitors				
	2_3b.1	Laptops & notebooks				
	2_4a	Televisions				
3. Lamps	3_5b*	Lamps				
4. Large equipment (any external dimension greater than 50 cm)	4_1c.4.1	Large white household & non household appliances (any external dimension more than 50 cm) except 1_1a(Refrigerators)				
	4_2.1	Small household & non household appliances (any external dimension more than 50 cm)				
	4_3b.3	IT and telecommunications equipment (any external dimension more than 50 cm) except 2_3b1(laptop,notebook), 6_3b.5 (mobile phones)				
	4_4b.1	Consumer equipment (any external dimension more than 50 cm) except 6_4b.3(cables)				
	4_5a-1.1	Household lighting equipment (any external dimension more than 50 cm)				
	4_5a-2.1	Non household lighting equipment (any external dimension more than 50 cm)				
	4_6.1	Electrical and electronic tools (any external dimension more than 50 cm)				
	4_7.2	Toys, leisure and sports equipment (any external dimension more than 50 cm) except 6_7.1 (game consoles)				
	4_8.1	Medical devices (any external dimension more than 50 cm)				
	4_9.1	Monitoring and control instruments (any external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))				
4_10.2	Automatic dispensers (any external dimension more than 50 cm) except 1_10.1(Equipment which automatically delivers cold products)					
5. Small equipment (no external dimension more than 50 cm)	5_1c.4.2	Other white household & non household appliances (no external dimension more than 50 cm) except 1_1a(Refrigerators)				
	5_2.2	Small household & non household appliances (no external dimension more than 50 cm)				
	5_2.2.2	Electronic cigarettes				
	5_4b.2	Consumer equipment (no external dimension more than 50 cm) except 6_4b.3(cables)				
	5_5a-1.2	Household lighting equipment (no external dimension more than 50 cm)				
	5_5a-2.2	Non household lighting equipment (no external dimension more than 50 cm)				
	5_6.2	Electrical and electronic tools (no external dimension more than 50 cm)				
	5_7.3	Toys, leisure and sports equipment (no external dimension more than 50 cm) except 6_7.1 (game consoles)				
	5_8.2	Medical devices (no external dimension more than 50 cm)				
	5_9.2	Monitoring and control instruments (no external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))				
5_9.3	Smoke detectors (radioactive)					
5_10.3	Automatic dispensers (no external dimension more than 50 cm) except 1_10.1(Equipment which automatically delivers cold products)					
6. Small IT & Telecommunications equipment (no external dimension more than 50 cm)	6_3b.4	IT and telecommunications equipment (no external dimension more than 50 cm) except 2_3b1(laptop,notebook),6_3b.5 (mobile phones)				
	6_3b.5	Mobile phones				
	6_3b.6.1	Ink Cartridge				
	6_3b.6.2	Toners				
	6_7.1	Game consoles				
	6_4b.3	Cables				

## B3. PERIODIC DECLARATION OF EEE QUANTITY AVAILABLE TO THE GREEK MARKET

<b>Time period of declaration</b>
...../...../20.... - ...../...../20...

CATEGORIES	SUBCATEGORIES	TYPE OF EEE					
		HOUSEHOLD		NON HOUSEHOLD			
		ITEMS	WEIGHT (tn)	ITEMS	WEIGHT (tn)		
1. Temperature exchange equipment	1_1a	Refrigerators, freezers and other appliances used for refrigeration					
	1_1b	Air conditioner appliances					
	1_1c.1	Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange					
	1_10.1	Equipment which automatically delivers cold products					
2. Screens, monitors and equipment containing screens having a surface greater than 100cm <sup>2</sup>	2_3a	PC Screens, Monitors					
	2_3b.1	Laptops & notebooks					
	2_4a	Televisions					
3. Lamps	3_5b*	Lamps	-			-	
4. Large equipment (any external dimension greater than 50 cm)	4_1c.4.1	Large white household & non household appliances (any external dimension more than 50 cm) except 1_1a(Refrigerators)					
	4_2.1	Small household & non household appliances (any external dimension more than 50 cm)					
	4_3.b.3	IT and telecommunications equipment (any external dimension more than 50 cm) except 2_3b1(laptop,notebook), 6_3b.5 (mobile phones)					
	4_4b.1	Consumer equipment (any external dimension more than 50 cm) except 6_4b.3(cables)					
	4_5a-1.1	Household lighting equipment (any external dimension more than 50 cm)			-	-	
	4_5a-2.1	Non household lighting equipment (any external dimension more than 50 cm)	-	-			
	4_6.1	Electrical and electronic tools (any external dimension more than 50 cm)					
	4_7.2	Toys, leisure and sports equipment (any external dimension more than 50 cm) except 6_7.1 (game consoles)					
	4_8.1	Medical devices (any external dimension more than 50 cm)					
	4_9.1	Monitoring and control instruments (any external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))					
	4_10.2	Automatic dispensers (any external dimension more than 50 cm) except 1_10.1[Equipment which automatically delivers cold products]					
	5. Small equipment (no external dimension more than 50 cm)	5_1c.4.2	Other white household & non household appliances (no external dimension more than 50 cm) except 1_1a(Refrigerators)				
		5_2.2	Small household & non household appliances (no external dimension more than 50 cm)				
5_2.2.2		Electronic cigarettes					
5_4b.2		Consumer equipment (no external dimension more than 50 cm) except 6_4b.3(cables)					
5_5a-1.2		Household lighting equipment (no external dimension more than 50 cm)			-	-	
5_5a-2.2		Non household lighting equipment (no external dimension more than 50 cm)	-	-			
5_6.2		Electrical and electronic tools (no external dimension more than 50 cm)					
5_7.3		Toys, leisure and sports equipment (no external dimension more than 50 cm) except 6_7.1 (game consoles)					
5_8.2		Medical devices (no external dimension more than 50 cm)					
5_9.2		Monitoring and control instruments (no external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))					
5_9.3		Smoke detectors (radioactive)					
5_10.3		Automatic dispensers (no external dimension more than 50 cm) except 1_10.1[Equipment which automatically delivers cold products]					
6. Small IT & Telecommunications equipment (no external dimension more than 50 cm)		6_3b.4	IT and telecommunications equipment (no external dimension more than 50 cm) except 2_3b1(laptop,notebook),6_3b.5 (mobile phones)				
	6_3b.5	Mobile phones					
	6_3b.6.1	Ink Cartridge					
	6_3b.6.2	Toners					
	6_7.1	Game consoles					
	6_4b.3	Cables					

(\* ) Only items are being declared

Note: Products are being categorized pursuant to the ANNEX II of JMD 23615/2014.

## ANNEX C – MASS CATERING

### C1. CATALOGUE OF THE FINANCIAL CONTRIBUTION FOR THE ALTERNATIVE MANAGEMENT CONTRIBUTIONS OF MASS CATERING OF WEIGHT OVER 20 KG UP TO 100 KG

CATEGORIES	TYPE OF EEE		NON HOUSEHOLD
	SUBCATEGORIES		CONTRIBUTION FEE (€/tn)
1. Temperature exchange equipment	1_1a.1	Catering Refrigerators, freezers and other appliances used for refrigeration (20 KG <WEIGHT <100 KG)	50,00
	1_1c.1.1	Catering Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange (20 KG <WEIGHT <100 KG)	50,00
	1_10.1.1	Catering Equipment which automatically delivers cold products (20 KG <WEIGHT <100 KG)	50,00
4. Large equipment (any external dimension greater than 50 cm)	4_1c.4.1.1	Catering Large white appliances (any external dimension more than 50 cm) except 1_1a.1 (Catering Refrigerators etc) (20 KG <WEIGHT <100 KG)	50,00
	4_2.1.1	Catering Small appliances (any external dimension more than 50 cm) (20 KG <WEIGHT <100 KG)	50,00
	4_10.2.1	Catering Automatic dispensers (any external dimension more than 50 cm) except 1_10.1.1 (Catering Equipment which automatically delivers cold products) (20 KG <WEIGHT <100 KG)	50,00
5. Small equipment (no external dimension more than 50 cm)	5_1c.4.2.1	Other Catering white appliances (no external dimension more than 50 cm) except 1_1a.1 (Catering Refrigerators etc) (20 KG <WEIGHT <100 KG)	50,00
	5_2.2.1	Catering Small appliances (no external dimension more than 50 cm) (20 KG <WEIGHT <100 KG)	50,00
	5_10.3.1	Catering Automatic dispensers (no external dimension more than 50 cm) except 1_10.1.1 (Catering Equipment which automatically delivers cold products) (20 KG <WEIGHT <100 KG)	50,00

The above price list applies to Catering EEE in the following case:

For Catering EEE with 20 KG <WEIGHT <100 KG.

The above fees don't include VAT

### C2. MASS CATERING SUBCATEGORY LABELING TABLE WEIGHTING OVER 20 KG UP TO 100 KG

CATEGORIES	SUBCATEGORIES		Note X for (sub)categories that are in the scope of the company acting as producer <sup>(1)</sup>	Brand names of products per (sub)category for which the company is held for as producer <sup>(1)</sup>
1. Temperature exchange equipment	1_1a.1	Catering Refrigerators, freezers and other appliances used for refrigeration (20 KG <WEIGHT <100 KG)		
	1_1c.1.1	Catering Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange (20 KG <WEIGHT <100 KG)		
	1_10.1.1	Catering Equipment which automatically delivers cold products (20 KG <WEIGHT <100 KG)		
4. Large equipment (any external dimension greater than 50 cm)	4_1c.4.1.1	Catering Large white appliances (any external dimension more than 50 cm) except 1_1a.1 (Catering Refrigerators etc) (20 KG <WEIGHT <100 KG)		
	4_2.1.1	Catering Small appliances (any external dimension more than 50 cm) (20 KG <WEIGHT <100 KG)		
	4_10.2.1	Catering Automatic dispensers (any external dimension more than 50 cm) except 1_10.1.1 (Catering Equipment which automatically delivers cold products) (20 KG <WEIGHT <100 KG)		
5. Small equipment (no external dimension more than 50 cm)	5_1c.4.2.1	Other Catering white appliances (no external dimension more than 50 cm) except 1_1a.1 (Catering Refrigerators etc) (20 KG <WEIGHT <100 KG)		
	5_2.2.1	Catering Small appliances (no external dimension more than 50 cm) (20 KG <WEIGHT <100 KG)		
	5_10.3.1	Catering Automatic dispensers (no external dimension more than 50 cm) except 1_10.1.1 (Catering Equipment which automatically delivers cold products) (20 KG <WEIGHT <100 KG)		

**C3. PERIODIC DECLARATION OF EEE QUANTITY OF MASS CATERING  
AVAILABLE TO THE GREEK MARKET WEIGHTING  
OVER 20 KG UP TO 100 KG**

<b>Time period of declaration</b>
...../...../20.... - ...../...../20...

CATEGORIES	SUBCATEGORIES		TYPE OF EEE	
			NON HOUSEHOLD	
			ITEMS	WEIGHT (tn)
1.Temperature exchange equipment	1_1a.1	Catering Refrigerators, freezers and other appliances used for refrigeration (20 KG <WEIGHT <100 KG)		
	1_1c.1.1	Catering Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange (20 KG <WEIGHT <100 KG)		
	1_10.1.1	Catering Equipment which automatically delivers cold products (20 KG <WEIGHT <100 KG)		
4.Large equipment (any external dimension greater than 50 cm)	4_1c.4.1.1	Catering Large white appliances (any external dimension more than 50 cm) except 1_1a.1(Catering Refrigerators etc) (20 KG <WEIGHT <100 KG)		
	4_2.1.1	Catering Small appliances (any external dimension more than 50 cm) (20 KG <WEIGHT <100 KG)		
	4_10.2.1	Catering Automatic dispensers (any external dimension more than 50 cm) except 1_10.1.1(Catering Equipment which automatically delivers cold products) (20 KG <WEIGHT <100 KG)		
5.Small equipment (no external dimension more than 50 cm)	5_1c.4.2.1	Other Catering white appliances (no external dimension more than 50 cm) except 1_1a.1(Catering Refrigerators etc) (20 KG <WEIGHT <100 KG)		
	5_2.2.1	Catering Small appliances (no external dimension more than 50 cm) (20 KG <WEIGHT <100 KG)		
	5_10.2.1	Catering Automatic dispensers (no external dimension more than 50 cm) except 1_10.1.1(Catering Equipment which automatically delivers cold products)(20 KG <WEIGHT <100 KG)		

*Note: Products are being categorized pursuant to the ANNEX II of JMD 23615/2014.*

## ANNEX D – ECOLOGICAL DESIGN

### LIST OF EEE PRODUCTS ALTERNATIVE MANAGEMENT FINANCIAL CONTRIBUTION WITH ECOLOGICAL DESIGN

FEE OF ECO FRIENDLY EEE (HOUSEHOLD & NON HOUSEHOLD)				
CATEGORIES	SUBCATEGORIES		CONTRIBUTION FEE (€/tn)	CRITERIA
1.Temperature exchange equipment	1_1a	Refrigerators, freezers and other appliances used for refrigeration	165,00	GWP * ≤ 15 and Spare parts availability> 8 years
	1_1b	Air conditioner appliances	90,00	Energy class A +++ and spare parts availability> 8 years
	1_1c.1	Radiators containing oil and other temperature exchange equipment using other fluids than water for the temperature exchange	120,00	Manufacturing in Greece and spare parts availability> 10 years
	1_10.1	Equipment which automatically delivers cold products	235,00	GWP* ≤ 15 and spare parts availability> 10 years
2.Screens, monitors and equipment containing screens having a surface greater than 100cm <sup>2</sup>	2_3a	PC Screens, Monitors	240,00	EPEAT certificate
	2_3b.1	Laptops & notebooks	150,00	TCO certificate
	2_4a	Televisions	240,00	ECOLABEL certificate
3. Lamps	3_5b*	Lamps	-	-
4.Large equipment (any external dimension greater than 50 cm)	4_1c.4.1	Large white household & non household appliances (any external dimension more than 50 cm) except 1_1a(Refrigerators)	120,00	Manufacturing in Greece and spare parts availability> 10 years
	4_2.1	Small household & non household appliances (any external dimension more than 50 cm)	150,00	Manufacturing in Greece and spare parts availability> 10 years
	4_3.b.3	IT and telecommunications equipment (any external dimension more than 50 cm) except 2_3b.1(laptop,notebook), 6_3b.5 (mobile phones)	150,00	TCO certificate
	4_4b.1	Consumer equipment (any external dimension more than 50 cm) except 6_4b.3(cables)	170,00	Manufacturing in Greece and spare parts availability> 10 years
	4_5a-1.1	Household lighting equipment (any external dimension more than 50 cm)	0,095 € (per piece)	Manufacturing in Greece and spare parts availability> 10 years
	4_5a-2.1	Non household lighting equipment (any external dimension more than 50 cm)	0,285€ (per piece)	Manufacturing in Greece and spare parts availability> 10 years
	4_6.1	Electrical and electronic tools (any external dimension more than 50 cm)	95,00	Manufacturing in Greece and spare parts availability> 10 years
	4_7.2	Toys, leisure and sports equipment (any external dimension more than 50 cm) except 6_7.1 (game consoles)	200,00	Manufacturing in Greece and spare parts availability> 10 years
	4_8.1	Medical devices (any external dimension more than 50 cm)	190,00	Manufacturing in Greece and spare parts availability> 10 years
	4_9.1	Monitoring and control instruments (any external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))	140,00	Manufacturing in Greece and spare parts availability> 10 years
4_10.2	Automatic dispensers (any external dimension more than 50 cm) except 1_10.1[Equipment which automatically delivers cold products]	235,00	Manufacturing in Greece and spare parts availability> 10 years	

5.Small equipment (no external dimension more than 50 cm)	5_1c.4.2	Other white household & non household appliances (no external dimension more than 50 cm) except 1_1a(Refrigerators)	115,00	Manufacturing in Greece and spare parts availability>10 years
	5_2.2	Small household & non household appliances (no external dimension more than 50 cm)	150,00	Manufacturing in Greece and spare parts availability>10 years
	5_2.2.2	Electronic cigarettes	-	-
	5_4b.2	Consumer equipment (no external dimension more than 50 cm) except 6_4b.3(cables)	170,00	Manufacturing in Greece and spare parts availability>10 years
	5_5a-1.2	Household lighting equipment (no external dimension more than 50 cm)	0,095 € (per piece)	Manufacturing in Greece and spare parts availability>10 years
	5_5a-2.2	Non household lighting equipment (no external dimension more than 50 cm)	0,285€ (per piece)	Manufacturing in Greece and spare parts availability>10 years
	5_6.2	Electrical and electronic tools (no external dimension more than 50 cm)	95,00	Manufacturing in Greece and spare parts availability>10 years
	5_7.3	Toys, leisure and sports equipment (no external dimension more than 50 cm) except 6_7.1 (game consoles)	200,00	Manufacturing in Greece and spare parts availability>10 years
	5_8.2	Medical devices (no external dimension more than 50 cm)	185,00	Manufacturing in Greece and spare parts availability>10 years
	5_9.2	Monitoring and control instruments (no external dimension more than 50 cm) except 5_9.3 (Smoke detectors (radioactive))	140,00	Manufacturing in Greece and spare parts availability>10 years
	5_9.3	Smoke detectors (radioactive)	-	-
	5_10.3	Automatic dispensers (no external dimension more than 50 cm) except 1_10.1(Equipment which automatically delivers cold products)	235,00	Manufacturing in Greece and spare parts availability>10 years
	6.Small IT & Telecommunications equipment (no external dimension more than 50 cm)	6_3b.4	IT and telecommunications equipment (no external dimension more than 50 cm) except 2_3b1(laptop,notebook),6_3b.5 (mobile phones)	150,00
6_3b.5		Mobile phones	150,00	Standard mobile chargers that are part of many similar products (for at least 85% of the devices on the sales list)
6_3b.6.1		Ink Cartridge	-	-
6_3b.6.2		Toners	-	-
6_7.1		Game consoles	200,00	No harmful parts for the environment, the atmosphere and underground level
6_4b.3		Cables	-	-
*GWP (Global Warming potential): emission measures by which the degree to which a gas heats the atmosphere is calculated. It is calculated based on the heating potential, within 100 years, of one kilogram of fluorinated gas / gas relative to one kilogram of carbon dioxide (CO2). For example, the potential of R404A (GWP 3 922) is 3,922 times the CO2. Preventing the entry of fluorinated gases into the atmosphere is a very effective way to reduce emissions				
I declare I am an EEE Producer of eco-designed EEE				<input type="checkbox"/>

The above fees don't include VAT





**ANNEX F**  
**SYMBOL - TRADEMARK**

A. Depiction - Description



B. Color: Light Green - Black



**PANTONE 369C    C65 Y100 K8**

## **ANNEX G**

### **LEGAL DOCUMENTS**

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

The legal documents required to be submitted by the EEE producers who join the Collective Scheme are the following:

##### **For S.A.:**

1. GEMI notice where incorporation of the company has been published.
2. GEMI announcement where the company's representation has been published.
3. Minutes of the Board of Directors of the company deciding the adhesion to the Collective Scheme o Alternative Management of WEEE ANAKYKLOSH ΣΥΣΚΕΥΏΝ Α.Ε. and the granting of authorization to the company's representative to sign the relevant agreement.
4. Certificate of non-bankruptcy and non-filing for bankruptcy by the competent Court of First Instance, (or a declaration by the legal representative of the company that the company has not been declared bankrupt).

##### **For Limited Liability Companies / IKE Companies:**

1. GEMI announcements where all the company's modifications have been published.
2. Codified Statute of the company.
3. Minutes of the meeting of partners deciding the adhesion to the Collective Scheme o Alternative Management of WEEE ANAKYKLOSH ΣΥΣΚΕΥΏΝ Α.Ε. and the granting of authorization to the company's representative to sign the relevant agreement.
4. Certificate of non-bankruptcy and non-filing for bankruptcy (or a responsible declaration by the company manager that the company has not been declared bankrupt) by the competent Court of First Instance.

##### **For the O.E and the E.E.:**

1. Recent General certificate from G.E.M.H. regarding the registrations/amendments made in the Register of Companies. Valid statute or Certificate of valid representation of GEMI, of recent date.
2. In case the partner is a foreign legal entity, a recent certificate from the competent Register of Companies or Beneficiaries of the country of establishment of the company regarding the shareholder composition of the legal entity-partner will be submitted (Certificate of shareholders).

3. Regarding natural persons connected to the company in the capacity of a) legal representative b) of the partners and c) beneficial owner (as defined above), the submission of the following documents is required, for the certification and verification of their identity:

- Copy of the police identity card, EU member state identity card. or valid passport and
- Document from TaxisNet for the verification of the Tax Registration Number (TIN) in Greece or proof of country of taxation from the Local Competent Authority, if there is no TIN in Greece.

**For sole proprietorships:**

1. Tax document for the start of operations