

**AGREEMENT REGARDING AUTHORISED REPRESENTATIVE**

THIS AGREEMENT REGARDING AUTHORISED REPRESENTATIVE (the "**Agreement**") is dated \_\_\_\_\_ and made between:

- (1) El-Kretsen i Sverige AB, reg. no. 556552-7487, having its registered address at Box 1357, 111 83 Stockholm (the "**El-Kretsen**"); and
- (2) \_\_\_\_\_, corporate reg. no. \_\_\_\_\_, having its registered address at \_\_\_\_\_, with VAT number \_\_\_\_\_, (the "**Producer**") if the producer is situated within EU, please add the EU VAT number.

El-Kretsen and the Producer are hereinafter jointly referred to as the "**Parties**" and separately referred to as a "**Party**".

**1. BACKGROUND**

- 1.1 El-Kretsen organizes a nationwide system for the collection, pre-treatment and recycling of electrical and electronic equipment. El-Kretsen also provides services to act as an authorised representative (Sw. *producentrepresentant*) as defined in the Swedish ordinance (2014:1075) on producer responsibility for electronic equipment (the "**Ordinance**"), which implements the EU Directive 2012/19/EU on waste electrical and electronic equipment (the "**WEEE Directive**") in Sweden.
- 1.2 The Producer has a producer responsibility under the Ordinance and wish to appoint El-Kretsen as its authorised representative in Sweden.
- 1.3 El-Kretsen undertakes to act as the Producer's authorised representative in Sweden on the terms and conditions set forth below.

**2. EL-KRETSEN'S OBLIGATIONS**

During the term of this Agreement, El-Kretsen undertakes to act as the Producer's authorised representative (as defined in the Ordinance) in Sweden and to take care of all the Producer's obligations under the Ordinance, on the terms and conditions set forth in this Agreement.

**3. CONDITIONS FOR THE AGREEMENT**

This Agreement is conditional upon that the Producer has entered into an agreement regarding connection to El-Kretsen's collection system (Sw. *insamlingsssystem*) according to which El-Kretsen, *inter alia*, has undertaken to take care of the Producer's electronic equipment covered by this Agreement when it becomes waste, and that such agreement is in full force and effect in accordance with its terms during the entire term of this Agreement. This Agreement is also conditional upon the Producer having paid the deposit amount set forth in Section 5.3 of this Agreement. In case of expiration or termination of the connection agreement, section 11.3 below applies.

#### **4. THE PRODUCER'S OBLIGATIONS**

##### **4.1 Registration, information and reporting**

4.1.1 The Producer shall not make available any electrical or electronic equipment on the Swedish market until El-Kretsen has confirmed that all required notifications and registrations with the Swedish Environment Protection Agency (Sw. *Naturvårdsverket*), (the “SEPA”), relating to the Producer’s intention to make such equipment available on the Swedish market, have been fulfilled.

4.1.2 The Producer shall provide El-Kretsen with all information that shall be submitted to the SEPA under section 34 of the Ordinance by filling out the attached Form, Power of attorney. The information provided shall be correct and complete in all material aspects.

4.1.3 The Producer shall immediately inform El-Kretsen of any changes of the information submitted to El-Kretsen under section 4.1.2 above.

##### **4.2 Product design**

4.2.1 The Producer shall, if manufacturing electrical or electronic equipment including such batteries that are covered by the Swedish ordinance (2008:834) regarding producers responsibility for batteries, ensure that such equipment is designed to enable that batteries easily can be removed to facilitate re-use and recycling in accordance with the requirements set forth in the Ordinance.

4.2.2 The Producer shall ensure that the electrical or electronic equipment made available on the Swedish market is manufactured and designed in such a way that it facilitates re-use and recycling in accordance with the requirements set forth in the Ordinance.

##### **4.3 Marking of electrical or electronic equipment**

The Producer shall ensure that all electrical or electronic equipment made available on the Swedish markets is marked in accordance with the requirements set forth in the Ordinance.

##### **4.4 Information to treatment facilities**

4.4.1 Producer shall, when making new electrical or electronic equipment available on the Swedish market, make available information regarding which components and materials that are included in the equipment and where in the equipment hazardous substances and compounds may exist, in accordance with the requirements set forth in the Ordinance. The Producer shall also ensure to make available other information necessary for the waste to be treated in a manner acceptable for the environment and for the health to ensure the fulfilment of the obligations set forth in the Ordinance.

4.4.2 The information mentioned in section 4.4.1 above shall be made available in accordance with the requirements set forth in the Ordinance.

4.4.3 The Producer shall also fulfil the requirements set forth in the Ordinance relating to the obligation to ensure that other than private households receive information regarding:

- (i) the obligation to sort out electrical or electronic waste and handle it separately from waste mentioned in the Swedish ordinance (2011:927) on waste;

- (ii) the purpose of handling electrical or electronic waste separately from other waste; and
- (iii) how electrical or electronic waste can be deposited to the Producer or to a collection system.

4.4.4 The information mentioned in section 4.4.3 shall be communicated and given in a manner that makes it easy to understand and reaches to those who can be assumed to wish to deposit electrical or electronic waste to the Producer or to a collection system, in accordance with the requirements set forth in the Ordinance.

## **5. REMUNERATION AND PAYMENT**

5.1 The Producer shall pay the fees for the services provided under this Agreement, as set forth in El-Kretsen's from time to time applicable price list available on the declaration portal (Sw. *deklarationsportalen*) on El-Kretsen's web site or provided by El-Kretsen upon the Producer's request. All fees are stated in SEK exclusive of VAT. Changes to the price list shall take effect two (2) months after the Producer has been notified of the change.

5.2 El-Kretsen shall be entitled to invoice the Producer for inspection fees to SEPA relating to SEPA's inspections of the Producer's fulfilment of the Producer's obligations under the Ordinance, which have been paid by El-Kretsen.

5.3 The Parties acknowledge that the obligation set forth in Section 42 of the Ordinance, i.e. to take care of replaced non-consumer equipment, may cause El-Kretsen costs which are not included in the fees set forth in Section 5.1 above. The Producer undertakes to reimburse El-Kretsen for any and all cost incurred by El-Kretsen in connection with El-Kretsen's fulfilment of said obligation including but not limited to costs for transportation, recycling bins, El-Kretsen's internal costs for administration, etc.

5.4 In connection with entering into this Agreement, El-Kretsen shall be entitled to charge the Producer a deposit, in an agreed amount, as a security for the Producer's proper fulfilment of the Producer's obligation set forth in section 5.3 above.

5.5 All fees and amounts payable hereunder shall be due and payable by the Producer within thirty (30) calendar days following the date of invoice. In case of late payment, El-Kretsen is entitled to interest pursuant to the Swedish Interest Act (Sw. *räntelagen (1975:635)*), and, if applicable, reminder fees and any other costs for collection of unpaid debts in accordance with applicable law.

## **6. LIMITATION OF LIABILITY**

Subject to Section 7 below, neither part shall be liable for any loss of profits, loss in production or other damages, whether direct or indirect, or for any incidental, special, punitive or consequential damages, however caused and whether arising under contract, tort or other theory of liability, unless such damage was caused by gross negligence of either party.

## **7. INDEMNIFICATION**

The Producer agrees and undertakes to indemnify and hold El-Kretsen harmless against any and all penalty fees and other sanction, which El-Kretsen may suffer or incur or become liable

to pay, in connection with or as a consequence of El-Kretsen having undertaken to act as the Producer's authorized representative under this Agreement, except in case such penalty fees or other sanction are caused by El-Kretsen's negligence. The limitation of liability set forth in Section 6 above, shall not apply in relation to such penalty fees or other sanctions.

**8. CONNECTION AGREEMENT**

The limitations of El-Kretsen's obligation to receive non-consumer electrical equipment relating to the size of such equipment, shall not apply to the Producer, meaning that El-Kretsen shall also receive non-consumer electrical equipment made available on the Swedish market by the Producer exceeding the size limitations set forth in El-Kretsen's from time to time applicable Product list and fees. The Parties agree that El-Kretsen shall be entitled to charge the Producer a reasonable fee for the receipt of such equipment.

**9. CONFIDENTIALITY**

El-Kretsen undertakes, during the term of this Agreement and for an unlimited period of time thereafter, to treat all information relating to the Producer, which El-Kretsen has received when fulfilling its obligations under this Agreement, as strictly confidential ("**Confidential Information**"). El-Kretsen may only use Confidential Information to the extent required to fulfil its obligations under this Agreement. For the avoidance of doubt, El-Kretsen may reveal Confidential Information to SEPA required to fulfil the obligations under the Ordinance.

**10. NOTICES**

Notices or communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given

- (i) on the day of dispatch if sent by e-mail (with return or delivery receipt obtained),
- (ii) five (5) Business Days after delivery to a reputable international courier service, if delivered by courier service or
- (iii) five (5) Business Days after delivery to the post office, if sent by recommended mail, to the addresses set forth in the introduction of this Agreement, or such alternative address as the recipient have notified the other Party of in accordance with this Section 10.

**11. TERM AND TERMINATION**

11.1 This Agreement is entered into as of the date of last signature and remains in effect until further notice. The Agreement may be terminated by either Party with three (3) months' written notice.

11.2 Each Party shall be entitled to terminate this Agreement with immediate effect, if the other Party:

- (i) commits a breach of this Agreement which is not of minor significance; or
- (ii) suspends payments or becomes subject of any voluntary or involuntary liquidation, bankruptcy or insolvency proceeding under any applicable law and such proceeding is not terminated within thirty (30) days of its commencement.

11.3 In the event the connection agreement between the Parties referred to in section 3 above expires or terminates, for whatever reason, this Agreement shall automatically expire without notice on the same date as the connection agreement.

11.4 Termination of this Agreement shall be made in writing.

**12. AMENDMENTS**

12.1 El-Kretsen shall be entitled to make limited amendments or addition to this Agreement caused by amendments or addition to the Ordinance or other applicable legislation. Notice of such amendments or additions shall be made to the Producer no later than one (1) month prior to such amendment or addition enters into force.

**13. GOVERNING LAW AND DISPUTES**

13.1 This Agreement shall be governed by Swedish law.

13.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled by the Stockholm District Court as exclusive first instance.

\_\_\_\_\_

This Agreement has been executed in two (2) originals, of which the Parties have taken one (1) each.

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EL-KRETSEN I SVERIGE AB**

**[THE PRODUCER]**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: