

# CONDITIONS APPLICABLE TO SMALL ELECTRICAL AND ELECTRONIC EQUIPMENT PRODUCER MEMBERS

These conditions apply to the undersigned Small Member (hereinafter referred to as the “MEMBER”), which, in so doing, declares and warrants to Electrão – Associação de Gestão de Resíduos (hereinafter referred to as “Electrão”) that it meets the conditions defined by the latter for qualification as a Small Member.

For the purposes of these Conditions, a Small Member is a Producer that markets a quantity of electrical and electronic equipment that is less than the units and quantities defined for the purposes of this classification by Electrão (which units and quantities Electrão may, at its sole discretion, freely reviews periodically).

The provisions of these Conditions shall cease to be applicable as soon as the MEMBER ceases to meet the conditions defined by Electrão for qualification as a Small Member and, as from the date on which Electrão considers that the MEMBER no longer meets those conditions, the conditions in force in Electrão, which apply to other members, shall be applicable and the MEMBER undertakes to enter into an Agreement with Electrão to join the Integrated Electrical and Electronic Equipment Waste Management System in accordance with its current standard terms.

## CONDITIONS

### 1. SUBJECT MATTER

1.1. The MEMBER, in its capacity as a Producer of Electrical and Electronic Equipment (hereinafter referred to as “EEE”), hereby joins the Integrated EEE Waste Management System managed by Electrão, the material scope of which comprises EEE that fall within the scope of Decree-Law no. 152-D/2017 of 11 December, and transfers to it its liability for the management of the EEE waste that falls within the said scope,

1.2. EEE, which is placed on the domestic market by the MEMBER for the first time, as from the beginning of the calendar year in which these conditions are subscribed by the MEMBER (or, in 2018, beginning on 1 January 2019), is covered by these Conditions.

1.3. EEE shall be deemed to be first placed on the domestic market by the MEMBER on the dates of invoices or other accounting documents that support the offer thereof.

**1.4.** The liability transferred by the MEMBER to Electrão pursuant to these Conditions is limited to Portuguese territory, which is referred to in these Conditions as the domestic market.

## **2. REPORTING DUTIES**

**2.1.** The MEMBER is subject to a duty to confirm its subscription to the Small Members Scheme by subscribing the same annually. By so doing, it declares that it complies with the market placement limits established in the corresponding Electrão Regulation. The quantities and units of EEE placed on the market during the previous calendar year, or in the absence of any such placement, the estimated placement during the current year, shall be used to evaluate inclusion in the Small Members Scheme.

**2.2.** Whenever the MEMBER does not qualify for inclusion in the said scheme in any year, it shall enter into an Agreement to Join the Integrated EEE Waste Management System managed by Electrão and shall retroactively correct the quantities declared.

**2.3.** The data reported by the MEMBER shall be certified by a Certified Accountant or by a Official Auditor, if this is required by the Agência Portuguesa do Ambiente, I.P., by the Direcção-Geral das Actividades Económicas, or by some other proper authority (hereinafter referred to as “Proper Authorities”), unless some other certification mechanism is agreed between the MEMBER and Electrão and approved by the entity that imposed the said requirement. The MEMBER shall submit the said certification within no more than 30 days of being requested so to do by Electrão.

## **3. INFORMATION DUTIES**

**3.1.** The MEMBER warrants the quality and veracity of the information transmitted by it and is solely liable with regard thereto and agrees to act in such a way as not to prejudice the reporting of this information by Electrão to the Proper Authorities.

**3.2.** The MEMBER shall, whenever so requested, provide Electrão, or third parties indicated by it (including processing facilities) with information regarding compliance with the legal obligations regarding the essential requirements of EEE and other information regarding EEE that is required by law, Electrão, the said third parties, or by any of the Proper Authorities, free of charge and in Portuguese, or such other language as is accepted by Electrão.

**3.3.** The MEMBER shall provide Electrão with information regarding the preventive and reuse measures adopted, on an annual or more frequent basis communicated to it by decision of any of the Proper Authorities, or in order to enable Electrão to comply with its obligations to them, and prove them in accordance with the existing rules and such rules as may, in the future, come into force regarding the same, as well as with regard to the design of new EEE.

**3.4.** The MEMBER hereby expressly authorises Electrão to make all information declared or provided by the MEMBER pursuant to these Conditions, available to the Proper Authorities, even if the same is confidential.

**3.5.** The reporting and information duties provided in these Conditions shall remain in force to the extent necessary in order to comply with Electrão's obligations as a EEE waste management body.

#### **4. PAYMENTS AND INVOICING**

**4.1.** The MEMBER shall pay an annual fee to Electrão, hereinafter referred to as the Annual Fee, for the management of EEE waste, in accordance with the provisions of the Small Members Scheme, according to the quantity and characteristics of the EEE placed on the domestic market and as determined in accordance with these Conditions. The amount of the Annual Fee, in force of each year, may be consulted on Electrão's website ([www.electrao.pt](http://www.electrao.pt)).

**4.2.** The Annual Fee shall be paid to Electrão by the 30<sup>th</sup> of March of each calendar year.

#### **5. DECLARATION OF THE TRANSFER OF LIABILITY**

The Declaration of Transfer of Liability for the management of EEE waste in a given period shall be issued by Electrão whenever the MEMBER has (i) made the payments corresponding to that period and (ii) its contractual situation is regular and without any type of breach.

#### **6. AUDIT AND CONTROL**

**6.1.** The MEMBER is solely liable with regard to the quality and veracity of the information provided by it to Electrão in accordance with its reporting and information duties provided in these Conditions and in the law, i.e. with regard to the information related to the quantities of EEE placed on the domestic market and the characteristics thereof.

**6.2.** Electrão may arrange audits and any other control measures, via external and independent entities, in order to confirm the quality and veracity of the information provided to it by the MEMBER, and compliance of the MEMBER with the obligations arising from these Conditions.

**6.3.** The MEMBER shall cooperate with the independent entity that conducts the audit or control measure and shall make all information and documents requested of it available to Electrão at the MEMBER's headquarters in Portugal, or at the headquarters of Electrão, if the MEMBER does not have a registered office in Portugal.

**6.4.** The audit report shall be sent to the MEMBER by the entity that has performed the audit within five days. Electrão shall notify the MEMBER of the deadlines for the implementation of the proposed corrections foreseen or arising from the audit report.

**6.5.** The costs inherent in the conduct of the audits or control measures provided in the preceding paragraphs shall be borne by Electrão, unless the same have to be conducted outside of Portugal, or where the said audits or control measures are a consequence of omissions in or defects of information provided by the MEMBER, which result in a variation of the amount in question in excess of 5%, when the MEMBER shall be required to bear the said costs, in addition to the corrections arising with regard to the categories, quantities and other characteristics declared and the corresponding payments resulting from the application of the fee, without prejudice to the right of Electrão to rescind MEMBER's membership, in accordance with the provisions of 9. below.

## **7. ENTRY INTO FORCE AND TERM**

**7.1.** The admission of the MEMBER to the Small Members Scheme of the Electrão Integrated EEE Waste Management System shall come into force automatically on the date these Conditions are subscribed by the MEMBER, but never before 1 January 2019.

**7.2.** The person(s) who sign(s) these Conditions on behalf of the MEMBER hereby warrant(s) and declare(s) that he/she/they is/are duly authorised to sign on behalf thereof and that all authorisations necessary for that purpose have been obtained.

**7.3.** These Conditions shall remain in force only for as long as the MEMBER pays the corresponding annual payments due for each calendar year.

**7.4.** These Conditions and the MEMBER's membership shall expire in the event of the withdrawal, suspension, cancellation, revocation or non-renewal of Electrão's permit to manage an Integrated EEE Waste Management System, or if Electrão becomes unable to pursue its company objects.

**7.5.** In the event of the termination of these Conditions, no sums shall be payable to the MEMBER as a consequence of settlements of accounts.

## **8. DISSEMINATION**

The MEMBER authorises Electrão to use and disclose its name or business name, as well as its contact details and the date it became a member of the Integrated EEE Waste Management System managed by Electrão, on its website ([www.electrao.pt](http://www.electrao.pt)) and also in any articles, information or publications of Electrão.

## 9. OTHER OBLIGATIONS

**9.1.** The MEMBER agrees to participate in and cooperate with preventive measures promoted by Electrão, i.e. those envisaged in its prevention plan.

**9.2.** The MEMBER warrants and declares that it complies and will continue to comply with its legal obligations regarding the requirements affecting EEE, in accordance with the legislation applicable from time to time.

**9.3.** Electrão shall provide the MEMBER with information regarding measures taken by it with regard to EEE waste management and its results. This information will be made available on Electrão's website ([www.electrao.pt](http://www.electrao.pt)).

## 10. LAW AND VENUE

**10.1.** These Conditions shall be governed by Portuguese Law, with the exception of the rules regarding conflict of laws.

**10.2.** The court of the Lisbon judicial district shall have exclusive jurisdiction with regard to all questions arising from the interpretation, resolution of lacunae, performance or termination of these Conditions.

## SUBSCRIPTION DECLARATION

The MEMBER hereby declares that it accepts and subscribes these Conditions and joins the Small Members Scheme of the Electrão Integrated Electrical and Electronic Waste Management System.

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

### MEMBER IDENTIFICATION DATA

Company name/Name: \_\_\_\_\_

\_\_\_\_\_

Registered Office/ Address: \_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_

Email address: \_\_\_\_\_

Legal Person Number/ Tax Identification Number: \_\_\_\_\_

Name(s) of the person (people) who sign(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Electrão**

**MEMBER**

\_\_\_\_\_

Signature(s) of representative(s)

\_\_\_\_\_

Signature(s) of representative(s)