

CONDITIONS APPLICABLE TO SMALL PACKAGING 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 shall be deemed to be the operator in the context of packaging waste streams, as defined in Article 3 of Decree-Law no. 152-D/2017, of 11 December and legislation that amends, or replaces it, which complies with the conditions defined for the purposes of this classification by Electrão (which conditions Electrão is free to review periodically, at its own discretion).

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

CONDITIONS

1. SUBJECT MATTER

1.1. The MEMBER, in its capacity as an operator in the context of packaging waste streams (hereinafter referred to as "Packaging"), joins the Integrated Packaging Waste Management System managed by Electrão, the material scope of which is the Packaging covered by the scope of the licence granted to Electrão by Order no. 6907/2017 of the Under Secretary of State of Trade and the Secretary of State of the Environment, and transfers its responsibility for the management of the corresponding Packaging waste referred to it, in accordance with the provisions of Decree-Law no. 152-D/2017, of 11 December.

1.2. These Conditions govern Packaging that is placed on the domestic market for the first time by the MEMBER, as from the beginning of the calendar year in which the MEMBER signs these Conditions.

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

1.4. The responsibility 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 submission in the Small Members Scheme by subscribing thereto annually. By so doing, it declares that it complies with the market placement limits established in the corresponding Electrão regulation. The Packaging 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 become a Member of the Integrated Packaging 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 the Packaging and other information regarding the Packaging 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 Packaging.

3.4. The MEMBER expressly 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 Packaging waste manager.

4. CHARGES AND INVOICING

4.1. The MEMBER shall pay an annual charge to Electrão, hereinafter referred to as the Annual Charge for the management of Packaging waste, in accordance with the provisions of the Small Members Scheme, according to the quantity and characteristics of the Packaging placed on the domestic market and as determined in accordance with these Conditions. The amount of the Annual Charge, in force of each year, may be consulted on the Electrão website (www.electrao.pt).

4.2. The Annual Charge shall be paid to Electrão by the 30th of March of each calendar year.

5. DECLARATION OF THE TRANSFER OF RESPONSIBILITIES

The Declaration of Transfer of Responsibility for the management of Packaging waste in a given period shall be issued by Electrão whenever the MEMBER has (i) paid the charges corresponding to that period, where applicable, and (ii) its contractual situation is compliant 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 Packaging 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 registered office in Portugal, or at the registered office 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 time limits 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 from, or errors in, information provided by the MEMBER, which result in a variation of the amount calculated, 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 weight / materials and other characteristics declared and the corresponding payments resulting from the application of the charge, without prejudice to the right of Electrão to rescind the MEMBER's membership, in accordance with the provisions of 9. below.

7. COMING INTO FORCE AND TERM

7.1. The MEMBER's membership of the Small Members Scheme of the Electrão Integrated Packaging Waste Management System shall commence automatically on the date on which it signs these Conditions.

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 charges 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 Packaging 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 Packaging Waste Management System managed by Electrão, on its website (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 Packaging, in accordance with the legislation applicable from time to time.

9.3. Electrão shall provide the MEMBER with information regarding measures taken by it and with regard to results achieved with regard Packaging waste management. This information will be made available on Electrão's website (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.

MEMBERSHIP DECLARATION

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

Date: _____ of _____ 20_____

MEMBER IDENTIFICATION DATA

Company name/Name:

Registered Office/Address: _____

Email Address for the sending of invoices: _____

Legal Person Number/ Tax Identification Number:

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

For and on behalf of **Electrão**

For and on behalf of the **MEMBER**

Signature(s) of the representative(s)

Signature(s) of the representative(s)