

**Contract No. .... for the Collection and Reutilisation of Used Electronic Appliances, batteries and accumulators**

“.....” ..... 20...

Company ..... (registry code.....)  
(hereinafter referred to as the “Contractor”), represented by its board member  
....., and OÜ Eesti Elektroonikaromu (registry code  
16472882), (hereinafter referred to as the “Producer Responsibility Organisation”),  
represented by the chairman of the board Kaur Kuurme , (the contracting parties are  
hereinafter referred to together as “Parties”, separately as “Party”):

## **1. Subject of the Agreement**

- 1.1. The Contractor must organise the collecting and reutilisation of electronic appliances and its' waste according to the requirements of the statute of the Government of the Republic of Estonia from 20<sup>th</sup> April 2014 No 65: “The requirements and procedure for the collection, returning to the producer and recovery or disposal of electric and electronic appliances and targets and the deadlines for achieving the targets” (hereinafter statute No 65).
- 1.2. If the Contractor places batteries and accumulators, including batteries or accumulators installed in electrical and electronic equipment, on the Estonian market and declares them, the collection and reutilisation shall be organised following the requirements of the statute of the Government of the Republic of Estonia from 7<sup>th</sup> August 2008 No 124: “The requirements and procedure for the collection, returning to the producer and recovery or disposal of batteries and accumulators, and targets and the deadlines for achieving the targets” (hereinafter statute No 65).

## **2. Obligations of the Parties**

### *2.1. The Producer Responsibility Organisation shall:*

- 2.1.1. create and maintain the collection network for used electronic appliances, batteries and accumulators;
- 2.1.2. reuse the electronic appliances according to the requirements of statute No 65 and the batteries and accumulators according to the requirements of statute No 124. If new equivalent legal acts will be established to replace statute No 65 and No 124, Producer Responsibility Organisation shall reuse electronic appliances, batteries and accumulators according to the new acts.

### *2.2. The Contractor shall:*

- 2.2.1. submit a report after every three months by the 10<sup>th</sup> of the fourth month (quarterly) concerning the electronic appliances brought into Estonia and batteries and accumulators placed on the Estonian market during the previous period;
- 2.2.2. follow the report form given by the Producer Responsibility Organisation in Appendix 2;

- 2.2.3. give a prognosis of the approximate weight of electronic appliances and batteries and accumulators 12 months in advance when signing the contract;
- 2.2.4. send the report to the Producer Responsibility Organisation electronically or by mail;
- 2.2.5. pay the invoices, that are prepared based on the data presented in clause 2.2.1, on time.

### **3. Rights of the Parties**

#### *3.1. The Contractor has the right:*

- 3.1.1. to terminate this agreement ordinarily by giving the other Party a notice one month prior to the termination.

#### *3.2. The Producer Responsibility Organisation has the right:*

- 3.2.1. to terminate this agreement if:
  - 3.2.1.1. the Contractor does not pay the invoices on time;
  - 3.2.1.2. it appears that the Contractor has provided the Producer Responsibility Organisation false or distorted data.
- 3.2.2. to change the form of the reports;
- 3.2.3. to change the rates. The Producer Responsibility Organisation shall inform the Contractor 1 day in advance if the rates decrease. The Producer Responsibility Organisation shall inform the Contractor 3 months in advance if the rates increase;
- 3.2.4. to make the names of the clients who have concluded an agreement with the organisation public.

### **4. Payment**

- 4.1. The management board of the Producer Responsibility Organisation validates the collection and reutilisation rates, which are equal for all Contractors.
- 4.2. When calculating the cost the Producer Responsibility Organisation will multiply the mass of electric- and electronic appliances (brought into Estonia during the accounting period) and the mass of batteries and accumulators (placed on the Estonian market) with the reutilisation rates in Appendix 1.
- 4.3. The estimated period of payment is a calendar month.
- 4.4. The payments are based on the invoices issued by Producer Responsibility Organisation and to the bank account indicated by the Producer Responsibility Organisation. The Contractor shall pay the invoice within 10 calendar days of issuing the invoice.
- 4.5. If the Contractor does not pay an invoice on time, the Producer Responsibility Organisation has the right to charge interest 0,05% of the owed sum per each delayed calendar day.

### **5. Force Majeure**

- 5.1. Neither Party shall be liable for damages or have the right to terminate this agreement for any delay or default in performing hereunder if such a delay or default is caused by conditions beyond the Party's control (*force majeure*).
- 5.2. *Force majeure* clauses are usually applicable to performance failures caused by (but not only): natural disasters (earthquakes, hurricanes, floods), fires; strikes, wars, riots or other major upheaval; performance failures of parties outside the control of the contracting Party; any other cause beyond the reasonable control of the Party whose performance is affected.
- 5.3. Either Party is obligated to notify the other Party of a rising *force majeure* situation and take all measures to ensure that the damages are minimal.

**6. The time period, amendment and termination of the agreement**

- 6.1. The agreement shall be valid indefinitely. There is no compulsory minimum validity period set for the agreement.
- 6.2. Any changes in this agreement may only be made between the Parties in a written form.
- 6.3. Either Party can terminate the agreement by giving the other Party 1 month prior notice.

**7. Dispute settlement**

- 7.1. The Parties will settle any disputes between them through negotiations. In case the negotiations are unsuccessful, any litigation shall be conducted in Harju County Court.
- 7.2. This agreement is made and signed in two copies with equal legal force, one copy for each of the Parties.

**8. Details of the Parties**

<u>CONTRACTOR</u>	<u>PRODUCER RESPONSIBILITY ORGANISATION</u>
.....	OÜ Eesti Elektroonikaromu
.....	Vana-Narva mnt.26
.....	Maardu 74114 Estonia
Ph.....	Ph. +372 56 236 697
E-mail: .....	E-mail: info@elektroonikaromu.ee

**9. Signatures of the Parties**

<u>Contractor</u>	<u>Producer Responsibility Organisation</u>
.....	Kaur Kuurme
.....	.....