

**CONTRACT NO. ....**

**On entering into the Agreement between the Polish Chamber of Commerce and the Marshal of the Masovian Voivodeship pertaining to the establishment and maintenance of a system for the collection, transport, recovery or neutralisation of multimaterial waste packaging**

Concluded on .....2015 in Warsaw, by and between:

**XYZ.....**, having its principal registered office in ....., entered into the Commercial Register in ..... under the number ....., holding NIP no. PL ....., represented by:

- .....  
- .....

hereinafter referred to as the "Introducer",  
and

**Polish Chamber of Commerce**, having its principal registered office in Warsaw (postal code: 00-074), at ul. Trębacka 4, registered under the number 0000121136 in the Register of Associations, Other Community and Professional Organisations, Foundations and Public Health Care Facilities, as well as in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register, holding NIP no. 5260001708, REGON no. 006210187, represented by:

**- Marek Kamiński - Deputy Director of Finances at the Polish Chamber of Commerce,**  
**- Krzysztof Kawczyński - Attorney,**

hereinafter referred to as the "Chamber".  
Whereas:

- it shall be necessary to further improve and develop a waste packaging management system and to reach the objectives set forth in the Act on Packaging and Waste Packaging Management of 13 June 2013 with regard to multimaterial waste packaging;
- it shall be necessary to prevent and reduce the negative impact of packaging and waste packaging on the environment without any adverse effects on the functioning of the internal market and on competition in the EU, in particular by way of increasing the rate of recycling and other forms of recovering multimaterial waste packaging that may lead to the reduction of the amount of landfill waste;
- the Agreement no. 3/2014 of 27 March 2014 has been concluded between the Marshal of the Masovian Voivodeship and the Polish Chamber of Commerce on the establishment and maintenance of a system for the collection, transport, recovery, recycling or neutralisation of multimaterial waste packaging, hereinafter referred to as the Agreement, constituting an attachment hereto;

the Parties shall hereby agree as follows:

## **Article 1**

### **Declarations of the Introducer**

1. The Introducer shall hereby represent it shall market the products in multimaterial packaging specified in the 13 June 2013 Act on Packaging and Waste Packaging Management (Polish Journal of Laws Dz. U. 2013, item 888), hereinafter referred to as the Act, the type and quantity whereof have been specified in Attachment 1 to the Contract, hereinafter referred to as the Contract, in connection wherewith the Introducer shall be statutorily obliged to ensure adequate recovery levels, including the recycling levels, of multimaterial waste packaging, as specified in the Regulation of the Minister of Environment in accordance with Article 25 (4) of the Act.
2. The Introducer shall represent it shall be familiar with the requirements set forth for any multimaterial packaging entering the market, including but not limited to the requirements set forth in Articles 11 and 13 of the Act.

## **Article 2**

### **Declarations of the Chamber**

The Chamber shall represent it shall fulfil the requirements set forth in Article 25 of the Act, thus enabling the conclusion of the Agreement referred to in the Recitals hereof, and furthermore, that it may, in compliance with the requirements set forth in the Act, conduct business activity connected with the organisation and maintenance of a system for the collection, processing, recovery and recycling of waste packaging, as well as business activity pertaining to environmental education, and shall have the right to act as an intermediary in the execution of the above-mentioned statutory obligations of the Introducer.

## **Article 3**

### **Obligations of the Chamber**

1. In accordance with the provisions of the Act, including but not limited to the provisions of Articles 18, 19 and 25 thereof, the Introducer shall authorise and oblige the Chamber to act as an intermediary in the performance of the Introducer's obligations set forth herein, and the Chamber shall hereby undertake to perform the obligations with regard to the organisation and maintenance of a system for the collection, processing and recovery, including recycling, of multimaterial waste packaging, save for the reservations made herein. The power of attorney for the Chamber to act on behalf of the Introducer shall constitute Attachment 3 hereto. In case a separate power of attorney for the representative of the Chamber shall be required, the Introducer shall undertake to grant such power of attorney; however, the Chamber shall be held responsible for any actions or omissions of such representative. Any powers of attorney granted hereunder shall expire on the day of termination hereof.
2. The Chamber shall hereunder undertake to:
  - 1) admit the Introducer into the group of participants of an agreement of entrepreneurs, referred to in Article 25 of the Act, organised by the Chamber and pertaining to multimaterial waste packaging, on equal terms,

- 2) establish and maintain a system for the collection, transport, recovery, including recycling, or neutralisation of multimaterial waste packaging – Articles 18 and 25 of the Act,
- 3) take any actions necessary, including any supplementary actions, to ensure the recovery, including recycling, of waste packaging referred to hereinabove, at minimum levels specified in the regulation issued under Article 25 (4) of the Act,
- 4) notify the Marshal of the Voivodeship of the entry of the Introducer into the Agreement, in due time and manner agreed on with the Marshal,
- 5) at the Introducer's request, provide support for the Introducer in terms of statutorily required reports and notifications, documentation and settlement of the performance of statutory obligations thereof with regard to the packaging referred to herein,
- 6) conclude, on behalf of the Introducer, any contracts with waste packaging collectors, waste treatment (including waste segregation) facilities, as well as any companies providing recovery or recycling services for multimaterial waste packaging, in accordance with Articles 18 and 25 of the Act,
- 7) request, on behalf of the Introducer, from the waste packaging collectors, waste treatment (including waste segregation) facilities, as well as any companies providing recovery or recycling services for multimaterial waste packaging, the transfer of documents necessary to confirm the provision of services in accordance with Articles 22, 23 and 25 of the Act and the requirements on necessary documentation in accordance with the Waste Act of 12 December 2012,
- 8) keep, within the scope of the performance of recovery and recycling for the Introducer in compliance herewith, the waste management records, including the documents referred to in Article 23 (3) and Article 24 (1) of the Act, in a manner enabling the calculation of the packaging recovery and recycling levels reached, as well as the calculation of the product fee, if applicable,
- 9) store and secure the above-mentioned records and any other documents connected with the performance of activities ensuring the required recovery and recycling levels on behalf of the Introducer,
- 10) take any other necessary actions for the purpose of reaching the recovery, including recycling, levels set forth in applicable legal provisions, by the Introducer,
- 11) at the Introducer's request, support the Introducer in the performance of the obligation to keep records of the type, quantity and mass of the products marketed in multimaterial packaging, in compliance with the Act,
- 12) prepare and submit to the Marshal of the Voivodeship and a competent Minister of Environment, no later than on 15 March of the following year, an annual report on the functioning of the agreement – Article 25 (6) of the Act,
- 13) deliver to the Introducer, in proper advance, any data necessary to prepare and submit to the Marshal of the Voivodeship, no later than on 15 March of the following year, the annual report on the recovery, including recycling, levels reached by the Introducer with regard to multimaterial waste packaging – Article 45 of the Act,
- 14) submit, on behalf of the Introducer, applications for issuing the documents confirming the recovery, including recycling, levels in accordance with the requirements set forth in Articles 23 and 24 of the Act,
- 15) provide the Introducer with the documentation confirming the recovery, including recycling, levels of waste packaging referred to herein, performed by the Chamber for the Introducer, no later than within 60 days of the end of the settlement year, along with proper declaration of the Chamber,
- 16) prepare and submit to the Marshal of the Voivodeship, no later than on 15 March of each year, a written and electronic list containing information on the mass of packaging

entered into the market in the previous calendar year, specifying the mass of the packaging entered into the market by each Introducer being party to the Agreement separately – Article 25 (6) of the Act and Article 2 (5) of the Agreement concluded with the Marshal of the Voivodeship,

17) organise, on the basis of a separate contract, educational activities (public education campaigns), financed by the Introducer – Article 19 of the Act,

18) prepare, on the basis of a separate contract, a report referred to in Article 19 (6) of the Act and a report referred to in Article 45 of the Act.

3. The Chamber shall keep all of the data received from the Introducer confidential. The confidentiality obligation shall not apply in case of statutory disclosure obligations and mandatory disclosure of such business secrets under applicable provisions, as well as in case of any data that not deemed a business secret.
4. The Chamber shall notify the Introducer, in writing, of changes in rates, if any, constituting the basis for the calculation of the Chamber's remuneration, at least one month prior to the commencement of the year wherein such rates shall apply. The date of notification shall refer to the date of serving the Introducer with the notification on the new rates.
5. Within 15 days of receiving such notification, referred to in Clause 4, the Introducer may refuse to accept the new rates by way of a written declaration submitted to the Chamber. Should the Introducer submit such declaration, the Chamber may terminate the Contract at any time and without notice, specifying the date thereof in a year referred to in Clause 4, in compliance with the provisions of Article 6 (2) hereof.
6. Should the Introducer fail to submit the declaration to the Chamber in due time, referred to in Clause 5, the new rates shall be deemed accepted and apply of 1 January of the following year.
7. When reasonable, the Chamber may change the rates during the settlement year, with the reservation that in such case the Chamber shall justify such change and show it shall be to the direct benefit of the Introducer, provided that the Chamber receive Introducer's prior written consent.
8. The Chamber shall be responsible for the performance of the obligations specified herein in accordance with the applicable provisions of law and, in particular, with the provisions of the Polish Civil Code.
9. The Chamber may use third-party services when performing its obligations; however, the responsibility against the Introducer may not be assigned to such third parties, except for the cooperation with recovery facilities and in case of a conclusion of a proper contract therewith, on the basis whereof the recovery facility shall take over the responsibility for the performance of specific activities assigned to the Chamber hereunder.
10. Should the Chamber conclude a cooperation agreement with a recovery facility whereto the Introducer has previously assigned its statutory obligations with regard to other packaging, the Introducer shall be notified, by way of a separate written notification, of the scope of cooperation of the Chamber and the recovery facility and the scope of obligations of the recovery facility.
11. Any obligations of the Chamber not specified herein shall be governed by the Agreement that shall apply accordingly.

## **Article 4**

### **Financing the performance of the Contract**

1. The Introducer shall pay the Chamber a yearly remuneration, the net value whereof shall be calculated in compliance with the terms and conditions specified in Parts B and C of Attachment 1 hereto. The Chamber shall have the right to charge additional remuneration for the performance of any actions at the request of the Introducer, in particular the actions referred to in Articles 3 (2) (5) and (17) hereof.
2. The Introducer shall pay the Chamber a single registration fee in the amount of PLN 400 to cover the costs of preparation of the agreement and the administrative costs of entering into the Agreement by the Introducer, on the basis of an Invoice issued by the Chamber within 30 days of the date of conclusion hereof.
3. Starting from 2015, in case of any contracts of annual net value lower than PLN 1000, the administration fee covering the administration costs connected with the participation of the Introducer in the Agreement shall equal PLN 300. The above amount has been calculated by the Chamber on the basis of the annual administrative costs of agreements with introducers and shall equal 30% of the value of the annual contract with an introducer for the amount of PLN 1000.
4. The reimbursement of such administrative costs shall depend on the remuneration referred to hereinabove, calculated using the algorithm specified in Clause 4 and 5 hereinbelow.
5. In case of contracts of annual net value lower than PLN 1000, the Chamber shall charge an annual administrative fee calculated as the difference between the base administrative costs established for a given settlement year (PLN 300 in 2015) and the value equal to 30% of the net value of the contract. The administrative fee thus calculated shall be invoiced on terms and conditions specified in Clause 2.
6. In case the costs of administrative services determined in Clause 4 for the following year shall increase by over 20% (i.e. by PLN 60 in case of 2015), the Chamber shall provide the Introducer with the calculation of the new costs of annual administrative services for acceptance, no later than 30 days prior to the lapse of the previous year. Should the Introducer refuse to accept the costs, it shall have the right to terminate the contract at the end of the year.
7. The provisions of Clauses 4, 5 and 6 shall not apply to agreements of annual value equal to or exceeding PLN 1000, as well as to any agreements concluded in the year in which the introducer has entered into an agreement and paid the registration fee referred to in Clause 2.
8. The remuneration referred to in Clauses 1, 2 and 3 shall be augmented with the statutory value added tax that, as of the day of the conclusion hereof, shall equal twenty-three per cent (23%).
9. The remuneration shall be paid by way of a bank transfer to the bank account of the Chamber specified on the invoice, within 14 days of issuing the invoice.
10. The data specified in Attachment 1 hereto shall constitute the basis for issuing the invoices. Any changes thereto during the year may be made exclusively upon prior written consent of the Chamber and only in duly justified cases, and in case such consent shall not be granted by the Chamber, the data previously specified in Attachment 1 hereto shall apply.
11. The Chamber shall issue the first invoice for the Introducer for the remuneration due for the whole year hereof immediately upon the conclusion hereof in the amount specified in Attachment 1 hereto. Further invoices shall be issued on terms and conditions specified in Attachment 1 hereto for each following year, in advance, within 30 days of its commencement, on the basis of the data referred to in Article 5 (4).

12. The settlement year shall refer to the period from the day of conclusion hereof until 31 December of the calendar year wherein the Contract has been concluded, and upon the end of such year, the settlement year shall refer to the following calendar year or the period from 1 January to the day of termination hereof in a given year. The Parties may agree on an earlier day of the beginning of the settlement year; however, no sooner than 1 January of the year in which the Contract has been concluded.
13. Upon the request of the Introducer, the invoicing period referred to in Clause 6 may be shortened or extended; however, such a change in invoicing period shall require prior written acceptance of the Chamber.

## **Article 5**

### **Obligations of the Introducer**

1. The Introducer shall, without any delay, provide the Chamber with any and all information required thereby and necessary to perform the obligations under the Act and hereunder by the Chamber, including but not limited to any information pertaining to the mass of multimaterial packaging entered into the market with the products, within the time limits specified herein.
2. The Introducer shall notify the Chamber of any changes in the data provided hereunder, including but not limited to the information on the registered office, legal form or authorised representatives, within 7 days of introducing such change.
3. Change in the quantity of packaging marketed by the Introducer in comparison with the quantity of packaging declared in Attachment 1 hereto shall require prior written consent of the Chamber, in particular if such change may result in the change of remuneration therefor in case of a significant change in the quantity of packaging entered into the market.
4. The Introducer, upon the lapse of the settlement year, shall provide the Chamber with an annual update report, that shall be delivered no later than on 30 January, specifying the number of goods in multimaterial packaging entered by the Introducer to the market between 1 January and 31 December of a given year, which information shall constitute the basis for mutual settlements and for the agreement on the required recovery, including recycling, levels for waste packaging for the following year in accordance with the statutory requirements.
5. Should the Introducer fail to deliver the information referred to in Clause 4 by 30 January, the Chamber shall use the numbers and quantities reported to the Chamber hereunder for the previous year.
6. In case the update report has not been filed, the Chamber shall attach the following note to each invoice issued on the basis of the data previously specified by the Introducer: "The invoice has been prepared on the basis of the data specified in Attachment 1 to the contract for the year ....."
7. Where duly justified, upon the consent of the Chamber, the Introducer may provide the data for the previous year during the current year; however, in such case the Chamber shall not guarantee the performance of all of the obligations of the Chamber specified herein, including but not limited to the waste recovery, including the recycling, at the required levels, as well as keeping the remuneration specified hereunder unchanged in case the data provided shall significantly differ from the data previously accepted for settlement. In case the new data provided by the Introducer during the year have been

taken into consideration by the Chamber, such data shall constitute the basis for issuing a clearing invoice by the Chamber.

8. The Introducer shall represent that by way of this Contract it has appointed the Chamber as the executor of the obligations specified herein on exclusivity basis reserved for the Chamber, i.e. that during the term hereof, the obligations hereunder shall not be assigned, in any part, to any other Chamber, nor perform such obligations on its own or by proxy of any third parties. The Chamber, in duly justified cases, may agree for the exclusion of specific types of packaging from the above Clause.
9. Any obligations of the Introducer not specified herein shall be governed by the Agreement that the Introducer shall hereby accept and undertake to apply.

## **Article 6**

### **Term and termination of the Contract**

1. The Contract has been concluded for a indefinite period of time with a binding effect as of 01.01.2015
2. Each Party may terminate the Contract until 30 June of each year by way of a written notification served to the other Party. In case of termination, the Contract shall be terminated on **31 December of a given year**; however the Chamber shall be obliged to perform the reporting obligation until 15 March of the year following the year in which the Contract has been terminated.
3. The Chamber may terminate the Contract without notice, should the Introducer commit a gross violation of the provisions hereof and, in particular, fail to provide the Chamber with the data required thereby and necessary to perform the obligations hereunder despite receiving at least two requests, or shall be in default in the payment of the remuneration of the Chamber despite receiving a payment notice. In such case, the Contract shall be terminated upon serving the Introducer the notification on termination hereof on this basis. Termination hereof shall not release the Introducer from performing any and all obligations that have arisen prior to the termination hereof and from the obligation to reimburse the costs of any actions taken by the Chamber for the Introducer during the settlement year in question, including but not limited to actions ordered of the day of termination hereof, during the remaining part of the settlement year.
4. The Introducer may terminate the Contract without notice, should the Chamber commit a gross violation of the provisions hereof. In such case, the Contract shall be terminated upon receiving the notification of termination on this basis by the Chamber. Such termination shall not be effective prior to ineffective expiry of the period specified by the Introducer to remedy the violations. The period may not be shorter than 14 days of the date of serving the Chamber with a written request to remedy the violations.
5. In case of termination hereof, the Chamber shall inform the Marshal of the Voivodeship, in time and form agreed with the Marshal, about the withdrawal of the Introducer from the Agreement.

**Article 7**  
**Final provisions**

1. In case relevant legal provisions provide other values than the ones specified herein and the attachments hereto, in particular with regard to the obligatory multimaterial packaging recovery and recycling levels for a given year, the Parties shall mutually agree that the values specified in such legal provisions shall prevail. In particular, such changes of values shall not require any changes hereto, nor to the attachments hereto.
2. Any changes hereto, save for changes referred to in Clause 1, shall be made in writing, or else invalid.
3. Any information exchanged between the Parties hereto shall be in writing, or else invalid.
4. The Parties shall agree to send information by mail, including electronic mail, if such information shall not require original stamps or signatures.
5. The Parties shall undertake to settle any disputes arising there between in an amicable way, and should such amicable settlement be impossible to reach, the dispute shall be settled by a competent court of common jurisdiction over the registered office of the Chamber.
6. The Contract shall be governed by the Polish law.
7. The Contract has been executed in two counterparts, one for each Party.
8. In case whichever dispute, Polish version of this contract is valid.

**For the Introducer:**

**For the Chamber:**

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**Attachments:**

1. A. List of types and quantities of multimaterial packaging  
B. Terms and conditions of remunerations
2. Agreement no. 3/2014 of 27 March 2014 concluded between the Marshal of the Masovian Voivodeship and the Polish Chamber of Commerce
3. Power of attorney granted by the Introducer to the Chamber
4. Excerpt from the National Court Register for the Chamber
5. Excerpt from the National Court Register or the certificate of entry into the Business Activity Register for the Introducer