

## THE POLISH CHAMBER OF COMMERCE

### AGREEMENT No. 4/2014

on the establishment and management of a system for the collection, transport, recovery, including recycling, or safe disposal of **hazardous material packaging** waste, concluded in Warsaw on 27<sup>th</sup> March 2014

between: Adam Struzik, the Marshal of the Masovian Voivodeship, ul. Jagiellonska 26, 03-719 Warszawa, hereafter referred to as the "Marshal"

and

The Polish Chamber of Commerce with its registered office in Warsaw (00-074) at ul. Trębacka 4, registered under KRS number 0000121136 in the Register of Associations, Other Social and Trade Organisations, Foundations and Public Health Establishments and in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Trade Division of the National Court Register, with Tax Identification Number (NIP) 5260001708 and REGON number 006210187, representing a group of enterprises placing packaged hazardous material on the market, hereafter referred to as "the Enterprises Placing Packaged Hazardous Material on the Market", represented by: Marek Kloczko, Deputy President and Director General of the Polish Chamber of Commerce, with its registered office in Warsaw, hereafter referred to as "the Chamber",

hereafter referred to as "the Parties" to the Agreement.

In accordance with Art. 25 of the Legal Act of 13<sup>th</sup> June 2013 on Packaging Management and Packaging Waste Management (O. J. of 2013, item 888), hereafter referred to as "the Packaging Act", in conjunction with Art.18 of the aforementioned Act, the Parties conclude the following Agreement:

#### §1

#### Subject of the Agreement

1. The following Agreement regulates mutual rights and duties of the Parties regarding the carrying out of the tasks of establishing and managing a system for the collection, transport, recovery, including recycling, or safe disposal of hazardous material packaging waste.
2. The Annex to this Agreement hereafter referred to as the "Annex" is an integral part of this Agreement and contains a list of Enterprises Placing Packaged Products on the Market, which have joined this Agreement.
3. The Parties shall inform each other in writing and without delay each time of any changes to their address and identification numbers, mentioned in this Agreement.
4. The Chamber shall inform the Marshal of any changes in the list within 14 calendar days of the date of their introduction. The changes in contact details provided for in points 3 and 4 shall not change this Agreement and therefore do not need to be annexed to it.

#### §2. Obligations and reporting

1. The Chamber is responsible for:
  - 1) attaining the goals of this Agreement, which means supporting Enterprises Placing Packaged Hazardous Material on the Market, which joined the Agreement, in attaining annual levels of hazardous material packaging waste recovery and recycling, in a given calendar year at least in the amount provided for in the implementing regulations issued in accordance with the provisions of art. 25 para 4 of the Packaging Act
  - 2) financing the activities covered by the Agreement from the fees paid by the Enterprises Placing Packaged Hazardous Material on the Market, which joined the Agreement by signing a separate contract with the Chamber
  - 3) submitting to the Voivodeship Marshal and the Minister for Environment, by 15<sup>th</sup> March each year, an annual report for the previous calendar year containing information on the functioning of the Agreement, in accordance with Art. 25 para 6 of the Packaging Act

- 4) submitting to the Voivodeship Marshal by 15<sup>th</sup> March each year a printed and electronic list containing information on the weight of the packaging placed on the market in the previous calendar year, categorised by an Enterprise Placing Packaging on the Market, which joined the Agreement
  - 5) the report referred to in § 2 point 1 subpoint 3) of the Agreement and the list referred to in § 2 point 1 subpoint 4) of the Agreement should be submitted for the first time for the calendar year 2014 by 15<sup>th</sup> March 2015
  - 6) recording physically and electronically the Waste Transfer Notes (KPO) and Waste Inventory Record Notes (KEO)
  - 7) storing true and exact copies of the Waste Transfer Notes (KPO) and Waste Inventory Record Notes (KEO) for at least five years, counting from the end of the accounting period, in which these documents were issued to certify the fulfilment of the packaging waste recovery and recycling obligation.
2. The Chamber carries out the obligations of the represented Enterprises Placing Packaged Hazardous Material on the Market referred to in Art. 18 of the Packaging Act for the whole calendar year, in accordance with Art. 34 of the above mentioned act.
  3. The Enterprises Placing Packaged Hazardous Material on the Market join the Agreement on an equal footing.
  4. By granting a power of attorney to the Chamber, the Enterprise Placing Packaged Hazardous Material on the Market authorises it to submit on its behalf requests for documents referred to in Art. 23 para 3 of the Packaging Act, i.e. documents confirming recycling (DPR) and documents confirming other recovery activities (DPO) with regard to hazardous material packaging.
  5. Granting the power of attorney to the Chamber the Enterprise Placing Packaged Hazardous Material on the Market authorises it to submit on its behalf requests for documents confirming the export or intra-Community supply of hazardous material packaging waste in order to recycle it (EDPR) or recover it (EDPO).
  6. Having been granted the power of attorney by the Enterprise Placing Packaged Hazardous Material on the Market, the Chamber shall receive documents confirming recycling (DPR) and documents confirming other recovery activities (DPO) with regard to hazardous material packaging waste and documents confirming the export or intra-Community supply of hazardous material packaging waste in order to recycle it (EDPR) or recover it (EDPO), and subsequently transfers these to the Enterprise Placing Packaged Hazardous Material on the Market.
  7. By 15<sup>th</sup> March each year the Chamber provides each Enterprise Placing Packaged Hazardous Material on the Market with specific information on the attained levels of recovery and recycling with reference to the weight of hazardous material packaging placed on the market by the Enterprise in the previous calendar year.
  8. If an Enterprise Placing Packaged Hazardous Material on the Market decides to terminate the Agreement or is excluded from it, the Polish Chamber of Commerce shall inform the Marshal on the weight of hazardous material packaging waste, which was considered with regard to the Enterprise's obligation of recovery and recycling in the period covered by the Agreement.
  9. The Enterprise Placing Packaged Hazardous Material on the Market shall submit its annual report to the Marshal in accordance with Chapter V Section 2 of the Legal Act on Waste of 14<sup>th</sup> December 2012 (O. J. 2013, item 21, with subsequent changes). The report should include information on the weight of hazardous material packaging and the amount of the product fee, in accordance with Art. 45 para 1 of the Packaging Act.
  10. Should the Enterprise Placing Packaged Hazardous Material on the Market not attain the minimum recovery and recycling levels set forth in the implementing acts issued in accordance with Art. 25 para 4 of the Packaging Act, it shall be obliged to pay a product fee.
  11. In accordance with § 2 point 10 of the Agreement, each Enterprise Placing Packaged Hazardous Material on the Market shall calculate the product fee as the product of the packaging waste weight below the recovery and recycling limits — provided for in the implementing regulations issued in accordance with Art. 25 para 4 of the Packaging Act and calculated in relation to the weight of the composite packaging placed on the market by a given Enterprise — multiplied by a double of the product fee set for hazardous material packaging.
  12. If contrary to its obligation the Enterprise Placing Packaged Hazardous Materials on the Market does not pay the product fee or pays less, the Marshal shall take a decision on the level of default on the product fee in accordance with Art. 37 para 1 of the Packaging Act.
  13. If the Enterprise Placing Packaged Hazardous Material on the Market does not follow the Marshal's decision, the Marshal shall issue a decision on an additional product fee amounting to 50% of the amount in default, in accordance with Art. 37 para 2 of the Packaging Act.
  14. The product fee due as well as the additional product fee are paid into a separate bank account of the Marshal in accordance with Art. 38 para 1 of the Packaging Act.

### **§3. Audit**

1. In accordance with Art. 53 para 1 of the Packaging Act the Marshal shall be responsible for auditing the proper carrying out of the Agreement.
2. The Marshal may empower its employees, hereafter referred to as auditors, to perform audits.
3. The mandate of the auditors has been provided for in Art. 53 para 4 of the Packaging Act.
4. The auditors may request access to written and electronic records kept by the Chamber with regard to the Waste Transfer Notes (KPO) and Waste Inventory Record Notes (KEO), including their true and exact copies.
5. The Chamber is responsible for the day to day monitoring of the functioning of the Agreement.

### **§4. Termination of the Agreement**

1. Each Party has the right to terminate the Agreement with a six-month termination period with effect at the end of the accounting period.
2. Should the Chamber breach its obligations provided for in § 2 point 1 subpoint 1), point 1 subpoint 2), point 1 subpoint 6), point 1 subpoint 7), point 2, subpoint 6 of the Agreement or in the event of external conditions rendering the Agreement impossible to carry out, the Marshal has the right to terminate the Agreement with immediate effect.
3. Should the Chamber breach its obligations provided for in § 2 point 1 subpoint 3), point 1 subpoint 4), point 7, point 8 of the Agreement, the Marshal shall call on the Chamber to fulfil its obligation within 30 days of the date of the notice. The Agreement shall be terminated, should the Chamber not fulfil its obligations within the deadline provided for in the notice.
4. The Chamber shall inform the Enterprise Placing Packaged Products on the Market that the Agreement has been terminated.
5. Should the Agreement be terminated, the Chamber shall provide the Marshal with information on the weight of hazardous material packaging placed on the market by each Enterprise Placing Packaged Hazardous Material on the Market, as well as on the weight of hazardous material packaging waste which was accounted for in the limits for each Enterprise.

### **§5. General Provisions**

1. The Agreement is concluded for the period till 31<sup>st</sup> December 2020.
2. The Agreement is prepared in two identical copies, one for each Party.
3. Any changes to this Agreement must be made in writing in order to be valid.
4. The Parties shall strive to find an out-of-court resolution to any disputes related to the implementation of this Agreement.
5. Should it not be possible to resolve disputes amicably, they shall be settled by the court that has jurisdiction over the Marshal's office.
6. The Agreement enters into force on the day of its signature.

The Polish Chamber of Commerce

The Marshal of the Masovian Voivodeship

STAMP: DEPUTY PRESIDENT

DIRECTOR GENERAL

Illegible signature

Marek Kłoczko

The Polish Chamber of Commerce

ul. Trębacka 4

00-078 Warszawa

STAMP: The Marshal of the Masovian Voivodeship

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Adam Struzik