

# AGREEMENT BETWEEN A DISTANCE SELLER, OPERATOR COMPARABLE TO A PRODUCER, E-COMMERCE PLATFORM ADMINISTRATOR OR DESIGNATED AUTHORISED REPRESENTATIVE THEREOF AND THE PRODUCER RESPONSIBILITY ORGANISATION

## 1. PARTIES AND PURPOSE OF THE AGREEMENT

Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator / Authorised Representative (hereinafter the "Producer") and Sumi Oy (hereinafter the "Producer Responsibility Organisation")

By this Agreement, the Producer, as defined in the Terms of Contract (see section 2), assigns its **packaging producer responsibility obligations** under the waste legislation to the Producer Responsibility Organisation.

The Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator accede to the Agreement directly or through its designated Authorised Representative. The Authorised Representative shall be indicated in section 3B. The signatory to the Agreement shall be indicated in section 8A or 8B.

## 2. DEFINITIONS; TERMS OF CONTRACT

For the purposes of this Agreement, the following definitions that supplement those of the Terms of Contract and are part of the Terms of Contract shall apply.

**"Distance Seller"** means a single producer established in a country other than Finland that distance-sells products referred to in the Waste Act currently in force directly to users in Finland.

**"Agreement"** means (i) the agreement signed by an individual Distance Seller or its designated Authorised Representative; or (ii) the agreement signed by the Operator Comparable to a Producer or its designated Authorised Representative; or (iii) the agreement signed by the E-commerce Platform Administrator or its designated Authorised Representative.

**"Terms of Contract"** mean the terms of contract currently in force that are applied to the Producer specified in the Terms of Contract as well as to the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator that signed this Agreement. The rights and obligations set out in the Terms of Contract also apply to the Authorised Representative if the aforementioned operator has designated an Authorised Representative with an Authorisation Agreement. If the Authorised Representative is unable to fulfil the obligations and liabilities imposed by the Agreement and the Terms of Contract or fails to fulfil them, the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator shall be liable for them in all respects. The Terms of Contract in force at the time of signing this Agreement included herein as **Appendix 1**. The Terms of Contract currently in force are available on the website of Finnish Packaging Recycling RINKI Ltd ("RINKI Ltd") and the Producer Responsibility Organisation and form an integral part of this Agreement.

**"Operator Comparable to a Producer"** means an operator established in a country other than Finland that delivers products to producers established in Finland by means other than distance selling. The Operator Comparable to a Producer or its Authorised Representative shall upon request indicate the producers on whose behalf it is fulfilling producer responsibility obligations, **Appendix 3**.

**"Authorised Representative"** means an authorised representative established in Finland as referred to in the Waste Act which in all cases is designated by way of a written Authorisation Agreement and which assumes producer responsibility on behalf of the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator in Finland and fulfils the obligations related to producer responsibility on behalf of said operator.

**"Authorisation Agreement"** means the signed written agreement between the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator and Authorised Representative that is included herein as **Appendix 2**.

**"E-commerce Platform Administrator"** means an e-commerce platform administrator to which the distance sellers operating on its platform and listed in **Appendix 4** have given a written authorisation to fulfil producer responsibility obligations on their behalf in accordance with the Waste Act currently in force.

For the avoidance of doubt, it is acknowledged that the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator or its Authorised Representative under this Agreement is referred to as a **"Producer"** in the Terms of Contract (**Appendix 1**).

### 3. (A) DETAILS OF THE DISTANCE SELLER / OPERATOR COMPARABLE TO A PRODUCER / E-COMMERCE PLATFORM ADMINISTRATOR

The company details in Section 3(A) must always be filled out; only one contract per operator role.

**The role of the operator** (tick as appropriate):

<input type="checkbox"/>	Distance seller
<input type="checkbox"/>	Operator Comparable to a Producer
<input type="checkbox"/>	E-commerce Platform Administrator

**Company name:** .....

Company ID: .....

Address: .....

Postal code: ..... Town or city: .....

Country: .....

Contact person: .....

Contact person's telephone number: .....

Contact person's e-mail address: .....

### 3. (B) DETAILS OF THE AUTHORISED REPRESENTATIVE (Authorised Representative established in Finland)

Only to be filled out if the operator specified in section 3(A) designates an Authorised Representative.

**Authorised Representative:** .....

Business ID: .....

Address: .....

Postal code: ..... Town or city: .....

Contact person: .....

Contact person's telephone number: .....

Contact person's e-mail address: .....

### 4. AUTHORISED REPRESENTATIVE

The Authorised Representative undertakes to comply with the Terms and Conditions and the requirements and obligations imposed on it by the current legislation, regulations and guidelines issued by the authorities, such as notifying the required parties of receiving the authorisation as well as changes to and withdrawal of the authorisation. The Authorised Representative has sole responsibility for ensuring that it has entered into a written and signed Authorisation Agreement (**Appendix 2**) and completed and signed **Appendix 3** or **Appendix 4** before signing this Agreement. The Appendices shall be delivered to RINKI Ltd simultaneously with the Agreement at the latest.

### 5. OPERATOR COMPARABLE TO A PRODUCER

If the purpose of the Agreement is to render an Operator Comparable to a Producer or its designated Authorised Representative responsible for producer responsibility obligations on behalf of a producer/producers established in Finland, the Operator Comparable to a Producer and its designated Authorised Representative shall ensure that they comply with the requirements and obligations laid out in the current legislation, regulations and guidelines issued by the authorities. Upon request, it shall provide RINKI Ltd with an up-to-date list (**Appendix 3**) of the producers established in Finland whose producer responsibility it is assuming.

## 6. E-COMMERCE PLATFORM ADMINISTRATOR

If the purpose of the Agreement is to render an E-commerce Platform Administrator or its designated Authorised Representative responsible for producer responsibility on behalf of distance sellers operating on the platform, insofar as their products are being sold on the platform concerned, the E-commerce Platform Administrator and its designated Authorised Representative shall ensure that they comply with the requirements and obligations laid out in the current legislation, regulations and guidelines issued by the authorities. It shall also ensure that RINKI Ltd annually receives an up-to-date list of those distance sellers who have authorised the E-commerce Platform Administrator to take care of their producer responsibility obligations. Information on the current situation shall be provided upon signing the Agreement (*Appendix 4*).

## 7. ENTIRE AGREEMENT

This Agreement and its appendices constitute the entire Agreement between the Parties.

## 8. SIGNATURES (sign the Agreement either in section 8A or 8B)

The Agreement enters into force when duly signed by the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator or the Authorised Representative designated by the aforementioned operator.

The Agreement will apply between the Parties as of (date):.....

The Producer Responsibility Organisation has authorised Finnish Packaging Recycling RINKI Ltd ("RINKI Ltd") to accept the Agreement on its behalf by separate agreements. RINKI Ltd shall inform the signatory of the Agreement of the approval of the Agreement.

### **8A Signature of the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator:**

By signing this Agreement, we undertake to abide by the Agreement and the Terms of Contract.

Date:.....

Company name (as indicated in section 3A):.....

Signature:.....

Name in print:.....

**OR**

### **8B Signature of the Authorised Representative:**

Based on the Authorisation Agreement, we sign this Agreement and undertake to abide by the Agreement and the Terms of Contract.

Date:.....

Name of Authorised Representative (as indicated in section 3B):.....

Signature:.....

Name in print:.....

## APPENDICES:

**APPENDIX 1:** Terms of Contract between Producer and Producer Responsibility Organisation

**APPENDIX 2:** Authorisation Agreement

**APPENDIX 3:** Operator Comparable to a Producer, information (list) on producers established in Finland

**APPENDIX 4:** E-commerce Platform Administrator, information (list) on distance sellers

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**RETURN THE SIGNED AGREEMENT COMPLETE WITH THE REQUIRED APPENDICES TO:**

**FINNISH PACKAGING RECYCLING RINKI LTD**  
Tynnyrintekijäkatu 1 C, 00580 HELSINKI, FINLAND  
E-mail: info@rinkiin.fi, Tel. +358 (0)9 616 230  
Business ID 1109694-1  
[www.rinkiin.fi](http://www.rinkiin.fi)

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## TERMS OF CONTRACT

### BETWEEN PRODUCER AND PRODUCER RESPONSIBILITY ORGANISATION AS OF 5 MAY 2023

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#### 1. TERMS OF CONTRACT

These Terms of Contract are an integral part of the Agreement to which the Producer and the Producer Responsibility Organisation are parties.

#### 2. PURPOSE OF THE TERMS OF CONTRACT

Under these Terms of Contract, a Producer subject to the producer responsibility under chapter 6 of the Waste Act and/or a Producer subject to the producer responsibility that has acceded to the Combined Agreement assigns to the Producer Responsibility Organisation its producer responsibility obligations which can be so assigned subject to the statutory provisions indicated in section 4 of the Terms of Contract.

A Producer whose annual turnover is less than EUR 1,000,000 undertakes to comply with these Terms of Contract mutatis mutandis as specified in further detail in section 9 of the Terms of Contract.

#### 3. DEFINITIONS

**"Producer"** means (i) the packager of a product or importer of a packaged product in accordance with the Waste Act whose annual turnover is at least EUR 1,000,000 and that is therefore subject to the producer responsibility under chapter 6 of the Waste Act, and (ii) the packager of a product or importer of a packaged product whose annual turnover is less than EUR 1,000,000 and who is therefore not subject to the provisions of chapter 6 of the Waste Act with the exception of section 52 of the Waste Act.

**"Producer Responsibility Organisation"** means a Producer Responsibility Organisation specified in section 1 of the Agreement that is accepted into the producer register referred to in the Waste Act.

**"RINKI Ltd"** means Finnish Packaging Recycling RINKI Ltd.

**"Agreement"** means (i) a Single Agreement signed by a single Producer whose annual turnover is at least EUR 1,000,000; or (ii) a Combined Agreement signed by a company/organisation authorised to sign a Combined Agreement to which Producers have acceded in accordance with the Combined Agreement; or (iii) a Single Agreement signed by a single Producer whose annual turnover is less than EUR 1,000,000 and to whom these Terms of Contract are applied mutatis mutandis as specified in section 9 of the Terms of Contract.

**"Contract Term"** refers to the Terms of Contract currently in force.

**"Combined Agreement"** means an Agreement signed by a group or a central organ, chain organisation or franchisor that is a Producer with an annual turnover of at least EUR 1,000,000 and has, based on ownership, contract or other authorisation, the right to represent in the matter the companies/organisations belonging to it that are Producers. A Combined Agreement can be concluded with a company irrespective of its legal form.

**"Customer Fee"** means the fee currently in force, determined annually by the Producer Responsibility Organisation, which the

Producer is liable to pay under the Terms of Contract (EUR/tonne).

The Customer Fee covers the statutory duties assigned to RINKI Ltd by the Producer Responsibility Organisation in accordance with the statutory provisions and these Terms of Contract. A Producer's payment share is determined based on the amount of the Customer Fee and the quantity of packages placed on the market by the Producer. The Customer Fee, minimum and maximum payment shares and any other related charges, such as the reporting delay fee, are payable in accordance with the Producer Responsibility Organisation's currently valid price list. Value added tax will be added to the fee at the applicable rate in accordance with the then-current statutory provisions. The price list can be found on RINKI Ltd's and the Producer Responsibility Organisation's website. The annual publication date is by the end of October at the latest.

**"Recycling Fee"** means the fee currently in force, determined annually by the Producer Responsibility Organisation, which the Producer is liable to pay under the Terms of Contract (EUR/tonne). The Recycling Fee is used for covering the statutory costs indicated in section 4 of the Terms of Contract. A Producer's payment share is determined based on the amount of the Recycling Fee and the quantity of packages placed on the market by the Producer. The Recycling Fees currently in force are indicated on RINKI Ltd's and the Producer Responsibility Organisation's website. Value added tax will be added to the fee at the applicable rate in accordance with the then-current statutory provisions. The annual publication date is by the end of October at the latest.

**"Accession Fee"** means the fee currently in force, determined annually by the Producer Responsibility Organisation, which the Producer is liable to pay under the Terms of Contract when acceding to the system. The Accession Fee is payable in accordance with the Producer Responsibility Organisation's price list currently in force. Value added tax will be added to the fee at the applicable rate in accordance with the then-current statutory provisions. The price list can be found on RINKI Ltd's and the Producer Responsibility Organisation's website. The annual publication date is by the end of October at the latest.

#### 4. PRODUCER RESPONSIBILITY

A Producer subject to the producer responsibility must organise, and be responsible for the costs arising from, waste management for the products it places on the market. A Producer subject to the producer responsibility may assign its obligations under producer responsibility to a Producer Responsibility Organisation as provided in the Waste Act (646/2011) and in the Government Decree on Packaging and Packaging Waste (518/2014 and 1029/2021) and in the legislation currently in force.

A Producer may attend to its statutory producer responsibility obligations by signing an Agreement or acceding to a Combined Agreement. If a Producer subject to the producer responsibility has signed an Agreement or acceded to a Combined Agreement, the producer responsibility obligations are assigned from the Producer to the Producer Responsibility Organisation.

A precondition for the assignment of responsibility is that the

Producer Responsibility Organisation has been accepted into the producer register in accordance with the Waste Act and that the Agreement concluded is duly notified to the competent authority.

The Producer Responsibility Organisation has authorised RINKI Ltd to accept the contract on its behalf by a separate agreement. In addition, the Producer Responsibility Organisation has assigned to RINKI Ltd the duties specified in section 6 below.

For the avoidance of doubt, it is acknowledged that the assignment of producer responsibility does not pertain to the requirements imposed for packaging, but instead the Producer is responsible for the due fulfilment of these requirements in accordance with the legislation currently in force, including the requirements pertaining to properties and labelling.

## **5. OBLIGATIONS OF THE PRODUCER RESPONSIBILITY ORGANISATION**

The Producer Responsibility Organisation is responsible for the producer responsibility obligations arising from the statutory provisions indicated in section 4 above in respect of those Producers subject to the producer responsibility who have signed the Agreement or acceded to the Combined Agreement and thus accepted the Terms of Contract.

The Producer Responsibility Organisation has filed an application for acceptance into the producer register as referred to in the Waste Act and is responsible for ensuring that it is accepted into the producer register. The Producer Responsibility Organisation shall immediately notify the Producers that have signed the Agreement if it is removed from the producer register. In such a situation, the Producer Responsibility Organisation shall discharge its obligations in full until it has been removed from the producer register. After removal from the register, the Recycling Fees will be invoiced or returned to the Producers in accordance with a separate report and calculations prepared on the matter.

## **6. DUTIES ASSIGNED TO RINKI OY BY THE PRODUCER RESPONSIBILITY ORGANISATION**

RINKI Ltd assists the Producer Responsibility Organisation by attending to the duties assigned to it by the Producer Responsibility Organisation:

- a) RINKI Ltd informs Producers of producer responsibility and the possibility to fulfil their producer responsibility obligations by entering into an Agreement.
- b) RINKI Ltd approves the agreements on behalf of the Producer Responsibility Organisation and registers the signatories to the Agreement in RINKI Ltd's customer register. RINKI Ltd maintains a publicly available, up-to-date and statutorily compliant list of Producers that have entered into an Agreement.
- c) RINKI Ltd plans data gathering, collects the necessary packaging information from Producers and stores it in the register. RINKI Ltd checks the information it has received. To ensure the accuracy of the information, RINKI Ltd carries out audits on the Producers' packaging information. RINKI Ltd prepares package statistics and a description of the gathering of the data contained in it so that it meets the statutory requirements and the requirements imposed by the authorities.
- d) RINKI Ltd provides customer service to the Producers that have entered into an Agreement with the Producer Responsibility Organisation. The customer service advises in matters related to packaging producer responsibility and reports on its operations to the Producer Responsibility

Organisation.

- e) RINKI Ltd invoices the Customer Fees, Recycling Fees, Accession Fees and other fees decided and approved by the Producer Responsibility Organisation to the Producers.
- f) RINKI Ltd carries out communications related to producer responsibility, Producer registration, gathering of packaging information and invoicing to companies subject to the producer responsibility.
- g) RINKI Ltd reports to the Producer Responsibility Organisation on the execution of packaging statistics, customer service, communications and the invoicing of the fees determined by the Producer Responsibility Organisation.
- h) RINKI Ltd discloses to the Producer Responsibility Organisation and the competent authority the statistics and other necessary information based on the legislation currently in force and required by the authority as agreed with the Producer Responsibility Organisation.
- i) RINKI Ltd notifies to the competent authority the names of the Producers that have concluded an Agreement or acceded to a Combined Agreement as well as the names of the Producers that have terminated the Agreement.
- j) RINKI Ltd reports to the Producer Responsibility Organisation the total quantity of packaging materials placed on the market by all Producers in its register, itemised by packaging type and category, for the purpose of imposing the Recycling Fees and fulfilling producer responsibility obligations.
- k) RINKI Ltd discloses, upon request, to the Producer Responsibility Organisation the names and contact information of the contact persons of the Producer who has entered into an Agreement with it as well as the packaging quantities of the Producer who has entered into an Agreement with the Producer Responsibility Organisation, itemised by packaging type and category. The Producer Responsibility Organisation treats the information as confidential. Information may be disclosed for the entire period over which information is stored in RINKI Ltd's register.
- l) RINKI Ltd is responsible for ensuring that it has the right in accordance with the EU General Data Protection Regulation to gather the Producer's personal data and to disclose them to the Producer Responsibility Organisation. The Producer Responsibility Organisation is responsible for ensuring on its part that it has the right in accordance with the General Data Protection Regulation to receive the Producer's personal data and that it has legitimate grounds for processing such personal data in accordance with the General Data Protection Regulation. For the avoidance of doubt, it is acknowledged that in this connection, RINKI Ltd and the Producer Responsibility Organisation act as independent data controllers in accordance with the General Data Protection Regulation in respect of the Producer's personal data.

In attending to the duties indicated in this section, RINKI Ltd treats all Producers and Producer Responsibility Organisations and packaging materials equitably and fairly in accordance with the laws and regulations currently in force. RINKI Ltd may use subcontractors' services where necessary.

## **7. SINGLE AGREEMENT: PRODUCER'S OBLIGATIONS**

### **PRODUCER**

- a) pays the costs incurred by the Producer Responsibility Organisations arising from the producer responsibility obligations under the regulatory provisions indicated in section 4 above. The fee charged to each individual Producer is collected by RINKI Ltd on a centralised basis and is determined based on the Recycling



Fee decided by the Producer Responsibility Organisation and the packaging information declared by the Producer as specified in more detail in section 10 below.

- b) pays the Customer Fee and Accession Fee to RINKI Ltd. The fee charged to each individual Producer is collected by RINKI Ltd. The Producer's share of the Customer Fee is determined based on the Customer Fee approved by the Producer Responsibility Organisation and the packaging information declared by the Producer as defined in more detail in section 10 below. The Accession Fee is charged according to the price list.
- c) declares to RINKI Ltd annually, in accordance with the currently applicable reporting instructions, the packaging materials and quantities that the Producer has used to package its products and placed on the market or imported with its products. The Producer is obliged to report the data annually by the end of February concerning the previous calendar year. The Producer represents and warrants that the data it provides are correct.
- d) is obliged to cooperate with and assist RINKI Ltd in the inspections set out section 13 of the Terms of Contract, in any official investigations, and in any other necessary way as requested by RINKI Ltd.

#### **8. COMBINED AGREEMENT: OBLIGATIONS OF A PRODUCER AND A COMPANY SIGNING A COMBINED AGREEMENT**

##### **PRODUCER ACCEDED TO A COMBINED AGREEMENT**

- a) approves the group, central organ or other company/organisation specified in the definition given in the Combined Agreement to sign the Agreement and fulfil the obligations under these Terms of Contract on its behalf.
- b) reports its own packaging materials and quantities to the company/organisation that signed the Combined Agreement in accordance with these Terms of Contract and the instructions given by RINKI Ltd from time to time.
- c) undertakes to fulfil its obligations under the Agreement and the Terms of Contract in the event that the company/organisation that signed the Combined Agreement is prevented from fulfilling them.
- d) is obliged to cooperate with and assist RINKI Ltd in the inspections set out section 13 of the Terms of Contract, in any official investigations, and in any other necessary way as requested by RINKI Ltd.

##### **COMPANY SIGNING A COMBINED AGREEMENT**

- e) pays, on a centralised basis, the costs incurred by the Producer Responsibility Organisation arising from the producer responsibility obligations under the regulatory provisions indicated in section 4 above on its own behalf and on behalf of all Producers that have acceded to the Combined Agreement. The fee is collected by RINKI Ltd and determined based on the Recycling Fee decided by the Producer Responsibility Organisation and the packaging information declared as specified in more detail in section 10 below.
- f) pays the Customer Fees and Accession Fees on a centralised basis on its own behalf and on behalf of all Producers that have acceded to the Combined Agreement. The fee is collected by RINKI Ltd. The share of the Customer Fee is determined based on the Customer Fee approved by the Producer Responsibility Organisation and the packaging information declared as specified in more detail in section 10 below. The Accession Fee is charged according to the price

list.

- g) declares to RINKI Ltd annually on a centralised basis, in accordance with the currently applicable reporting instructions, the packaging materials and quantities on its own behalf as well as the packaging materials and quantities that all the Producers that have acceded to the Combined Agreement have used to package their products and placed on the market or imported with their products. The company/organisation signing the Combined Agreement is obliged to declare all the necessary information annually by the end of February concerning the previous calendar year.
- h) submits to RINKI Ltd a list of Producers that have acceded to the Combined Agreement and undertakes to immediately notify RINKI Ltd of all changes, including potential changes regarding their own activities as a Producer, and to keep the list up to date at all times. RINKI Ltd submits to the Producer Responsibility Organisation, annually or whenever there are significant changes to the Combined Agreements (e.g., a change concerning a Producer that has signed the Combined Agreement and/or a change concerning Producers that have acceded to the Combined Agreement), a summary of the Combined Agreements. For the avoidance of doubt, it is acknowledged that any termination and cancellation shall be carried out in accordance with section 16 of the Terms of Contract independently by each Producer.
- i) is obliged, at RINKI Ltd's request, to submit written commitments from the Producers that have acceded to the Combined Agreement regarding due fulfilment of their obligations under the Agreement and these Terms of Contract.
- j) The company/organisation signing the Combined Agreement is obliged to cooperate with and assist RINKI Ltd in the inspections set out section 13 of the Terms of Contract, in any official investigations, and in any other necessary way as requested by RINKI Ltd.

In all circumstances, the company/organisation signing the Combined Agreement shall be liable for the due fulfilment of its own obligations or a failure thereof, as well as for the due fulfilment of the obligations of the Producers that have acceded to the Combined Agreement or a failure thereof, including any payment errors in relation to the Producer Responsibility Organisation and RINKI Ltd. For the avoidance of doubt, it is acknowledged that if the company/organisation signing the Combined Agreement is prevented from performing its duties, section 8c of the Terms of Contract shall apply in respect of an individual Producer.

#### **9. PRODUCERS WITH AN ANNUAL TURNOVER OF LESS THAN EUR 1,000,000**

A producer with an annual turnover of less than EUR 1,000,000 may sign a Single Agreement or accede to a Combined Agreement and obtain the right to use the RINKI brand under these Terms of Contract in accordance with the separate RINKI brand usage rules and is entitled to utilise RINKI Ltd's customer advice and communications services. The producer is obliged to (i) declare packaging materials and quantities in accordance with section 7(c) or 8(b) of the Terms of Contract; (ii) pay the Customer Fee and Accession Fee as well as the Recycling Fee or make the payments in accordance with the Combined Agreement; and (iii) act in accordance with these Terms of Contract as applicable.

#### **10. DETERMINATION OF FEES**

The amount of the Recycling Fee and other fees is determined annually by the Producer Responsibility Organisation. The fees are imposed in such a way as to cover the costs incurred by the Producer

Responsibility Organisations arising from the producer responsibility obligations under the regulatory provisions indicated in section 4 above. The Producer Responsibility Organisation is a non-profit organisation.

The Producer Responsibility Organisation approves the Customer Fee, any related fees, such as reporting delay fees, and the amount of the Accession Fee on an annual basis. The Customer Fees and the Accession Fee are used for covering the costs arising from the duties listed in section 6 above. RINKI Ltd is a non-profit limited liability company.

RINKI Ltd invoices the Recycling Fees decided by the Producer Responsibility Organisations within one (1) month of the acceptance of the packaging quantity information.

RINKI Ltd invoices the Customer Fees annually; the Accession Fee is charged when the Producer accedes to the system. If the Producer fails to provide the package quantity information within the time limit specified in section 7(c) or 8(g) above, the reporting delay fee in accordance with the price list will be added to the invoice.

The Producer is obliged to carefully report and check the packaging information that it reports annually. All remarks and corrections (hereinafter the "Correction") to the packaging information shall be made annually by the end of May of the current calendar year. If the Correction is not made within the aforementioned time, the Correction will not have any such effect as to have the sum of the invoice reduced or a payment refunded.

The Correction shall be addressed to RINKI Ltd and the Producer Responsibility Organisation. The Correction shall include a duly substantiated written explanation. If the Correction indicates that there is an error in the packaging information that would entitle the Producer to a refund of the payments made in the current calendar year or have the invoice adjusted, the invoice may in all cases only be adjusted or payments refunded in respect of an invoice that is based on the previous year's packaging information. No payment refunds will be made for any periods before that. Any adjustment or refund made will be interest-free. No adjustments or payment refunds will be made in the event of the Producer's gross negligence or wilful misconduct.

If the packaging quantity information declared by the Producer is too low, the Producer Responsibility Organisation and RINKI Ltd shall have the right to charge the missing Recycling Fees and Customer Fees in full, including any interest for late payment accrued thereon in accordance with the Interest Act.

## **11. CONCLUSION OF THE AGREEMENT AND ACCEPTANCE OF THE TERMS OF CONTRACT**

A Producer who has not previously concluded an Agreement accepts these Terms of Contract by signing the Agreement or acceding to a Combined Agreement in accordance with these Terms of Contract.

In the event that the Producer Responsibility Organisation changes the Terms of Contract, the Producer concluding the Agreement is deemed to have accepted the new Terms of Contract if, within one (1) month of the date of sending the Terms of Contract, it does not notify RINKI Ltd in writing that it will terminate the Agreement. In such a situation, provided that the written notice has been received within the aforementioned time limit, the Agreement shall expire by the end of the current calendar year on 31 December. Any termination or other expiry shall not relieve the Producer of its obligations under the Terms of Contract, and the Producer shall be liable to pay all fees and fulfil

its other obligations in full, including those for the current calendar year. RINKI Ltd will notify the competent authority of the termination made by Producer.

These Terms of Contract have been approved by the Producer Responsibility Organisation and RINKI Ltd.

## **12. RIGHT OF USE TO THE RINKI BRAND**

A Producer who has accepted the Terms of Contract shall have the right to use the RINKI brand in accordance with the separate RINKI brand usage rules. The RINKI brand usage rules currently in effect are available on RINKI Ltd's website. The Producer shall check the current content of the usage rules on a regular basis.

## **13. INSPECTIONS (AUDIT)**

A representative of RINKI Ltd or a party designated by RINKI Ltd shall have the right to interview, inspect and consult such information and documents access to which is necessary in order to assess compliance with the obligations imposed on the Producer. RINKI Ltd must notify of such inspection visit at least fourteen (14) business days in advance. The inspection shall be carried out in such a way that it does not cause undue inconvenience to the Producer.

If the outcome of the inspection indicates that there is an error in the information and, for example, Recycling Fees, Customer Fees or Accessions Fees have been paid too little or insufficiently, RINKI Ltd and the Producer Responsibility Organisation shall have the right to collect the aforementioned fees in full, including any interest for late payment accrued thereon in accordance with the Interest Act. In addition, the Producer is liable to pay the costs incurred by RINKI Ltd from the inspection. If the inspection indicates that there are no errors in the information, RINKI Ltd shall be liable for the costs incurred from the inspection. Neither party shall be liable for any other costs incurred by the other party as a result of the audit, including, but not limited to, statements by an external expert, costs of additional work, travel costs or other similar costs.

## **14. NON-DISCLOSURE OBLIGATION**

RINKI Ltd will hold in confidence all the information received from Producers. The information received will only be used for the activities related to the producer responsibility obligations under the regulatory provisions indicated in section 4 above and to the gathering of packaging statistics. RINKI Ltd shall have the right to only disclose to parties other than a Producer Responsibility Organisation whether a Producer has signed the Agreement or acceded to the Combined Agreement. The published statistics will only indicate the total quantities by packaging type and category. The non-disclosure obligation shall survive the expiry of the Agreement or its termination by either Party.

RINKI Ltd shall have the right to publish, forward and disclose packaging statistics to third parties in aggregated form so that no information pertaining to an individual company is revealed in the aggregated data.

The Producer Responsibility Organisation shall have the right to publish or disclose the confidential information referred to in section 6(k) to the extent required by a mandatory act, decree or other official regulation or a legally enforceable court decision.

## **15. VALIDITY OF THE TERMS OF CONTRACT**

These Terms of Contract shall enter into force on 5 May 2023 and supersede the Terms of Contract dated 1 January 2018 in their entirety.

The Terms of Contract shall be valid indefinitely.

## **16. TERM, TERMINATION AND CANCELLATION OF THE AGREEMENT**

The Agreement shall be valid for an indefinite period, always continuing for one calendar year at a time. If the Producer or RINKI Ltd, with the authorisation of a Producer Responsibility Organisation, wishes to terminate the Agreement, this shall be done in writing no later than six (6) months before the end of the calendar year (hereinafter the "Period of Notice"). Any termination or other expiry shall not relieve the Producer of its obligations under these Terms of Contract during the Period of Notice, and the Producer shall be liable to pay all fees and fulfil its other obligations in full, including those for the current calendar year.

If the Producer is in material breach of this Agreement, RINKI Ltd shall have the right, with the authorisation of a Producer Responsibility Organisation, to terminate the Agreement in writing with immediate effect. Examples of a material breach include, but are not limited to, provision of false information that is a manifest indication of wilful misconduct or gross negligence in order to avoid payment of the Recycling Fee and/or Customer Fee, or to have them imposed to an amount substantially lower than the correct amount; refusal of an inspection; failure to submit information despite a request to do so; and a failure to make payments despite a request to do.

If the Producer Responsibility Organisation ceases to operate as a Producer Responsibility Organisation and is for this or any other reason removed from the producer register referred to in the Waste Act, the Agreement shall immediately expire in respect of the Producer Responsibility Organisation concerned without any separate measures to that effect.

In the event that the Agreement is terminated, or its validity otherwise expires, RINKI Ltd will communicate the information required by the termination or expiry to the Producer and Producer Responsibility Organisation as well as to the competent authority.

## **17. CHOICE OF LAW**

This Agreement is governed by the law of Finland.

## **18. SETTLEMENT OF DISPUTES**

Any disputes arising out of this Agreement that cannot be resolved through negotiations shall be finally settled in arbitration proceedings in accordance with the arbitration rules of the Central Chamber of Commerce of Finland. The arbitration tribunal shall consist of a single arbiter and its seat shall be in Helsinki. The arbitration proceedings will be conducted in the Finnish language.

## **19. OTHER TERMS AND CONDITIONS**

The Agreement and these Terms of Contract have been drafted in Finnish. In any disputes arising from the interpretation of the translated versions, the Finnish-language Agreement and Terms of Contract shall take precedence.



## AUTHORISATION AGREEMENT

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### 1. PARTIES

This Authorisation Agreement (hereinafter the "**Authorisation Agreement**") has been concluded between the following parties:

1. Company (hereinafter the "**Producer**")

Company name: .....

Address and company ID: .....

Contact person: .....

and

2. Company (hereinafter the "**Authorised Representative**")

Company name: .....

Address and business ID: .....

Contact person: .....

The **Producer** is (tick as appropriate according to the role of the operator):

- ☐ Distance seller
- ☐ Operator Comparable to a Producer
- ☐ E-commerce Platform Administrator

The Producer and the Authorised Representative are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

The definitions used in this Authorisation Agreement have the same meanings as those in the Agreement and Terms of Contract.

This Authorisation Agreement constitutes a part of the Agreement between the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator / Authorised Representative and Producer Responsibility Organisation ("Agreement"). The Terms of Contract between the Producer and Producer Responsibility Organisation ("Terms of Contract") constitute a part of this Authorisation Agreement.

### 2. DESIGNATING AN AUTHORISED REPRESENTATIVE AND VALIDITY OF THE AUTHORISATION AGREEMENT

By signing this Agreement, the Producer designates the Authorised Representative as its Authorised Representative and the Authorised Representative undertakes to fulfil producer responsibility and all obligations related to producer responsibility on the Producer's behalf in Finland in accordance with the Terms of Contract.

This Authorisation Agreement will enter into force when signed by both Parties and will remain in force indefinitely. The Parties undertake to immediately notify Finnish Packaging Recycling RINKI Ltd ("RINKI Ltd") of the termination of the Authorisation Agreement. This notification shall be made in writing. Furthermore, the Parties undertake to notify RINKI Ltd of any other changes related to the Authorisation Agreement, including changes to addresses, contact persons, etc.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 3.1. DUTIES AND OBLIGATIONS OF THE AUTHORISED REPRESENTATIVE:

The Authorised Representative undertakes to comply with the Terms and Conditions and the requirements and other obligations imposed on it by the current legislation, regulations and guidelines issued by the authorities, such as notifying the required parties of receiving the authorisation as well as changes to and withdrawal of the authorisation. In particular, considering the Terms of Contract, the Producer's duties are assigned to the Authorised Representative, and the Authorised Representative shall be responsible for and take care of them in all respects for as long as this Authorisation Agreement remains valid. The Authorised Representative acknowledges and understands that it has legal liability for the Producer's producer responsibility in accordance with current legislation and regulations.

**3.2. PRODUCER'S RIGHTS AND OBLIGATIONS:**

The Producer undertakes to comply with the Terms and Conditions and the requirements and other obligations imposed on it by current legislation, regulations and guidelines issued by the authorities if the Authorised Representative fails to fulfil them or it is probable that the Authorised Representative will not be able to fulfil them.

If the Authorised Representative has failed to make the payments in accordance with the Terms of Contract or has otherwise failed, in full or in part, to comply with its obligations under the Terms of Contract and/or producer responsibility, the Producer shall be fully and retrospectively liable for them. All producer responsibility is shall return to the Producer upon the termination of the Authorisation Agreement.

**4. COUNTERPARTS AND SIGNATURES**

This Agreement shall enter into force when duly signed by both Parties. This Agreement has been executed in two (2) identical counterparts, one for each Party.

**PRODUCER**

Date:

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Company name:

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Person's name:

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Position:

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Signature:

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**AUTHORISED REPRESENTATIVE**

Date:

-----

Company name:

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Person's name:

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Position:

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Signature:

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## OPERATOR COMPARABLE TO A PRODUCER, INFORMATION (LIST) ON PRODUCERS ESTABLISHED IN FINLAND

If the purpose of the Agreement is to render an Operator Comparable to a Producer or its designated Authorised Representative responsible for producer responsibility obligations on behalf of a producer/producers established in Finland, the Operator Comparable to a Producer and its designated Authorised Representative shall ensure that they comply with the requirements and obligations laid out in the current legislation, regulations and guidelines issued by the authorities.

Upon request, Finnish Packaging Recycling RINKI Ltd shall be provided with an up-to-date list of the producers established in Finland whose producer responsibility obligations are being fulfilled. The information shall be provided in this **Appendix 3**.

**Producers established in Finland on behalf of which producer responsibility obligations are fulfilled:**

[illegible]

If the purpose of the Agreement is to render an E-commerce Platform Administrator or its designated Authorised Representative responsible for producer responsibility on behalf of distance sellers operating on the platform, insofar as their products are being sold on the platform concerned, the E-commerce Platform Administrator and its designated Authorised Representative shall ensure that they comply with the requirements and obligations laid out in the current legislation, regulations and guidelines issued by the authorities. It shall also ensure that Finnish Packaging Recycling RINKI Ltd annually receives an up-to-date list of those distance sellers who have authorised the E-commerce Platform Administrator to take care of their producer responsibility obligations.

Information on the current situation shall be provided upon signing the Agreement by completing this **Appendix 4**.

**Distance sellers having authorised the fulfilment of producer responsibility obligations:**

[illegible]