

# Service Packaging Mandate

Between:

....., with its registered office established at, ....., business number ....., validly represented here by ....., hereinafter referred to as “the Principal”.

And:

....., with its registered office established at, ....., business number ....., validly represented here by ....., hereinafter referred to as “the Representative”.

Having regard to the Cooperation Agreement dated 04.11.2008 on the prevention and management of packaging waste (hereinafter referred to as the “Cooperation Agreement”);

Having regard to Article 29 of the Fost Plus accreditation dated 20.12.2018;

Having regard to Article 4 of the general terms and conditions of the membership contract, as published on the Fost Plus website [www.fostplus.be](http://www.fostplus.be), as approved by the Interregional Packaging Commission;

Considering that, on the basis of Article 8 of the Cooperation Agreement, the Party Responsible for Packaging that does not individually fulfil the Take-back Obligation and the Information Obligation, can charge Fost Plus with the performance of these obligations;

Considering that the Principal, whether or not in the capacity of Party Responsible for Packaging, has concluded a membership contract with Fost Plus;

Considering that the Party Responsible for Service Packaging does not have to submit a declaration to Fost Plus regarding Service Packaging that is not put on the Belgian market and/or is not used as Service Packaging;

Considering that this information on the export and use of Service Packaging is held by the customers of the Party Responsible for Packaging; that these customers have the possibility of assuming the fulfilment of the Take-back Obligation and the Information Obligation on a voluntary basis; that in practical terms, this implies that they join Fost Plus on a voluntary basis by signing the membership contract and among other things comply with the obligation to submit a declaration and the obligation to pay funding contributions;

Considering that the customers of the Parties Responsible for Service Packaging also have customers that export and/or do not use packaging as Service Packaging;

Considering that this Agreement is without prejudice to the legal obligations of the Party Responsible for Packaging;

Considering that the parties have agreed to conclude the following Agreement.

The following is agreed:

### Article 1 - Appointment

- 1.1 The Principal instructs the Representative to fulfil the legal Take-back Obligation and Information Obligation for Service Packaging that is invoiced and/or delivered to the Representative.
- 1.2 The Representative voluntarily accepts the appointment referred to in Article 1.1 and undertakes, at the latest within thirty (30) days of the signing of this Agreement, to conclude a membership contract, as published on the website [www.fostplus.be](http://www.fostplus.be), with Fost Plus. The Representative declares that it is familiar with the aforementioned membership contract. It declares that it accepts all the terms of this membership contract, including the obligation to submit a declaration and the payment of funding contributions.
- 1.3 The Representative undertakes at all times to fulfil the contractual obligations, as laid down in the membership contract with Fost Plus, in accordance with the provisions of this membership contract.
- 1.4 The Representative may not under any circumstances invoke the exemption from the Take-back Obligation provided for in Article 6 of the Cooperation Agreement for the packaging that is the subject of this Agreement.

### Article 2 - Indemnification

If Fost Plus takes recourse against the Principal for the obligation to submit a declaration and/or for the payment of the funding contributions owing to the failure of the Representative, the Representative shall indemnify the Principal in full for the payments, compensation, interest and fines that it has to settle in this respect. The Principal shall be able to pass on all payments, compensation, interest and fines that it owes to Fost Plus in this respect to the Representative.

### Article 3 - Duration of the Agreement

- 3.1 This Agreement shall take effect as of 01.01.20... and is concluded for an indefinite period. Each party may terminate the Agreement annually on 31.12 subject to compliance with a period of notice of one (1) month, to be sent by recorded delivery.
- 3.2 The Principal shall be entitled to terminate the Agreement ipso jure and with immediate effect by recorded delivery if the Principal is informed by Fost Plus that the Representative fails to comply with its contractual obligations in respect of Fost Plus, for example if the Representative:
  - fails to submit its declaration to Fost Plus on time or submits an incomplete declaration;
  - fails to pay its funding contribution invoices to Fost Plus.
- 3.3 In the event of the termination of this Agreement on the basis of Article 3.1 or 3.2, the Principal undertakes, as of the moment when the Agreement is terminated, to again itself fulfil the obligation to submit a declaration and to pay the funding contributions to Fost Plus for Service Packaging that is invoiced and/or delivered to the Representative.
- 3.4 In the event of the termination of this Agreement, as defined in Article 3.1. or 3.2., the Principal shall inform Fost Plus of this in writing within thirty (30) days.

### Article 4 - Modifications

No modifications whatsoever may be made to this Agreement without the written, express and prior consent of both parties.

## Article 5 - Transferability

- 5.1** The Representative shall be entitled to have the obligations resulting from this Agreement for all or part of the Service Packaging that is invoiced and/or delivered to it fulfilled by a subsequent Representative on condition that:
- it signs a Mandate for Service Packaging, as per the model published on the website [www.fostplus.be](http://www.fostplus.be), and that the subsequent Representative also voluntarily joins Fost Plus;
  - Service Packaging constitutes the subject of successive mandates a maximum of twice; i.e. Service Packaging for which fulfilment of the Take-back Obligation and the Information Obligation is assumed twice by successive representatives may not be the subject of a third mandate.
- 5.2** Due to the limited transferability and the obligations to submit declarations to Fost Plus, upon the invoicing and/or delivery of Service Packaging the Principal must always inform the Representative which packaging is the subject of a Mandate for the first time and which packaging is the subject of a Mandate for the second time. The format of the declaration to be submitted to Fost Plus, as known when this Agreement is signed, is appended to this Agreement.

## Article 6 - Competent court

Any dispute relating to the validity, the interpretation or the fulfilment of this Agreement shall be settled definitively by the competent courts of the legal district of Brussels. This Agreement is governed by Belgian law.

For the Principal  
Signature

For the Representative  
Signature

Name .....

Name .....

Position .....

Position.....

Done in .....

Done in .....

On .....

On .....

Drawn up in two copies, each party acknowledging receipt of an original copy.