

General Terms and Conditions 3.0

which form an integral part of the Fost Plus membership contract

TABLE OF CONTENTS

Article 1 Definition2

Article 2 Object of the Contract4

Article 3 The Contracting Partner’s obligations4

 3.1 Submitting an annual declaration.....4

 3.2 Contributions5

 3.3 Payment of the (financial) contributions.....5

 3.4 Accounting and audits6

 3.5 Sorting instructions on Packaging6

Article 4 Mandate for the performance of the Take-back and Information Obligation6

Article 5 Meaning and use of the Green Dot Logo.....7

Article 6 Graphic charter of the Green Dot Logo7

Article 7 Fost Plus’ obligations8

Article 8 Termination of the Contract – Compensation8

 8.1 Cancellation8

 8.2 Resolutive conditions8

 8.3 Breach by the Contracting Partner8

 8.4 Breach by Fost Plus.....8

 8.5 Suspension by Fost Plus9

Article 9 Consequences of the termination of the Contract9

Article 10 Rejoining9

Article 11 Privacy9

Article 12 Address for service of notices10

Article 13 Jurisdiction.....10

Article 1 Definition

1.1 ‘Contract’: The membership contract concluded between Fost Plus and the Contracting Partner for the purpose of performing the legal Take-Back and Information Obligation with regard to household Packaging Waste, including the General Terms and Conditions.

1.1.1 ‘Contracting Partner’: party for which Fost Plus performs the legal Take-Back and Information Obligation with regard to household Packaging Waste. The Contracting Partners are subdivided into XL, L, M, S & XS revisable category based, among other things, on the quantity of Packaging placed on the market and the breadth of the range of packaged products. The list of members per category will be updated regularly. The categories, with the exception of the XS category, are reviewed annually based on the average increase in the Green Dot rates.

1.2 ‘General Terms and Conditions’: The General Terms and Conditions applying to the Contract concluded between Fost Plus and the Contracting Partner for the purpose of performing the legal Take-Back and Information Obligation with regard to household Packaging Waste.

1.3 ‘Cooperation Agreement’: The Cooperation Agreement dated 4 November 2008 concerning the prevention and management of Packaging Waste approved by the decree of the Flemish Region of 19 December 2008, by the decree of the Walloon Region of 5 December 2008 and by the Order of the Brussels-Capital Region of 19 December 2008 (Belgian Official Journal of 29 December 2008), as well as all subsequent amendments.

1.4 ‘Packaging’: Packaging as defined in article 2, 1° of the Cooperation Agreement, specifically: all products made of materials of any nature that can be used for the containment, protection, handling, delivery and presentation of goods, from raw materials to the finished goods, during the entire trajectory from the producer to the consumer or the user. All disposable items used for the same purposes shall also be considered as Packaging. Packaging consists only of:

 1.4.1 Sales Packaging or Primary Packaging, i.e. any Packaging designed to constitute a sales unit to the end user or consumer at the point of sale;

 1.4.2 Grouped Packaging or Secondary Packaging, i.e. any Packaging designed to constitute at the point of sale a grouping of a certain number of sales units, whether the latter is sold as such to the end user or consumer or whether it serves only as a means of replenishing the shelves at the point of sale; it can be removed from the product without affecting its characteristics;

 1.4.3 Transport Packaging or Tertiary Packaging, i.e. any Packaging designed to facilitate the handling and transport of a number of sales units or Grouped Packaging in order to prevent physical damage caused by handling and transport. Parcel packaging is the only form of household, and not industrial, tertiary packaging. Transport Packaging does not include road, rail, ship or air containers. The definition of Packaging is based, furthermore, on the criteria set out below.

 a) Items shall be considered to be Packaging if they meet the above-mentioned definition, without prejudice to other functions which the Packaging might also perform, unless the item is an integral part of a product and is necessary to contain, support or preserve that product throughout its lifetime and all elements are intended to be used, consumed or disposed of together.

- b) Items designed and intended to be filled at the point of sale and disposable items sold filled or designed and intended to be filled at the point of sale shall be considered to be Packaging provided that they perform a packaging function.
- c) Packaging components and ancillary elements incorporated into the Packaging shall be considered to be part of the Packaging into which they are incorporated. Ancillary elements that are hung on or attached to a product and that perform a packaging function shall be considered to be Packaging unless they are an integral part of this product and all elements are intended to be consumed or disposed of together.
- 1.5 'Service Packaging': Any Packaging within the meaning of article 2, 5° of the Cooperation Agreement, namely primary, secondary and tertiary Packaging used for the presentation of goods or services made available to consumers, as well as any Packaging of the same type that can be used in the same way.
- 1.6 'Packaging Waste': Any Packaging within the meaning of article 2, 6° of the Cooperation Agreement, namely any Packaging or any Packaging materials covered by the definition of waste in the applicable regional laws, excluding Packaging production residue.
- 1.7 'Household Packaging Waste': Packaging Waste as defined in article 2, 7° of the Cooperation Agreement, namely, generated by normal household activity as well as Packaging Waste which is deemed equivalent or comparable under the applicable regional laws.
- 1.8 'Industrial Packaging Waste': Packaging Waste as defined in article 2, 8° of the Cooperation Agreement, namely, waste that cannot be considered as household Packaging Waste.
- 1.9 'Reusable Packaging': Any Packaging within the meaning of article 2, 9° of the Cooperation Agreement, which is intended and designed to be able to accomplish, within its life cycle, a minimum number of trips or rotations, is refilled or used for the same purpose for which it was designed, with or without the support of products available on the market that enable the Packaging to be refilled; such Packaging becomes Packaging Waste when it is no longer subject to reuse.
- 1.10 'Take-back Obligation': Obligation imposed on the Party Responsible for Packaging to achieve, within the framework of the objectives fixed in the Cooperation Agreement, the recovery and recycling rates stipulated in article 3, §2 and §3, of the Cooperation Agreement.
- 1.11 'Information Obligation': The duty of the Party Responsible for Packaging to inform the Interregional Packaging Commission annually of compliance with the Packaging Waste Take-back Obligation and the recycling and recovery percentages achieved, in accordance with the provisions of the Cooperation Agreement.
- 1.12 'Party Responsible for Packaging': the party responsible for packaging as defined in article 2, 20° of the Cooperation Agreement, namely:
- 1.12.1 any person or entity that has packaged products itself or via a third Party in Belgium with a view to placing them on the Belgian market,
- 1.12.2 in cases where the products placed on the Belgian market have not been packaged in Belgium, any person or entity that has imported the packaged products via a third party or has imported them itself and that does not unpack or consume them,
- 1.12.3 as regards industrial Packaging Waste resulting from products which do not fall within the scope of point 1.12.1 or point 1.12.2, any person that, on the Belgian territory, unpacks or consumes the packaged product and is consequently responsible for the resultant Packaging Waste,
- 1.12.4 as regards Service Packaging, and notwithstanding the foregoing, any person or entity that produces the Service Packaging with a view to placing it on the Belgian market, as well as any person or entity, if the Service Packaging is not produced in Belgium, that had imported it with a view to placing it on the Belgian market, or any person or entity that imports Service Packaging and itself places it on the Belgian market, whether or not it is a retailer.
- 1.13 'Mandate': A written contract in accordance with the standard contract published on the website between the Principal and the Representative pursuant to which the Representative undertakes voluntarily, for a given quantity of Packaging, to perform the Principal's Take-back and Information Obligation and, in this capacity, to perform all the obligations pursuant to the Contract as regards Packaging.
- 'Principal': the Contracting Partner, whether or not acting as the Party Responsible for Packaging, referred to in article 4.2 of this Contract.
- 'Representative': the Contracting Partner referred to in article 4.1 of this Contract.
- 1.14 'Accreditation': The accreditation granted by the Interregional Packaging Commission to Fost Plus to enable it, in accordance with the Cooperation Agreement, to perform the Take-back and Information Obligations of the Parties Responsible for Packaging.
- 1.15 'Interregional Packaging Commission (IVCIE)': The Commission referred to in article 2, 24° of the Cooperation Agreement and entrusted with certain administrative, oversight and advisory tasks within the framework of the said Cooperation Agreement.
- 1.16 'Green Dot Rates': The rates expressed in euros by material or group of materials, as calculated every year by Fost Plus, and which are used as the basis for calculating the contribution of members.
- 1.17 'Green Dot Logo': The logo which is the property of Duales System Deutschland GmbH, consisting of a circle containing two interlinked arrows at a vertical angle, as shown in the illustration. 
- 1.18 'Website': the website of www.FostPlus.be, and in particular the tab intended for enterprises/members.
- 1.19 'Territory': The territory of Belgium.
- 1.20 'Basic service provision': the services intended for the performance of the Take-Back and Information Obligation on behalf of the members, pursuant to article 6 of the Cooperation Agreement, summed up in the following exhaustive list:
- making available online declaration applications, reports, documentation and model declarations according to the category to which the Contracting Partner belongs;
 - processing the annual declaration;
 - sending (digital) invoices for the annual contribution and sending 1 payment reminder;
 - carrying out checks such as packaging compositions, health checks, audits;
 - all PreventPack.be services with the exception of the packaging diagnosis;
 - all communications material from 'The sort store', with the exception of waste bins.

Article 2 Object of the Contract

- 21 By signing the Contract or via online registration, declaration and acceptance of the Contract, the Contracting Partner entrusts Fost Plus with the performance of the Take-back and Information Obligations for household Packaging Waste for which it is legally the Party Responsible for Packaging, as specified in article 1.12 of the Contract. By signing the contract, the Contracting Partner gives Fost Plus full powers to accomplish all the actions necessary for the fulfilment of the Take-back and Information Obligations relative to Packaging for which it is legally the Party Responsible for Packaging.
- 22 A Contracting Partner may sign up online by creating a personal account, accepting the membership Contract and the General Terms and Conditions and by submitting a declaration for the period preceding the date when it signed up online, unless the Contracting Partner has not previously placed any Packaging on the market in the year before signing up. The first declaration that follows will be made in accordance with article 3.1.
- 23 If the Contracting Partner can demonstrate that, in its capacity as the Party Responsible for Packaging, it has individually performed its Take-back and Information Obligations for a specific category of Packaging, that portion of its Packaging shall not be subject to the provisions of the Contract. Such an exemption may be granted only on condition that the Contracting Partner can provide a declaration from the Interregional Packaging Commission confirming that the aforementioned quantities of Packaging have in fact been duly taken back by the Contracting Partner individually as provided for in article 7 of the Cooperation Agreement.

Article 3 The Contracting Partner's obligations

3.1 Submitting an annual declaration

- 3.1.1 The Contracting Partner shall submit a declaration to Fost Plus each year via the online declaration programs provided on the Website, by no later than 28 February, including if it has opted to make periodic interim declarations. At the moment there are six declaration systems:
1. Declaration of the number of units placed on the market, which may be extended twice based on changes in turnover;
 2. Extrapolation based on changes in turnover, which may be extended twice;
 3. Declaration of the number of units placed on the market per pre-defined product family;
 4. Declaration of the number of units placed on the market per pre-defined Packaging type;
 5. Consolidated per product family: declaration of the packaging weight per material and number of units placed on the market;
 6. Specified per product: declaration of the packaging weight per material and number of units placed on the market.
- The declaration systems are regularly evaluated and adjusted. The applicable declaration system depends on the specific category to which one belongs. Details are available on the Website and in the declaration programs. Depending on the category to which the Contracting Partner belongs, that Contracting Partner has the option of using simplified declaration systems.
- Contracting Partners with e-commerce activities that place their Packaging on the Belgian market via their online platforms can use the aforementioned

declaration systems or a simplified declaration system in accordance with system 4. In the case of a simplified declaration system, the Contracting Partner declares the number of packages it has placed on the market. The tonnage for calculating the annual contribution is in that case estimated on the basis of a weighted average composition for each package. This annual declaration concerns all household Packaging that the Contracting Partner has actually placed on the market during the previous calendar year. Submitting a timely, complete and correct declaration is the responsibility of the Contracting Partner.

- 3.1.2 As regards the year in which the Contracting Partner becomes a member of Fost Plus, the declaration shall be submitted when the signed/accepted Contract is introduced. If the Contracting Partner has not placed any Packaging on the market during the calendar year before it signed up, it will only submit an annual declaration in the year after the year when it signed up, and shall submit by no later than 28 February a declaration of the Packaging which the Contracting Partner has placed on the market during the first year of its membership.
- 3.1.3 The Contracting Partner undertakes to complete the declarations required by Fost Plus in accordance with the standard declaration and the criteria published on the Website. In using the online declaration programs, the Contracting Partner accepts the specific conditions of use of the online declaration. The Contracting Partner shall appoint a person responsible for the declaration, whose contact details shall be notified to Fost Plus. The person responsible for the declaration must register for the declaration. The Contracting Partner undertakes to transmit to Fost Plus all the information which might be necessary to enable Fost Plus to perform its obligations pursuant to the Cooperation Agreement, including information relating to Reusable Packaging.
- 3.1.4 The Contracting Partner may submit a request to correct its annual declaration until 30 June of the calendar year following the year in which the declaration was required to be submitted. Fost Plus shall examine the admissibility of any such request made by the Contracting Partner to correct its declaration. If the request to correct the declaration is accepted by Fost Plus, the contributions owed by the Contracting Partner shall be recalculated in accordance with article 3.2 of these General Terms and Conditions and on the basis of the corrected declaration.
- 3.1.5 If Fost Plus has not received the Contracting Partner's annual declaration of the Packaging placed on the market by the deadline set out in article 3.1.1, the Contracting Partner shall pay a fine in the amount of one per cent (1%) of the annual contribution per month that it is late, with a minimum of one hundred euros (EUR 100) per month.
- Moreover, the Contracting Partner shall in that case also be required to pay a flat-rate administrative charge of one hundred euros (EUR 100) and shall also owe compensation for the actual loss incurred.
- 3.1.6 If, for a given calendar year, the Contracting Partner should place less than three hundred kilograms (300 kg) of Packaging (household and industrial Packaging combined) on the market, it shall not be required to submit an annual declaration to Fost Plus for the calendar year in question. The Contracting Partner may nevertheless remain a member of Fost Plus in order to be able to affix the Green Dot Logo on its Packaging, in accordance with the provisions of articles 5 and 6 of the General Terms and Conditions. The Contracting Partner shall in that case submit, for the calendar year in

question, by no later than 28 February, a declaration of honour attesting that it has placed less than three hundred kilograms (300 kg) of Packaging on the market, and it shall pay a minimum contribution of one hundred euros (EUR 100). The exemption from the obligation to submit a declaration shall not apply in the case of a Representative under a Mandate (see article 4).

3.2 Contributions

3.2.1 The Contracting Partner undertakes to pay to Fost Plus an annual contribution for all the Packaging referred to in article 2.1 of these General Terms and Conditions, except for Reusable Packaging, in order to enable Fost Plus to perform its obligations in accordance with the Accreditation granted to it. The contribution includes the remuneration for the Basic service provision. Work, supplies and services provided by Fost Plus that are not included in the Basic service provision are charged at the applicable real wage costs in question (based on the time worked by Fost Plus employees) and expenses incurred (such as travel costs, file management costs, etc.).

3.2.2 The Contracting Partner's annual contribution shall be calculated on the basis of the tonnage and nature of the Packaging placed on the market, as indicated in the Contracting Partner's declaration, multiplied by the Green Dot rates set pursuant to article 3.2.3 of the General Terms and Conditions. Contracting Partners with e-commerce activities that place their Packaging on the Belgian market via their online platforms can use the aforementioned declaration systems or a simplified declaration system. In the case of a simplified declaration system, the Contracting Partner declares the number of packages it has placed on the market. The tonnage for calculating the annual contribution is in that case estimated on the basis of a weighted average composition for units reported in the declaration. If a simplified declaration system is used, an average rate will be charged as the contribution, to which a supplement may be added that will be communicated each year when the Green Dot rates are published.

3.2.3 The Green Dot rates (including any supplement as referred to under 3.2.2 and the amount used to determine the form of payment as referred to under 3.3.3), the mode of calculation and the use of the contributions from all Contracting Partners will be determined each year by the Board of Directors of Fost Plus and are automatically applied to this Contract as from the date of its entry into force as determined by the Board of Directors.

The Green Dot rates (including any supplement as referred to under 3.2.2 and the amount used to determine the form of payment as referred to under 3.3.3), will be communicated each year to the Contracting Partner.

3.2.4 If the actual contribution calculated on the basis of the Contracting Partner's declaration is less than one hundred euros (EUR 100), the Contracting Partner shall be required to pay an annual contribution of one hundred euros (EUR 100) to Fost Plus. A discount of fifty euros (EUR 50) will be granted if payment is made by standing order in combination with the submission of a timely and complete declaration by the set deadline. If the standing order is cancelled, or if a declaration is late and/or incomplete, the discount granted shall automatically lapse with immediate effect.

3.2.5 If the Contracting Partner becomes a member of Fost Plus with retroactive effect, it shall also be liable for contributions payable for the period covered by the

retroactive membership in Fost Plus, limited to a period of five (5) calendar years:

- for each of the first and second retroactive year, a contribution will be calculated on the basis of the retroactive declaration for the real tonnage of Packaging placed on the market during the first retroactive calendar year (that will in other words also serve as the basis for the calculation of the contribution for the second retroactive year) and the Green Dot rates as applicable in the first two years respectively of the Contracting Partner's retroactive membership. If necessary, the Contracting Partner may opt to declare the real tonnage of Packaging placed on the market in the second retroactive year, to serve as the basis for calculating the contribution for that year.

- for the third, fourth and fifth retroactive years, a flat-rate contribution of either one hundred and fifty euros (EUR 150) if the Contracting Partner belongs to the S or XS category, or two hundred and fifty euros (EUR 250) if the Contracting Partner belongs to the M or L category.

3.3 Payment of the (financial) contributions

3.3.1 The Contracting Partner shall pay one or more intermediary invoices, drawn up by Fost Plus in the course of the year. The amount of the intermediary invoice(s) is calculated by Fost Plus on the basis of the most recent declaration, received from the Contracting Partner and processed by Fost Plus. Notwithstanding the foregoing, Fost Plus may, for some categories of Contracting Partners, dispense with intermediary invoices.

3.3.2 A detailed final statement shall be drawn up on the basis of the Packaging actually placed on the market by the Contracting Partner during the declaration year. This final statement shall be the difference between the contribution due and the total of the intermediary invoices paid pursuant to article 3.3.1 for the period concerned. If the amount of the intermediary invoice(s) is less than the contribution due, Fost Plus shall draw up an additional invoice and send it to the Contracting Partner. If the amounts paid exceed the contribution due, a credit note shall be issued and sent to the Contracting Partner.

3.3.3 Intermediary invoice payments and annual contributions shall be paid by the Contracting Partner by standing order or by bank transfer, depending on the category to which the Contracting Partner belongs. For the 2020 calendar year and subsequent years, unless otherwise instructed, the payments must be made via standing order in the case of Contracting Partners of which the annual contribution is less than a thousand euros (EUR 1000), by bank transfer in the case of Contracting Partners whose annual contribution is more than a thousand euros (EUR 1000). The Contracting Partner shall be validly discharged from its obligation to pay an invoice issued by Fost Plus only when the latter has received from the Contracting Partner the full amount for which it was invoiced.

3.3.4 All invoices sent by Fost Plus to the Contracting Partner shall be payable within thirty (30) calendar days after the end of the month during which the invoice was drawn up. Any bank charges in respect of payments made by the Contracting Partner shall be borne by the latter. The Contracting Partner declares that it agrees for the invoice be prepared either on paper or electronically, or must be made available on the online members' platform. If Fost Plus prepares electronic invoices and the Contracting Partner wishes to continue receiving the invoices on paper, Fost Plus reserves the right to charge five euros (EUR 5) in administrative costs for each paper invoice. At the request of the

Contracting partner, a duplicate or a more detailed version will be provided. Fost Plus reserves the right to charge five euros (EUR 5) in administrative costs for such a duplicate. Presenting an extract of account by Fost Plus is sufficient to determine the amount of its claim against the Contracting Partner and to issue a proof thereof.

- 3.35 If the Contracting Partner disputes an invoice, this is valid only if it notifies Fost Plus by registered letter thereof within thirty (30) days after the date of the invoice.
- 3.36 All invoices sent by Fost Plus are payable in cash at the registered office of Fost Plus, net without discount. If the invoice is not paid by the due date, Fost Plus will send a first reminder free of charge, and after that a second reminder, for which a reminder cost of ten euros (EUR 10) and a final reminder/notice in which a late fee of fifteen euros (EUR 15) is charged. Moreover, for each invoice that is not paid by its due date, an agreed late interest will be charged automatically and without notice that is equal to the interest rate based on the Law of 2/8/2002 on combating late payments in commercial transactions and a flat-rate compensation of 10% with a minimum of fifty euros (EUR 50) per invoice. The costs and fees of the lawyer or collection agency acting on behalf of Fost Plus shall be borne by the Contracting Partner. Late payment of an invoice makes all other unpaid invoices immediately due. The Contracting Partner loses its right to invoke suspension of its payment commitments on any grounds whatsoever. The Contracting Partner loses its right to request the cancellation of the Contract on any grounds whatsoever.

3.4 Accounting and audits

- 3.4.1 The Contracting Partner must keep specific accounting records. These specific accounting records must consist of a file containing all the calculation elements and documents that were needed to prepare the declaration. Fost Plus shall have the right, either itself or via a corporate auditor bound by the rules of professional secrecy, to audit these specific accounting records in order to ensure that the declaration submitted by the Contracting Partner is accurate and complete.
- 3.4.2 The cost of the audits as referred to in article 3.4.1 of the General Terms and Conditions shall be borne by Fost Plus, unless the contribution paid should prove insufficient.
- 3.4.3 The Contracting Partner must, upon Fost Plus' first request, have its declaration certified. Fost Plus may avail itself of this right in order to ensure that the Contracting Partner's declaration is accurate and complete. Certification of the annual declaration shall be carried out at the Contracting Partner's expense by a corporate auditor where the Contracting Partner has appointed a corporate auditor to audit its annual accounts, or by an external auditor. Unless repeated errors are noted in the Contracting Partner's declaration, Fost Plus may make only one certification request for each period of three (3) years.
- 3.4.4 If Fost Plus or its Representative note any impediment preventing it from exercising the audit right provided for in article 3.4.1 of the General Terms and Conditions or if the cooperation provided is insufficient or if the Contracting Partner fails to follow up on the audits specified in articles 3.4.1 and 3.4.3, it shall inform the Contracting Partner immediately in writing. The latter must take all necessary measures, within four (4) weeks after receipt of the said notification, to rectify the situation

with regard to the exercising of the aforementioned audit rights. If the situation has not been remedied within such period, Fost Plus reserves the right to impose a fine on the Contracting Partner amounting to 5% of the annual contribution, with a minimum of one hundred euros (EUR 100) and a maximum of two thousand five hundred euros (EUR 2,500), subject to Fost Plus' right to claim compensation for the actual loss incurred.

- 3.4.5 If Fost Plus establishes, by any legal means, the existence of false and/or incomplete information in the Contracting Partner's annual declaration, the Contracting Partner shall be required to pay all the contributions which it has evaded, which sum shall be increased on the one hand by interest on arrears at the legal rate and, on the other hand, by way of a penalty clause, by an additional amount equal to the contribution evaded by it pursuant to any such false and/or incomplete declaration. Furthermore, the Contracting Partner shall in that case also be required to pay a flat-rate administrative charge and shall also owe compensation for the actual loss incurred. The administrative charge is one thousand five hundred euros (EUR 1,500) if the Contracting Partner belongs to the XL or L category or five hundred euros (EUR 500) if it belongs to the M, S or XS category. In the event of a second infringement by the Contracting Partner, Fost Plus may terminate the Contract pursuant to article 8.4 of the General Terms and Conditions.
- 3.4.6 If Fost Plus establishes, by any legal means, that a Contracting Partner with e-commerce activities has failed to declare Packaging that it placed on the Belgian market via its online platform, the Contracting Partner shall be required to pay twice the amount of the contributions it has evaded as well as a flat-rate administrative charge. The administrative charge is one thousand euros (EUR 1000) if the Contracting Partner belongs to the XL, L or M category or five hundred euros (EUR 500) if it belongs to the S or XS category.

3.5 Sorting instructions on Packaging

If the Contracting Partner places sorting instructions on Packaging, it must, in all cases, inform Fost Plus accordingly. The sorting instructions on Packaging must comply with the sorting rules applied in Belgium, unless they refer explicitly to a country other than Belgium and if it is clear that the sorting instructions do not apply in Belgium.

Article 4 Mandate for the performance of the Take-back and Information Obligation

- 4.1 This article 4.1. shall apply only to Representatives that have joined Fost Plus on a voluntary basis, whether or not this is over and above their own Take-back and Information Obligation, to perform a Principal's Take-back and Information Obligation.
- 4.1.1 The Representative undertakes to include the Packaging in its annual declaration as referred to in article 3.1 of the General Terms and Conditions, to pay the related contribution in accordance with articles 3.2 and 3.3 of the General Terms and Conditions and to comply with all the other obligations arising from the Contract.
- 4.1.2 The Representative undertakes to attach to the annual declaration the complete list of all the Principals whose Take-back and Information Obligations it performs. This list must be drawn up in accordance with the model and procedure established by Fost Plus and published on the Website.

- 4.1.3 The Representative must at all times be able to present to Fost Plus and to the IVCIE a written Mandate issued by the Principal whose Take-back and Information Obligation it performs.
- 4.1.4 The Representative shall be responsible for any errors committed in the performance of the obligations imposed by this Contract, without being able to invoke any exceptions whatsoever resulting from its relationship with the Principal whose Take-back and Information Obligation it performs.
- 4.2 Article 4.2 shall apply only to Principals that entrust the performance of their Take-back and Information Obligations to a Representative.
- 4.2.1 The Principal may only entrust a third party with responsibility for performing its Take-back and Information Obligation pursuant to a Mandate granted to:
 - a foreign European supplier or
 - a Service Packaging user or
 - a company with which it has the following business or legal relations: franchise, purchasing group, parent company or holding company, and provided that the aforementioned Parties are members of Fost Plus.
- 4.2.2 The Principal shall always attach to its own annual declaration a complete list of all the legal entities to which it has granted a Mandate. This list must be drawn up in accordance with the model and procedure established by Fost Plus and published on the Website.
- 4.2.3 The Principal must at all times be able to present to Fost Plus and the IVCIE a Mandate with each of its Representatives.
- 4.2.4 A Mandate does not release the Party Responsible for Packaging from its legal obligations.
- 4.2.5 If it appears that a Representative appointed to perform the Take-back and Information Obligation in respect of specific Packaging has failed to comply with its contractual obligations with regard to Fost Plus, the latter may require the Principal to include the Packaging concerned in its own declaration, except in the event that the Representative goes into receivership or bankruptcy.

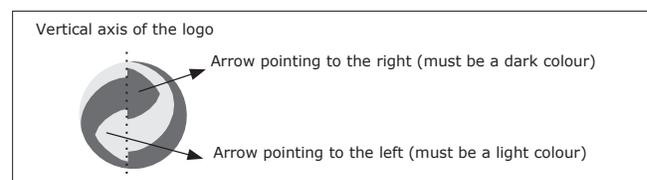
Article 5 Meaning and use of the Green Dot Logo

- 5.1 The Green Dot Logo affixed to Packaging has only a limited meaning; it does not contain any sorting reference and is only an indication of the fact that the Contracting Partner that has placed the Packaging on the market is a member of Fost Plus and has paid a contribution to Fost Plus for the Packaging in question.
- 5.2 Fost Plus grants, pursuant to this Contract, a non-exclusive right of use governed by the terms and conditions of the Contract (hereinafter the "Right of Use") to the Contracting Partner, who accepts it. This Right of Use allows the Contracting Partner, without any obligation, to affix the Green Dot Logo solely on the Packaging covered by this Contract, in exchange for the payment to Fost Plus of the contribution referred to in article 3.2 of these General Terms and Conditions. The non-utilisation of the Green Dot Logo by the Contracting Partner shall have no effect as regards the existence and enforceability of its obligation to pay to Fost Plus the contribution referred to in article 3.2 of the Contract.
- 5.3 The Right of Use of the Green Dot Logo is granted to the Contracting Partner for the Territory.
- 5.4 The Contracting Partner undertakes to use the Green Dot Logo in accordance with its meaning, as defined

- in article 5.1 of the General Terms and Conditions, in such a way as to exclude any risk of confusion.
- 5.5 If Fost Plus or its Representative note a violation of articles 5.1, 5.2, 5.3 or 5.4 of the General Terms and Conditions, they shall inform the Contracting Partner immediately in writing. The Contracting Partner shall take all necessary measures, within eight (8) weeks after receipt of this notice, to rectify the violation noted.
- 5.6 At Fost Plus' written request, the Contracting Partner shall provide Fost Plus, within six (6) weeks after any such written request, with samples of the Packaging bearing the Green Dot Logo and/or intended to bear it.
- 5.7 The Contracting Partner shall not have any other rights in respect of the Green Dot Logo other than those expressly granted to it pursuant to the Contract. The Contracting Partner acknowledges that it has no ownership rights over the Right of Use and that it acquires no other rights in respect of the logo.
- 5.8 The Contracting Partner shall in no event be authorised to grant any sub-licence whatsoever for the use of the Green Dot Logo. Furthermore, the Contracting Partner may not assign the Right of Use of the logo in any way whatsoever, even to third parties belonging to the same group.
- 5.9 The restrictions specified in article 5.8 of these General Terms and Conditions shall not apply to the Representatives referred to in article 4.1, with regard to the Packaging covered by its Mandate. In this case, the Representative undertakes to require, by way of a prior written contract, the company from which it receives a Mandate, to comply with all the obligations and restrictions laid down in this Contract relating to the Right of Use of the Green Dot Logo and its meaning.

Article 6 Graphic charter of the Green Dot Logo

- 6.1 The Green Dot Logo is available on the Website.
- 6.2 If the Green Dot Logo is placed on Packaging, it must be possible for users to identify it immediately. It may not be changed and must be used as a whole, both as regards its dimensions and its colours. It may not be accompanied by any text or any graphic element without the prior, written express consent of Fost Plus. This rule shall also apply to additions and changes.
- 6.3 The Green Dot Logo consists of a circle containing two interlinked arrows at a vertical angle. The vertical axis must be vertical to the printed text on the Packaging.



- 6.4 The official colours used for the logos are the following: a white background; Pantone 367 for the light green arrow pointing to the left and Pantone 363 for the dark green arrow pointing to the right. The equivalent of this for the CMYK colour model is: Pantone 367 Pantone 363
- | | |
|-------------|--------------|
| Cyan: 30% | Cyan: 76% |
| Magenta: 0% | Magenta: 0% |
| Yellow: 60% | Yellow: 100% |
| Black: 0% | Black: 23% |

- 6.5 The Green Dot Logo can be printed in one colour on a white background, on a coloured background or in reserve, in one colour.



Coloured background
Arrow pointing to the left in green Pantone 367
Arrow pointing to the right in green Pantone 363



In solid colour with the arrow pointing to the left in the same colour as the solid colour and the arrow pointing to the right in a different colour



In solid colour with the arrow pointing to the right in the same colour as the solid colour and the arrow pointing to the left in reserve in white



1 colour on white background and the arrow pointing to the left in reserve in white

- 6.6 To ensure optimal visibility of the Green Dot Logo, a minimum diameter of 10 mm is desirable. In any event, the Green Dot Logo may never have a diameter of less than 6 mm.

Article 7 Fost Plus' obligations

- 7.1 Fost Plus undertakes to meet the obligations imposed, under the Cooperation Agreement, upon an accredited body in order to obtain and retain the necessary Accreditation and to comply with the obligations that will be imposed on it by the public authorities when granting the said Accreditation.
- 7.2 Fost Plus undertakes to draw up a list of all the persons and entities that have signed a Contract with Fost Plus and to make this list available to all Contracting Partners of Fost Plus. Fost Plus is authorised to use all or part of this list for its own publications and/or communications. Each Contracting Partner may, at any time, ask Fost Plus to confirm whether or not a third party is a member.
- 7.3 Fost Plus undertakes to inform the Contracting Partner of the Green Dot rates as they are calculated annually.
- 7.4 Fost Plus undertakes to treat as confidential all financial and commercial information that it obtains from the Contracting Partner or of which it might become aware in the framework of the performance of the Contract. This confidentiality obligation shall not prevent Fost Plus from fulfilling its duty of communication to the public authorities and any other party with special authority pursuant to legal or regulatory provisions.
- 7.5 Fost Plus may use trademarks, logos and other identifying elements of the Contracting Partners, in particular for information purposes, only if such use is authorised in writing by the Contracting Partner concerned; the relevant authorisation shall specify the terms and conditions governing the use of the said identifying elements.
- 7.6 Fost Plus shall make its annual accounts, as approved by its general meeting, available to its Contracting Partners.
- 7.7 Failure by Fost Plus to comply with the obligations set out in this article may be sanctioned as provided for in article 8.3 below.

Article 8 Termination of the Contract – Compensation

8.1 Cancellation

The Contract can be terminated at any time, but effective only on 31 December of each year, by either of the Parties, provided at least three (3) months' notice is sent to the other Party by registered letter with acknowledgement of receipt.

8.2 Resolutive conditions

The Contract is automatically cancelled if:

- a) the renewal of the Fost Plus' Accreditation is definitively refused or the Accreditation granted by the competent authorities has been definitively withdrawn;
- b) Fost Plus is dissolved or its activities are ordered to cease;
- c) the Contracting Partner is in bankruptcy proceedings, judicial reorganization or liquidation proceedings. To ensure all its commitments are met, whether contractual or extra-contractual, in respect of Fost Plus, the Contracting Partner grants a pledge for all its present and future debt-claims in respect of third parties on whatever grounds, including but not limited to trade receivables, remuneration for work and services and claims under contractual and extra-contractual liability.

In cases (a) and (b), the Parties undertake to consult about the use of the financing contributions paid by the Contracting Partner within the meaning of Article 3.2 and 3.3 of these General Terms and Conditions and to seek an alternative solution that, without prejudice to the Parties' respective legal obligations, enables the Contracting Partner to meet its obligations pursuant to the Cooperation Agreement.

8.3 Breach by the Contracting Partner

The Contracting Partner may, provided that it informs Fost Plus by registered letter with acknowledgement of receipt, terminate the Contract with immediate effect without compensation and without legal proceedings, if Fost Plus has failed to take the necessary action within thirty (30) days after receipt of written notice addressed by the Contracting Partner to Fost Plus requiring it to rectify any default in the performance of one of its obligations under this Contract.

8.4 Breach by Fost Plus

Fost Plus may, provided that it informs the Contracting Partner accordingly by registered letter with acknowledgement of receipt, terminate the Contract without letter of a formal notice, without compensation, without legal proceedings and with immediate effect:

- a) in the event of non-payment by the Contracting Partner of all amounts owing stated in articles 3.2 and 3.3 of these General Terms and Conditions, thirty (30) days after a final notice by registered letter (without acknowledgement of receipt) was sent and the Contracting Partner had not made payment in full;
- b) if the Contracting Partner has still not submitted its annual declaration to Fost Plus within six (6) months after the deadlines referred to in article 3.1.1 of the General Terms and Conditions;
- c) if, in the event of a serious error by the Contracting Partner in the performance of its obligations pursuant to the Contract, the Contracting Partner fails to rectify the situation within thirty (30) days after a letter of formal notice has been sent to it by Fost Plus. A serious error shall be understood to refer to any error committed by the Contracting Partner which significantly affects the correct performance by Fost Plus of its own legal or contractual obligations. If the Contracting Partner disputes, within the aforementioned period of thirty (30) days, the serious nature of the error on the basis of which Fost Plus intends to cancel the Contract, the Contracting Partner may request Fost Plus to invite the permanent secretariat of the Interregional Packaging Commission to act as mediator. If no such written notice of dispute containing the aforementioned

request is received, the Contract shall be cancelled;
 d) in the event of a second false declaration prepared by the Contracting Partner, as referred to in article 3.4.5 of the General Terms and Conditions.

85 Suspension by Fost Plus

Fost Plus may suspend the fulfilment of its obligations if it appears, after the Contract has been concluded, that the Contracting Partner will fail to perform a substantial portion of its obligations as a result of: serious shortcomings of its ability to perform that portion of its obligations, or of its creditworthiness; or its behaviour in the preparation for performing the obligations incumbent upon it pursuant to the Contract or in the performance of those obligations. If Fost Plus suspends performance, it must immediately inform the Contracting Partner of the said suspension and resume performance if the Contracting Partner gives Fost Plus sufficient assurance of its performance of its obligations.

Article 9 Consequences of the termination of the Contract

- 91 Where a notice period applies, the Parties shall be required to perform all their contractual obligations under this Contract during the said notice period. In particular, the Contracting Partner shall be required, after the end of the notice period, to submit a declaration for the period up to the end of the notice period, to pay the contributions resulting from the said declaration and also to allow an audit to be carried out in respect of the period up to the end of the notice period.
- 92 Where one Party terminates the Contract, for any reason whatsoever, the said Party shall not be required to pay the other Party any compensation, compensation in lieu of notice or any other amounts provided for in law or by any other means, except for the amounts due pursuant to the provisions of this Contract. This article is without prejudice to the provision whereby any Fost Plus invoice which is overdue at the time the Contract is terminated shall remain due in full to Fost Plus, it being understood that the part of an advance invoice that relates to the period which follows the termination must be considered as a lump-sum compensation, without prejudice to the provisions of article 9.5.
- 93 With effect from the date of termination of the Contract, the Contracting Partner may no longer affix the Green Dot Logo to their Packaging. As regards Packaging marked with the Green Dot Logo and not yet placed on the market on the date of the termination of the Contract, the Contracting Partner shall be entitled to continue to market the said Packaging for a period not exceeding six (6) months provided that it pays the necessary contribution, unless a special authorisation is granted to it by Fost Plus for a longer period. This rule shall also apply to labels and other elements marked with the Green Dot Logo.
- 94 The Contracting Partner shall hold Fost Plus harmless against any loss of any kind whatsoever that Fost Plus may suffer and which is, in full or part, directly or indirectly, the fault of the Contracting Partner, in particular, but not exclusively, as a result of the non-performance or incorrect performance by the Contracting Partner of this Contract.
- 95 In the event that Fost Plus ceases its activities, the Contracting Partner undertakes to pay every month, for a period of four (4) months with effect from the date on which Fost Plus announces the cessation of its activities, one-twelfth of the last annual

contribution paid to Fost Plus to an account pledged in favour of the Interregional Packaging Commission. Fost Plus shall transmit the necessary announcement to the Contracting Partner at the latest when it announces the cessation of its activities.

- 96 If the Contracting Partner has already paid contributions via one or more intermediary invoices for a period which relate(s) to the period elapsed after the announcement by Fost Plus of the cessation of its activities, said payments shall be applied on a pro rata basis to meet the Contracting Partner's obligations under article 9.5.

Article 10 Rejoining

- 10.1 The Contracting Partner may, after the Contract has been terminated in accordance with article 8 of the General Terms and Conditions, rejoin Fost Plus. Such rejoining may occur only if all the following conditions are met:
- any outstanding Fost Plus invoices are duly paid,
 - any missing declarations are transmitted to Fost Plus in accordance with the standard declaration and the criteria published on the Website;
 - the applicable Contract and the General Terms and Conditions are accepted unreservedly.
- 10.2 If a Contracting Partner rejoins Fost Plus, its membership shall enter into force on the date specified in article 3 of the Contract.

Article 11 Privacy

- 11.1 Fost Plus collects and processes various categories of personal data about the Contracting Partner and/or Representative (or the relevant person). This may take place by, among other means, filling in the Declaration, completing various online forms (e.g. the online declaration or membership module for members), by answering requests for offers, surfing or registering on the website of Fost Plus ('the Sites') (including www.fostplus.be, The sort store, etc.), via the online applications ('the Applications'), by contacting Fost Plus via email or the Helpdesk or in the context of an educational event. Fost Plus thus collects both personal data via the Sites or the Applications, such as via digital or paper (registration) forms, via e-mail, fax, phone, SMS, social media, members, partners and third parties (including public sources). The personal data requested and collected may include the following data, amongst others: your name, home address/work address, e-mail address, phone or mobile phone number, language, gender, account number, occupation, information about your client history/membership, financial characteristics (bank account, etc.). These personal data may be used:
- to be able to confirm the application of the Contracting Partner to join Fost Plus, to prepare, accept and follow up on the membership file (including declarations), in order to provide and follow up on the services requested, for general membership and partner management, and for collections;
 - to prepare and manage the profile of, for example, The sort store, in order to provide the products requested, for general client management, and for collections;
 - to maintain the accounts, fight fraud, violations and infringements and to manage disputes and any legal proceedings;
 - to be able to handle the questions, announcements or requests by the Contracting Partner and/or Representative and provide responses thereto

where necessary (e.g. to provide the information requested about Fost Plus' products or services);
 (v) to enable the Contracting Partner to take part in a competition/event (e.g. an education event) and to inform them about the procedures and results thereof;
 (vi) to provide the Contracting Partner and/or the Representative with newsletters, personalised marketing or information via e-mail or via other channels.

The processing of data for the purposes set out in points (i), (ii), (iii) or (v) above is necessary in order to draw up or perform the Contract with the Contracting Partner. Without the personal data, the Contract cannot therefore be performed. Certain types of processing under (iii) may also be necessary to meet a legal obligation imposed on Fost Plus. Certain types of processing for the purposes stated in (i) and processing for the purposes stated under point (v) are necessary for the legitimate interests of Fost Plus in maintaining good relations with its partners and members and to improve and promote the products and services.

Where legally required, certain types of processing for the purposes stated under point (vi) are based on the consent of the Contracting Partner and/or Representative.

- 11.2 Fost Plus has taken security measures that are technically and organisationally appropriate to prevent the destruction, loss, falsification, alteration, unauthorised access or accidental disclosure to third parties of the personal data collected as well as any other unauthorised processing of said data.
- 11.3 The Contracting Partner and/or Representative has the right at any time to make a request to the office to consult, rectify, delete or transfer his or her personal data or to request the withdrawal of his/her consent or to object to the processing of his/her personal data. The privacy policy of Fost Plus is available on www.fostplus.be. These rights may be exercised by contacting Fost Plus by e-mail at the address privacy@fostplus.be. Such an e-mail must be accompanied by the full contact information and a means of verifying identity (e.g. a copy of the front of the identity card or driving licence). In you should have any questions or complaints, you can also contact the Belgian Data Protection Authority (www.dataprotectionauthority.be).

Article 12 Address for service of notices

- 12.1 All notices in the framework of the Contract shall be

deemed to have been validly served if they are sent by regular post, fax or e-mail to the other Party or via the online members' platform, except for notices for which this Contract requires a specific means of communication to be used.

- 12.2 The Contracting Partner's address for service of notices shall be deemed to be the address indicated on the first page of the Contract; this address shall be deemed to be valid throughout the duration of the Contract, unless the Contracting Partner informs Fost Plus in writing of his/her/its new addresses. The Contracting Partner undertakes to inform Fost Plus of any change regarding its name and address, enterprise number or VAT registration number.

Article 13 Jurisdiction

- 13.1 Belgian law applies to all contracts with Fost Plus.
- 13.2 This Contract (including the General Terms and Conditions) in all its modalities is necessary to protect the legal interests of both Parties. Any provision of this Contract that may be found to be invalid, null or unenforceable because it infringes any binding provision of the law or public order shall nevertheless have its maximum permitted effects.

The nullity, invalidity or unenforceability of a specific provision of this Contract does not entail the nullity or unenforceability of the other provisions of the Contract. The null or unenforceable provision shall, by mutual discussion of the Parties acting to the best of their ability and in good faith, be replaced by a legally valid provision with the same or similar economic scope.

- 13.3 This Contract (along with the documents to which it refers and that are a part of it) sets down in full and exclusively the agreement between Parties as regards the subject of the Contract and abrogates all previous verbal and/or written agreements, communications, offers, proposals or correspondence between Parties with regard to the same subject. The Contract may only be amended in writing by mutual consent. If Fost Plus has not been able to exercise or exert one of the rights arising from the Contract or to do so in a timely manner, this does not mean that it renounces said right.
- 13.4 Any disputes between the Parties regarding the conclusion, validity, interpretation, proof or performance of these General Terms and Conditions and/or of the Contract – with no exceptions – shall be subject to the exclusive jurisdiction of the courts with competence for the place where the registered office of Fost Plus is established.