

Article 1 - Object of the Contract

- 1.1** The object of this Contract is the Contracting Partner’s membership of Fost Plus, with a view to satisfying the legal Take-back and Information Obligation regarding household Packaging Waste.
- 1.2** The arrangements for satisfying this legal Take-back and Information Obligation are specified more precisely in the General terms and Conditions of this Contract.

Article 2 - The Contracting Partner’s Obligations

- 2.1** The Contracting Partner undertakes to transmit a declaration of household Packaging Waste it has placed on the market every year to Fost Plus, in accordance with the provisions of the General Terms and Conditions of this Contract.
- 2.2** The Contracting Partner undertakes to pay a contribution towards the financing of Fost Plus every year. This financial contribution is based on the declaration as described in article 2.1 of this Contract and on the Green Dot Rates, and shall be determined in accordance with the provisions of the General Terms and Conditions of this Contract.

Article 3 - Duration of the Contract

- 3.1** The Contract shall enter into force on 1st January of the calendar year during which the Contract is signed by the Parties, unless the Contracting Partner has joined Fost Plus with retroactive effect.
- 3.2** Where the Contracting Partner’s membership of Fost Plus is retroactive, the Contract shall enter into force on 1st January of the first calendar year for which the Contracting Partner cannot prove that it was not subject to the Take-back Obligation or that it satisfied its Take-back Obligation either by the performance in full of its obligation or by the payment of the fines imposed on it by the public authorities for non-compliance with the aforementioned obligation. Any such retroactive membership of the Contracting Partner shall be limited to a period of five (5) calendar years.
- 3.3** The Contract is concluded for an indeterminate duration.
- 3.4** The Contract may be cancelled in accordance with the provisions of the General Terms and Conditions of this Contract.
- 3.5** This Contract shall only be performed with validity on the day when the declaration referred to in article 2.1, has been received by Fost Plus. Until this condition has been satisfied, the Contracting Partner may not invoke the existence of this Contract with regard to third Parties and the public authorities.

Please initial

Article 4 - General Terms and Conditions

- 4.1** The General terms and Conditions of membership, as published on the internet site of Fost Plus and annexed to this Contract, are to be considered as an integral part of this Contract. The Contracting Partners acknowledges that it received a complete copy of the General Terms and Conditions prior to the conclusion of this Contract.
- 4.2** In signing this Contract, the Contracting Partner declares that it is fully aware of the General Terms and Conditions and declares that it accepts the said General Terms and Conditions.
- 4.3** The General Terms and Conditions of Fost Plus shall always take precedence over the general or special terms and conditions of the Contracting Partner.
- 4.4** Fost Plus reserves the right to amend the General Terms and Conditions of this Contract, subject to the prior approval of any such amendments by the Interregional Packaging Commission. Any amendments to the said General Terms and Conditions shall form an integral part of this Contract, without prejudice to the application of article 4.5 of this Contract.
- 4.5** If the General Terms and Conditions are amended, Fost Plus undertakes to send a copy of the amended General Terms and Conditions to the Contracting Partner by post at least three (3) months and three (3) days before the amended General Terms and Conditions enter into force. If the Contracting Partner does not accept the amended General Terms and Conditions, it may cancel this Contract within three (3) months after the date on which the amended General Terms and Conditions were sent to it, by giving notice of cancellation by recorded delivery letter to Fost Plus.
- 4.6** If this Contract is cancelled by the Contracting Partner as a result of the General Terms and Conditions being amended, it shall expire one day before the entry into force of the amended General Terms and Conditions.
- 4.7** If the Contracting Partner does not cancel the Contract in these circumstances it shall be deemed to have given its tacit approval to the amended General Terms and Conditions and the Contract shall remain in force.

Article 5 - The Green Dot Logo

Fost Plus hereby grants to the Contracting Partner, in accordance with the provisions of the General Terms and Conditions, a non-exclusive right of use which allows the Contracting Partner, without implying any obligation to do so, to affix the Green Dot Logo, as defined in the General Terms and Conditions, on Packaging placed on the market by the Contracting Partner. This Green Dot Logo may be affixed solely on Packaging covered by this Contract in exchange for the payment of the financial contribution referred to in article 2.2 of this Contract.

Please initial

Article 6 - Final Provisions

- 6.1** The Contract shall be governed by Belgian law.
- 6.2** The Contract is concluded on and for the Territory of Belgium.
- 6.3** The Contracting Partner may under no circumstances transfer the Contract to a third Party without the prior written consent of Fost Plus.
- 6.4** This Contract shall cancel and replace, with effect from the date on which it enters into force, all written and verbal contracts having the same object as previously concluded between the Parties.
- 6.5** If one of the provisions or part of a provision of this Contract or the General Terms and Conditions should prove invalid, non-binding or unenforceable or may not be invoked for any other reason, the other provisions of the Contract shall remain in force without any change. If applicable, the Parties shall agree in good faith on a provision which corresponds as closely as possible to the intended legal consequences of the provision or part of a provision, declared invalid, non-binding or unenforceable, or which may not be invoked for any reason whatsoever.
- 6.6** In the event of any contradiction between the foregoing conditions of the Contract and the General Terms and Conditions, the foregoing provisions of the Contract shall prevail over those of the General Terms and Conditions.

For the Contracting Partner

For Fost Plus

Signature

Signature

Name

Mik Van Gaever

Position

COO

Completed in

Completed in BRUSSELS

On

On

In two originals, with each Party hereby acknowledging receipt of its original.

Annex: General Terms and Conditions

Please initial