

July 2024



# MEMBERSHIP CONTRACT TOYS SECTOR

SPECIMEN

**Ecomaison**

50 avenue Daumesnil, 75012 Paris, FRANCE

Simplified joint stock company with variable capital, with a share capital of €291,000 – Paris Trade

Register no. 538 495 870 – VAT no. FR 55538495870 – APE Code 7490 B

**ecomaison.com**

July 2024



**REGISTERED WITH THE COMPANY:**

**UNDER NUMBER:**

**BETWEEN THE UNDERSIGNED:**

The **company**,

Legal form of the company:

Share capital:

Head office (city):

Address 1:

Address 2:

Postcode:

Company registration number/SIRET:

Represented by:

Duly mandated to represent the company in the capacity of:

Acting in its own name, and in the name and on behalf of the companies it controls within the meaning of Articles L. 233-1 et seq. of the French Commercial Code,

Hereinafter referred to as the "**Contracting Party**", on the one hand,

And

**Ecomaison**,

Legal form of the company:	Simplified joint stock company
Share capital:	Variable share capital of €291,000
Head office (city):	Paris
Address:	50 avenue Daumesnil
Postcode:	75012
French company registration number (SIRET):	538 495 870 00031
Represented by:	Dominique Mignon

Duly mandated to represent the company in the capacity of President,

Hereinafter referred to as "**Ecomaison**", on the other hand.

The Contracting Party and Ecomaison are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

July 2024



Signed in Paris,

Date:

In two copies

**For the Contracting Party**

Signature:

**For Ecomaison**

Dominique Mignon

President

Signature:

SPECIMEN

**Ecomaison**

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Register no. 538 495 870 – VAT no. FR 55538495870 – APE Code 7490 B

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## GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

### Ecomaison,

Simplified joint stock company with variable capital, with a share capital of €291,000

Head office: 50 avenue Daumesnil, 75012 Paris, FRANCE

French company registration number (SIRET): 538 495 870 00031

Represented by: Dominique Mignon, duly mandated to represent the company in the capacity of President

### GLOSSARY

Where the following terms are used with a capital letter, in the singular or plural, they are to be understood as follows:

**ADEME:** Agence De l'Environnement et de la Maîtrise de l'Énergie – the French Environment and Energy Management Agency.

**Member:** A Contracting Party operating as a Marketer, Marketplace Contractor, or Representative, and having signed the Contract with Ecomaison.

**Accreditation:** French State accreditation in the form of a decree signed by the Public Authorities, issued to Ecomaison and enabling it to provide all Members with services covering their legal obligations to manage items marketed on the French market.

**Audit:** Inspections to ensure the accuracy of declarations made by the Member and/or in connection with application of the Pricing Scale.

**Pricing Scale:** A scale drawn up by Ecomaison that determines the Eco-fees and includes the Eco-modulations, sent to the Stakeholders' Committee and the Public Authorities for approval and made available to the Member.

**Geographical Scope of Application:** The geographical scope of Accreditation, which is also the geographical scope of the Contract, namely France, including mainland France and all overseas territories where national regulations apply, in compliance with the obligations set out in the Technical Specifications for Accreditation.

**General Terms and Conditions of Membership:** All the general rules applicable to the membership Services implemented by Ecomaison and common to all of the channels for which Ecomaison holds an Accreditation.

**Channel-Specific Special Terms and Conditions:** All the rules specific and applicable to the membership Services dedicated to one of the channels for which Ecomaison holds an Accreditation.

**Contracting Party:** The Member or the Marketplace Contractor.

**Marketplace Contractor:** An electronic interface such as a marketplace, platform, portal, or similar setup.

**Contract:** The document governing the relationship between the Contracting Party and Ecomaison, including, in descending order of priority: These General Terms and Conditions of Membership, the

Channel-Specific Special Terms and Conditions, declaration and payment procedures, and declarations to the Register for Members, as well as information regarding the Contracting Parties, online declarations and technical specifications relating to the Services and associated subscription procedures, along with all subsequent documents replacing those mentioned above.

**Eco-design:** Actions aimed at supporting and promoting the prevention of waste production from the design stage (upstream) through to the management of their end-of-life (downstream) for Members and users of such Products.

**Eco-modulation:** The modulation of Eco-fees based on Eco-design criteria for Products, included in the Pricing Scale, which, in accordance with Article L. 541-10-3 of the French Environmental Code may take the form of a premium when the product meets the performance criteria set out, or a penalty in addition to or as a deduction from the Eco-fee, when the product strays from them.

**Eco-fee:** A financial contribution payable by Members under the French Environmental Code towards the funding of all operations involving Product management.

**Financial Equilibrium:** A mechanism put in place, in accordance with the Technical Specifications for Accreditation as defined by the Public Authorities, between different Accredited Organisations, for the purpose of ensuring fair distribution of revenue and expenditure among the various Accredited Organisations, in light of their obligations as defined in the Technical Specifications for Accreditation.

**Unique ID:** A number assigned to the Member by ADEME, which appears in the Register. Marketers are legally required to obtain this number in order to market Products within the Geographical Scope of Application.

**Representative:** Any representative within the meaning of Article R. 541-174 of the French Environmental Code, with a permanent establishment in France, responsible for ensuring the Marketer's compliance with its obligations and which in this respect subrogates the Marketer in all the obligations of extended producer responsibility (EPR). This Representative may be the Marketplace Contractor, if it has a permanent establishment in France.

**Marketer:** Manufacturers, retailers, and distributors of Products subject to the provisions of Articles L. 541-10 and L. 541-10-1 | 10° of the French Environmental Code. The Marketer indicates the producer in the regulatory sense.

**Notification:** Information sent by Ecomaison to the Contracting Party, by any means.

**Accredited Organisation:** Any organisation accredited by the Public Authorities in accordance with Articles L. 541-10 and L. 541-10-6 of the French Environmental Code for the collection, removal, and processing of Products.

**Parties:** The persons bound by the Contract, namely the Contracting Party and Ecomaison.

**Public Authorities:** All State departments that are signatories to the Accreditation.

**Products:** Products for which Ecomaison manages the collection and recycling.

**Rebates:** Rebates corresponds to the quantities of waste and/or reused Products for which the Marketer manage, and which may have an impact on the Eco-fee paid by the Marketer.

**Dispensation Scheme:** A scheme intended for Marketers who have adhered to Ecomaison, whose number of Products is below the number determined by the Sectoral Committee for the Ecomaison Products channel.

**Register:** The National Register of Manufacturers held by ADEME.

**EPR:** Extended Producer Responsibility.

**Services:** The services provided by Ecomaison as described in Article 5 of these General Terms and Conditions of Membership, with regard to the Membership Contract, and Article 6, for additional Services.

**Financial Support:** The Eco-fee credits or premiums paid by Ecomaison in connection with one of the Services.

**Information System:** The electronic Information System (IS) implemented by Ecomaison.

## PREAMBLE:

The Contract is offered to all industrial, craft, or distribution companies – physical and online – that produce Products, for which Ecomaison holds an Accreditation, to help reduce their environmental impact.

It enables the Contracting Party to comply with regulatory requirements regarding the end-of-life handling of Products, and also to access a range of support Services designed to help the Contracting Party fulfil its environmental commitments.

By signing this Contract with Ecomaison, the Member shall obtain a Unique ID in the Register, enabling it to prove its compliance with regulations on the marketing of Products within the Geographical Scope of Application.

By declaring the Products marketed, in accordance with the Geographical Scope of Application and the Pricing Scale, and by paying the Eco-fee, the Member contributes financially to the collection of Products scrapped each year with a view to their repurposing, recycling, and energy recovery.

The Contracting Party may also access technical and operational support for its environmental commitments, and in some cases it may be eligible for Financial Support, for example in the form of premiums. The Services offered include:

- The incorporation of repurposed Products and recycled materials
- Owner information and waste minimisation efforts
- Support for Eco-design,
- Connections with partners associations for repurposing and preparation for reuse

Within this framework, the Contracting Party accepts and concludes the Contract in order to determine the terms and conditions binding both Parties. The Contracting Party explicitly accepts all procedures, including standard procedures regarding the issuing and content of electronic invoices, implemented by Ecomaison by electronically signing the Contract, and confirms full awareness of these procedures and their binding nature.

These conditions having been established, it has been agreed as follows:

## ARTICLE 1: PURPOSE

**1.1:** The purpose of these General Terms and Conditions of Membership, which form an integral part of the Contract and must be expressly accepted by the Contracting Party before becoming a Member, is to define the relationship between Ecomaison and the Contracting Party, be they a Member or a Marketplace Contractor, so that the Contracting Party may:

- Sign up to the collective system set up by Ecomaison and thus meet its obligations under the French Environmental Code, by means of a Membership Contract;
- Access additional Services for help and support with its environmental obligations.

**1.2:** These General Terms and Conditions of Membership prevail over any separate and/or conflicting conditions enforced by the Contracting Party with regard to Ecomaison.

**1.3:** The rules contained in these General Terms and Conditions of Membership are common to all the Product channels for which Ecomaison holds an Accreditation.

These General Terms and Conditions of Membership are supplemented by the Channel-Specific Special Terms and Conditions, which contain the specific rules applicable to the relevant channels.

In the event of any discrepancy or contradiction between these General Terms and Conditions of Membership and the Channel-Specific Special Terms and Conditions, the Channel-Specific Special Terms and Conditions shall prevail over the General Terms and Conditions of Membership.

**1.4:** Each of the Channel-Specific Special Terms and Conditions is independent of the others.

When a Marketer is concerned by several EPR channels for which Ecomaison is accredited, it is subject to as many Channel-Specific Special Terms and Conditions as there are Products concerned, as

well as an independent Contract for each of these channels.

A Contracting Party who ceases to be a Marketer or whose Contract is terminated, for any reason whatsoever, for one of the EPR channels for which Ecomaison holds an Accreditation, but which remains a Marketer for other EPR channels for which Ecomaison holds an Accreditation, may continue to benefit from the Services defined in these General Terms and Conditions of Membership and in the relevant Channel-Specific Special Terms and Conditions.

**1.5:** The Contracting Party may arrange with Ecomaison, at any time during the period of the Contract and subject to eligibility conditions, one or more of the Services described in Articles 5 and 6 of the General Terms and Conditions of Membership.

It may also benefit from collection Services and, where applicable, must sign the General Terms and Conditions of Collection and the relevant Special Terms and Conditions of Collection.

Membership and collection Services are independent of one another. Termination of collection Services does not entail termination of membership Services.

## ARTICLE 2: COMMITMENTS OF THE PARTIES

In accordance with the terms of its Accreditation, and within its defined Geographical Scope of Application, Ecomaison manages a collective system in compliance with the French Environmental Code.

### 2.1: Ecomaison's commitments

Ecomaison undertakes to add the Member to the National Register of Marketers, and to provide ADEME with all the information required to complete the applicable legal and regulatory formalities.

Ecomaison undertakes to provide the Member with:

- A Unique ID, ensuring that the latter is in compliance with regulatory information obligations and legally entitled to market Products within the Geographical Scope of Application;

- An annual Certificate of Compliance, featuring the Unique ID.

More generally, and as per the terms of its Accreditation, Ecomaison shall undertake to:

- Conduct, commission, fund, or contribute to, on behalf of Members, the collection, removal, repurposing, and processing of used Products or waste resulting therefrom, within the Geographical Scope of Application;
- Comply with all current and future laws and regulations applicable to Accredited Organisations;
- Set up Eco-design initiatives and propose Services to Contracting Parties;
- Transfer to the Contracting Party the share of its contributions that has not been used in the event of a change of producer responsibility organisation, in

accordance with the provisions of Articles L. 541-10 III and R. 541-119 of the French Environmental Code;

- Make available to the Member, under the conditions defined in Article L. 541-10 III of the French Environmental Code, analytical accounting for the different categories of Products and waste resulting therefrom;

- Make available to the Member, in accordance with Article R. 541-12-18 of the French Environmental Code, the information referred to in the second paragraph of Article L. 541-9-3 of the same code, which specifies the procedures for sorting or contributing waste from the Products;

- In accordance with the provisions of Article R. 541-124 of the French Environmental Code, Ecomaison undertakes to ensure that the amount guaranteed by the financial mechanism mentioned in Article L. 541-10-7 of the same code is sent to another approved producer responsibility organisation designated under the following conditions:

1o Cessation of activity subject to accreditation, regardless of the cause, including in the event of suspension or withdrawal of the Accreditation;

2o Non-renewal of the Accreditation on its expiry date, when the producers responsible for its governance do not set up a new eco-organisation or do not join another accredited eco-organisation on that expiry date.

### 2.2: The Contracting Party's commitments

Under these General Terms and Conditions of Membership, the Contracting Party shall undertake to:

- Provide, where appropriate, any proof confirming that the Contracting Party has met its EPR obligations for the Products it markets prior to signing the Contract;

- Update its data in accordance with Article 3.3 below and communicate to Ecomaison all information required by the Register, and all regulatory obligations associated with sectoral surveillance, where applicable;

- Where applicable, declare the Products and pay the Eco-fee referred to in Article 5;

- Where applicable, establish and maintain a coding system for its Products using the classification system provided by Ecomaison;

- Where applicable, when the Contracting Party exports a Member's Products, send Ecomaison data relating to the share of said Member's Products exported;

- Where applicable, the Representative shall provide, at the time of signing and during the Contract, the mandate contracts concluded with its principals, as well as their legal information;

- Comply with documentary and on-site inspections of the data declared, allowing Ecomaison to conduct the inspections which it is obliged to perform in the context of its Accreditation;
- Inform its group, network, and/or parent company, and/or subsidiaries or affiliates of the obligations stemming from the Contract, so that they in turn may meet their legal obligations as Marketers, or make use of the other Services;

For Marketplace Contractors, record in a register the supporting documents of third-party sellers who have a Unique ID, and make them available to Ecomaison in the event of an Audit.

**2.3:** The specific commitments of both Parties are detailed in Articles 5 and 6 of these General Terms and Conditions of Membership.

### **ARTICLE 3: SCOPE OF APPLICATION – INFORMATION PROVIDED TO ECOMAISON**

#### **3.1: Geographical Scope of Application**

The Contract is concluded and agreed by the Parties for the Geographical Scope of Application.

#### **3.2: Contractual scope and terms**

**3.2.1** – The obligations contained in the Contract and all its components, as defined in the Glossary above, apply to the Contracting Party.

The sign-up, declaration, and declaration tracking procedures described in Article 5, as well as subscriptions to the Services described in Article 6, along with all related procedures, are to be conducted via the Information System. All information declared by the Contracting Party via the Information System, along with all appendices and procedures implemented via the same means, also form an integral part of the Contract and are explicitly accepted by the Contracting Party, which confirms full awareness thereof.

As such, both Parties agree that the information contained in the Contract and the information declared by the Contracting Party via the Information System are fully binding.

#### **3.2.2 – Conclusion of the Contract / paperless communication**

**3.2.2.1** - Each Contracting Party enters into and expressly accepts the provisions contained in the Contract and all its components, as defined in the Glossary above, available online via the Information System.

The Contract is concluded in accordance with the provisions of Articles 1125 et seq. of the French Civil Code.

The details of the online sign-up procedure and the paperless system implemented by Ecomaison in relation to the Contract are defined in Appendix 1.

Information provided by the Contracting Party via the Information System will be considered binding by both Parties, and will be applicable to third parties.

The Contracting Party explicitly agrees to sign the Contract and all its components electronically, and not in any other format.

**3.2.2.2** - On a strictly exceptional basis, should the Contracting Party submit a special request to Ecomaison explaining the existence of constraints affecting its capacity to use this computerised system, a paper version of the contractual conclusion procedure may be implemented if explicitly accepted by Ecomaison.

#### **3.3: Obligation to provide information**

**3.3.1** – The Contracting Party must make all changes directly via the Information System, within one (1) month of any significant change to its business and/or legal information (change of head office, representative, company form, merger, acquisition, etc.) or of any changes to the contact details provided on the Information System.

Should any changes arise which affect the Contracting Party's fiscal situation and the payment of Eco-fees, the Contracting Party shall undertake to provide Ecomaison with all necessary supporting documentation regarding these new fiscal circumstances before the next declaration.

**3.3.2** – Any Contracting Party operating franchise networks must, upon request by Ecomaison, provide a full list of all franchise holders and their procurement methods (centralised purchasing and/or pooled purchase centres or any other system) in order to allow Ecomaison to fulfil its responsibilities in relation to these companies and determine whether or not they qualify as Marketers.

**3.3.3** – Any Contracting Party operating or belonging to a distribution network not based on the franchise model must provide a full list of all members of the network and their procurement methods (centralised purchasing and/or pooled purchase centres or any other system) in order to allow Ecomaison to fulfil its responsibilities in relation to these companies and determine whether or not they qualify as Marketers.

**3.3.4** – Any Contracting Party operating as a member of a franchise network or distribution network must inform Ecomaison of the identity of the franchise or network owner and their procurement methods (centralised purchasing and/or pooled purchase centres or any other system) in order to allow Ecomaison to fulfil its responsibilities in relation to these companies and determine whether or not they qualify as Marketers.

**3.3.5** – Marketplace Contractors shall provide Ecomaison with the mandatory information for Marketers.

**3.3.6** – Representatives must provide Ecomaison with the mandatory information from their principals, as well

as a copy of the mandate contract, in order to enable Ecomaison to carry out its mission.

#### **ARTICLE 4: EFFECT AND DURATION OF THE CONTRACT**

**4.1:** The Contract shall take effect once it has been signed by the Parties.

As of this date, the Contract replaces all other agreements between the Parties of the same nature.

By way of exception, for Contracting Parties who are not already under contract with Ecomaison but who need to settle up their marketing declarations in accordance with the Special Terms and Conditions, where applicable, the Parties agree that this settlement will be made within the framework of the Contract and the Pricing Scale applicable for the years in question. It is clearly established that the retroactive application of the Contract is strictly limited to the settlement of these declarations, and that none of the other contractual stipulations shall apply.

The Contract is concluded for a full calendar year from the effective date specified in the Channel-Specific Special Terms and Conditions.

**4.2:** If the Contract is signed during the year, it shall remain in force for the rest of the calendar year until 31 December, or until the end of Ecomaison's period of Accreditation, whichever is sooner.

**4.3:** It is then renewed by tacit agreement for each new calendar year, or until the end of Ecomaison's period of Accreditation, whichever is sooner.

For the purposes of this Article, Ecomaison's Accreditation expires when the Accreditation currently in place on the date on which the Contract is signed:

- lapses without being renewed, or
- is interrupted, with an interim period between the end of one Accreditation period and its renewal or extension, or the signing of a new Accreditation agreement.

**4.4:** As such, if Ecomaison's Accreditation is renewed then the Contract will continue to apply, notwithstanding Ecomaison's right to propose modifications or propose a new Contract for the new Accreditation in order to better meet the requirements of the channel and take account of the specific conditions of the new Accreditation agreement.

**4.5:** The Contracting Party may be released from the Contract subject to the provisions of Article 8.2.

#### **ARTICLE 5: REGULATORY COMPLIANCE SERVICE FOR MARKETERS**

By signing the Contract (which in this context constitutes a Membership Contract), the Contracting Party, as a Marketer, and in order to meet the

obligations contained in the French Environmental Code, becomes a member of the collective system established by Ecomaison for the purpose of contributing to the prevention of waste, and collection, removal, and processing of Products, and undertakes to pay the Eco-fees defined in Article 5.1 of these General Terms and Conditions of Membership, which enable Ecomaison to fulfil the mission defined by its Accreditation. By signing the Contract, it becomes a Member. Ecomaison will provide a Unique ID and a Certificate of Compliance with the applicable regulations following the payment of the first invoice due to Ecomaison.

In addition to the previous paragraph, to meet the obligations imposed on it by the provisions of Article L. 541-10-9 of the French Environmental Code, the Marketplace Contractor undertakes to declare and pay the Eco-fees referred to in Article 5.1 of the General Terms and Conditions of Membership on behalf of Marketers who do not have a Unique ID. By assuming these obligations, it becomes a Member.

The Member is thus fully informed that the signing of the Contract implies its membership of Ecomaison for Products that it manufactures, imports, distributes, or markets in the Geographical Scope of Application or for which it is a Marketplace Contractor or a Representative, and confers on it its regulatory compliance with regard to the Register by the allocation of a Unique ID.

To this end, within the confines of the aforementioned Accreditation and the relevant provisions of the French Environmental Code, and within the Geographical Scope of Application, Ecomaison supports, organises, and funds preventive actions, collection, removal, and processing of used Products and waste resulting therefrom, along with information and communication campaigns and research and development activities, in the context of its Services, using the Eco-fees collected from Members.

The Eco-fees are detailed in the Pricing Scale provided by Ecomaison. This Pricing Scale reflects the costs involved in preventing waste, collecting, and recycling used Products, and includes Eco-modulations.

Ecomaison guarantees that, throughout the duration of the Contract, this membership status (on the condition that the declarations are accurate and the Eco-fees defined in Article 5.3 below are paid accordingly) will be considered by the Public Authorities as sufficient proof that the Contracting Party abides by its obligations as defined in the French Environmental Code and under Article 2 above.

The Member shall have access to all Services described in Article 6 below, intended to help it reduce the environmental impact of its Products.

##### **5.1: General principles**

**5.1.1** – In order to allow Ecomaison to fulfil the missions imposed by the Accreditation, the Member will pay to it, subject to the conditions defined hereunder, Eco-fees on a quarterly basis.



These Eco-fees are set using the Pricing Scale, accessible online on the Ecomaison website.

The Eco-fees are due on the date of complete and final conclusion of the sale as well as when donations are made and from the invoiced or uninvoiced stock withdrawals, within the Geographical Scope of Application.

**5.1.2** – In the event that the Contract should be terminated (see Article 8), the Member shall no longer have any financial obligations to Ecomaison, with the exception of any outstanding obligations, calculated on a pro rata basis, for the remaining Contract period. The Member therefore remains bound by all its obligations until the end of the Contract. In particular, it must complete all the declarations pertaining to its marketing activities under the terms of the Contract, and will be required to pay all the invoices relating to and/or not yet paid on the date of termination of the Contract. At the end of the Contract, Ecomaison will provide the Member with an inventory of the obligations fulfilled and those not yet fulfilled by the Member.

**5.1.3** – In the event of a default by Ecomaison mentioned in Article R. 541-124 of the French Environmental Code, the Member undertakes to pay the Eco-fees to another accredited producer responsibility organisation designated in accordance with the procedures provided for in Article L. 541-10-10-7 of the same code.

**5.1.4** – The Member authorises Ecomaison to share with ADEME the information required for the Register.

**5.1.5** – The Member undertakes to include the Unique ID in its General Terms and Conditions of Sale or, where it does not have any, in any other contractual document communicated to the customer, as well as all presentation documents for Products for which it is the Marketer.

## **5.2: Revision of the Pricing Scale**

Ecomaison reserves the right to modify this Pricing Scale without consultation, including changing the value of Eco-fees, no more than once per year, with the exception of unforeseen circumstances.

The new Pricing Scale will be approved by the relevant Sectoral Committee. The new Pricing Scale is subject to a request for approval from the Stakeholders' Committee and notification sent to the Public Authorities, and is notified to the Member six (6) months before its application.

The Member implicitly accepts this new Pricing Scale by continuing to honour this Contract.

Any modification of the contractual terms and conditions entitles the Member to terminate its Contract, under the procedures detailed in Article 8.2.2 of the General Terms and Conditions of Membership.

## **5.3: Declaration of marketing activities and payment of Eco-fees**

**5.3.1** – The Member may be required to pay a minimum invoice, the terms of which are defined in the Special Terms and Conditions where applicable.

**5.3.2** – Eco-fees are paid by the Member to Ecomaison on the basis of the marketing declarations submitted via the Information System at the end of each quarter (or year, for Members subject to the Dispensation Scheme). These Eco-fees are calculated on the basis of actual quantities marketed each quarter (or year, where applicable).

The Member shall complete the declaration form via the Information System, containing the quantities of Products marketed. The Member hereby confirms that it understands the workings of the Information System service provided by Ecomaison for the purpose of submitting declarations. Declarations will only be considered as properly submitted (for the purposes of this Contract) once they have been confirmed by the Member. Simply saving marketing data without confirming submission of the form does not count as a valid declaration.

Once the declaration has been properly submitted, Ecomaison will draw up the corresponding invoice and send it via email to the Member (directly to the invoicing contact designated on the Information System or, if no such contact has been named, the signatory of the Contract), for payment within the deadline stipulated in Appendix 2 of the General Terms and Conditions of Membership, which the Member has explicitly accepted. By way of exception, the invoice may be adjusted in accordance with the provisions of Article 5.4.

**5.3.3** – Any Member who has not declared the quantities of Products for a given period within the contractual deadlines set out in Appendix 2, must submit its declaration and pay all relevant invoices without delay.

**5.3.4** – All payments must be made by bank transfer or direct debit. The Member must provide Ecomaison with its bank details during the first declaration session. If it so wishes, it may establish a standing payment order. This process must be repeated every year at the start of the annual declaration period, via the Information System. Any costs associated with payment methods shall be borne by the Member.

**5.3.5** – Any rejected payments, for any reason whatsoever, may result in the termination of the Membership Contract (in accordance with the provisions of Article 8.1) and the withdrawal of the Unique ID.

## **5.4: Rebates**

Any Member who carries out management operations for waste or reuse on its own behalf, or organises them on its behalf, shall benefit from a Rebate.

Rebates for recycling: Rebates on Eco-fees shall be applied for any Product waste that is recycled or recovered by the Member outside of the Ecomaison operational circuit.

Rebates for reuse: Rebates on Eco-fees shall be applied for any Products that are reused or repurposed in France.

The Rebate system is limited to the quantities of Products marketed by the Member and per channel.

The terms and conditions of application are set out in the technical data sheet on Rebates.

### 5.5: Late payment or settlement of Eco-fees

**5.5.1** – Eco-fees are payable by the Member to Ecomaison as per the conditions detailed in Article 5.3 of the General Terms and Conditions of Membership. In accordance with the provisions of L. 441-10 of the French Commercial Code, invoices not paid on time will be subject to late payment penalties under the conditions defined in Article 5.9.1 of the General Terms and Conditions of Membership, with a fixed charge of forty euros (€40) per invoice added as a recovery fee.

**5.5.2** – In the event of non-payment by the Member, Ecomaison will have no choice but to terminate the Contract ipso jure, it being specified that in accordance with Article 5.1.2 of these General Terms and Conditions of Membership, termination will not affect the Member's obligation to pay the Eco-fees due in respect of its marketing activities up to the date of termination.

**5.5.3** – If a Member should become aware of an error in a previous declaration, whether in its favour or in Ecomaison's favour, it must inform Ecomaison immediately via the Information System. Retrospective adjustments are calculated using the Pricing Scale in force at the time of the initial declaration, not the scale in force at the time of retrospective adjustment. In the event of Over-Declaration, the Member may amend the declarations for the current year and those for the previous year.

If either a Member or Ecomaison should identify an error, particularly during the inspections described in Article 5.7 of the General Terms and Conditions of Membership, Ecomaison reserves the right to apply penalty fees as set out in Article 5.9.2 of the General Terms and Conditions of Membership.

### 5.5: Certification of marketing activities

**5.6.1** – The Member certifies to Ecomaison, via the Information System, the veracity of its declarations, including all details of the marketing of Products in the last calendar year.

**5.6.2** – Members whose declarations exceed two hundred thousand euros excl. VAT (€200,000 excluding value-added tax) must provide Ecomaison with a certificate from a duly mandated auditor or accountant, confirming the accuracy of the declarations submitted by the Member in question for the previous year. This certificate must be submitted to Ecomaison via the Information System.

**5.6.3** – In all cases, the Member must provide confirmation of the accuracy of its declarations (Article 5.6.1) or certification (Article 5.6.2) for the full

calendar year, by no later than the end of June in the following year.

### 5.7: Inspections

**5.7.1** – Ecomaison shall conduct Audits, at its own expense, by carrying out, directly or through a third-party organisation, inspections on justifying documents and/or at the Member's premises, which it explicitly accepts. The Audit protocol is given in Appendix 4 to the General Terms and Conditions of Membership.

**5.7.2** – These Audits, which may pertain to one or several declarations, will be carried out at Ecomaison's behest as part of a general programme of monitoring, or in response to a claim by the Member. The purpose of these Audits is to ensure that the rules of declaration are duly observed, that Eco-fees are calculated correctly, and that the information provided in the declarations is accurate and complete.

Under normal circumstances, Audits may be conducted in the current year Y on declarations submitted in previous years, Y-1 and/or Y-2 and/or Y-3.

For the Eco-modulation scheme, or in line with application of the Pricing Scale, Audits may also be conducted for the current civil year.

If the event of refusal of an Audit, the Member will be liable for a penalty equal to 50% of the Eco-fees due for Year Y-1.

**5.7.3** – If a Member should submit a revised declaration leading to a credit note from Ecomaison, due to the Member having over-declared the volume of Products marketed, the Member must provide supporting documentation proving the discrepancy between the initial declaration and the revised declaration. Modifications can only be made for the current year and Year Y-1. If the difference between the two values declared is substantial, an Audit may be required.

**5.7.4** – Audits involve the drafting of an Audit report (the "Audit Report") by the expert commissioned for this purpose by Ecomaison, containing details of any anomalies observed.

The Audit Report will be sent to the Member in question, who shall have twenty-one (21) days to submit any observations in writing to Ecomaison or directly to the author of the Audit Report, as of the date on which the Audit Report is received. If the Member subject to the Audit does not raise any objections within this designated response time, it will be considered to have accepted all findings of the Audit Report and any consequences these may entail.

Once this response period has passed, a final Audit Report containing binding conclusions (hereinafter referred to as the "Final Audit Report") will be sent, for information purposes, to the Member in question.

At the end of this process, if discrepancies are still found to exist between one or more declarations (including with regard to the criteria of Eco-modulation) and the Final Audit Report, Ecomaison will invite the Member to settle the problem by i) opening

a revised declaration process within ten (10) days of a request to this effect by Ecomaison, and ii) making the necessary revised declarations within ten (10) days of this process being opened.

A revised declaration is required, regardless of the result of the Audit, if:

- The Member is found to have over-declared with regard to the quantity of Products actually marketed (hereinafter referred to as "Over-Declaration"), requiring a credit note from Ecomaison;
- The Member is found to have under-declared with regard to the quantity of Products actually marketed, including mistaken declarations (hereinafter referred to as "Under-Declaration" or "Mistaken Declaration").

If a revised declaration is not submitted in good time, the Member accepts that the conclusions of the Final Audit Report are binding and will be considered equivalent to a revised declaration, with an invoice prepared on this basis by Ecomaison. The Pricing Scale used will be that which was in force at the time of the financial obligations in question, and the same principle applies to the penalties imposed by Ecomaison and defined in Article 5.9.2 of these General Terms and Conditions of Membership.

**5.7.5** – In the event of an Over-Declaration, credit notes issued by Ecomaison will be deducted from declarations currently due and payable at the date on which the credit note or revised invoice is issued. Both Parties explicitly agree that, in the event of an Over-Declaration, Ecomaison will not be liable for any penalty charge or interest payment toward the Member responsible for the erroneous declaration.

If there is still an outstanding balance in the Member's favour, after the sums involved have been deducted from due and payable invoices, this balance will be deducted from the next invoice issued based on the next quarterly declaration, or else repaid to the Member at its request.

In the event of an Under-Declaration or a Mistaken Declaration, the next invoice issued (after the revision process set out above) must be paid immediately and in full by the Member in question.

The Member shall explicitly accept this invoice and recognise its validity and enforceability.

**5.7.6** – In the event that the Final Audit Report should identify an error in a previous financial year, for example due to the failure to include a specific product code, Ecomaison will be entitled to extend the Audit to the two (2) preceding years, focusing on the specific infringement identified, in accordance with Article 5.7.2 of the General Terms and Conditions of Membership. The rules set out above shall apply to this new inspection.

**5.7.7** – In the event of termination of the Contract by either of the Parties, Ecomaison remains entitled to have an Audit carried out on the declarations made when the Contract was in force.

## 5.8: Sanctions

If the Member should fail to declare its marketing activities by the stipulated deadline, or should submit erroneous declarations, or should fail to pay the corresponding Eco-fees, Ecomaison will terminate the Contract under the conditions defined in Article 8.1, and will be obliged to pass the case on to the Public Authorities, as per the terms of its Accreditation, with the risk that the ADEME will rescind the Member's Unique ID and apply the administrative sanctions defined under Article L. 541-9-5 of the French Environmental Code in addition to Ecomaison retroactively applying Eco-fees, according to the retroactive payment conditions defined in the Special Terms and Conditions.

Administrative sanctions shall not preclude the possibility of legal action where Ecomaison should deem such measures necessary, particularly in order to recover any unpaid Eco-fees.

## 5.9: Penalties

### 5.9.1 – Penalties for late payment

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, the penalties mentioned in Article 5.5.1 of the General Terms and Conditions of Membership will be applicable as follows:

- The current legal interest rate plus three percentage points (i.e., 300 base points).

These penalties shall be applicable from the day after the due date of the invoice in question.

### 5.9.2 – Penalties for back payments

The Parties agree that the penalties mentioned in Articles 5.5.2 and 5.7.4 of the General Terms and Conditions of Membership will be applicable as follows:

- The current legal interest rate plus three points (i.e., 300 base points), calculated from the day following the contractual due date of the unpaid invoice.

For belated declarations, regardless of the reason for the delay, giving rise to retroactive invoices, the penalty charges will be calculated as of the date on which the invoice should have been paid if it had been drawn up within the correct contractual deadlines, based on a marketing declaration made in keeping with the requirements of this Contract.

Penalties will be applied in the same manner to retroactive payments required after an Audit, due to an Under-Declaration or Mistaken Declaration by the Member, or in cases of Late Sign-Up.

## 5.10: E-invoicing and e-reporting obligations

As part of the generalisation of electronic invoicing in transactions between taxable entities established in France (B2B) ("e-invoicing") and the transmission of transaction data ("e-reporting") introduced by

Ordinance no. 2021-1190 of 15 September 2021, Ecomaison is required, under the legal and regulatory conditions in force:

- i. To issue and send to the Member, via the public invoicing portal or any other paperless digital platform, its invoices for its services carried out in France for the benefit of operators established in France subject to VAT, under the conditions defined in Article 289 bis of the French General Tax Code ;
- ii. To provide the tax authorities, via the public invoicing portal or any other paperless digital platform, with the invoicing data for its services carried out for the benefit of operators established abroad (EU and non-EU), under the conditions defined in Article 290 of the French General Tax Code.

## ARTICLE 6: SUPPORT SERVICES PROVIDED

Ecomaison provides Services to its Contracting Parties within the Geographical Scope of Application, at no extra charge, in order to assist them with implementation of resources and services intended to reduce the environmental impact of Products.

Every year, Ecomaison may freely modify, add to, or withdraw these Services, as per the conditions set out in Article 13 of these General Terms and Conditions of Membership.

For all the Services it uses, the Contracting Party confirms that it is aware of and accepts all the Terms and Conditions of Use (T&CU), procedures, and technical specifications relating to these Services, available via the Information System. As such, the Contracting Party may under no circumstances hold Ecomaison responsible for any damage of any kind resulting from the Services detailed below. The Contracting Party retains sole responsibility for its use of these Services and their results and potential consequences, with Ecomaison accepting no liability in this respect.

### 6.1: Services dedicated to Eco-design support

Ecomaison offers to help the Contracting Party with its Eco-design efforts.

- The Contracting Party must use the Information System to sign the T&CU of the Eco-design support Service.

The Contracting Party agrees that Ecomaison may identify it as a beneficiary of the Eco-design support scheme, within the limits of the confidentiality rules defined in these General Terms and Conditions of Membership. For these purposes only, the Contracting Party grants Ecomaison the non-exclusive right to reproduce and use its brand names and logos. A standard page-proof will be sent to the Contracting Party in advance for approval.

The non-disclosure agreement formed by the Parties shall remain in force throughout the entire duration of the Contract and, following its conclusion, for a period of two (2) years.

In the context of the Eco-design initiatives taken by the Contracting Party, Ecomaison reserves the right to pay Financial Support to the Contracting Party subject to conditions specified each year on the Information System.

### 6.2: Information, awareness, and communication Services

- By signing the contract, the Contracting Party subscribes to this Service. This implies full awareness and acceptance of all the corresponding T&CU, procedures, and technical specifications available on the Information System.

#### 6.2.1 – Access to information and tools

Ecomaison will provide the Contracting Party with communication tools and materials, including:

- La Boite à Chiffres, a resource containing comprehensive market data;
- Environmental data regarding the channel;
- Online tools accessible via a free website.
- The graphic charter of the information mentioned in the second paragraph of Article L. 541-9-3 of the French Environmental Code, which specifies the procedures for sorting or contributing waste from the Products.

A full list of the available communication tools and materials is provided on the Information System.

#### 6.2.2 – Communication activities and partnerships

Ecomaison can organise, with the Contracting Party, special operations for the collection of Products in-store, and other in-store activities and training events.

#### 6.2.3 – Resource centre

Ecomaison will share its knowledge of the market and its developments.

## ARTICLE 7: NON-TRANSFERABILITY OF THIS CONTRACT

Neither Party may, for any reason whatsoever, transfer or assign the Contract and all its components to any third party without the prior written consent of the other Party.

In accordance with Article 3.3.1 of these General Terms and Conditions of Membership, the Contracting Party must inform Ecomaison of any changes to its activities or legal form, it being understood that notwithstanding the previous paragraph, the Contract shall be transferred as of right to the buyer or new parent company if a Contracting Party should be involved in a merger or acquisition. In such cases, the Contracting Party must contact Ecomaison immediately in order to arrange the transfer of the Contract and to ensure that the obligations imposed by the French Environmental Code are met.

## ARTICLE 8: TERMINATION, RELEASE, AND SUSPENSION

### 8.1: Justified termination by Ecomaison

**8.1.1** – The Contract may be terminated by Ecomaison, ipso jure, automatically, without any additional Notification being necessary and without a court ruling, in the event of non-compliance by the Contracting Party with one of the essential obligations defined in Articles 2, 5, 6, and 10 of the General Terms and Conditions of Membership, and which has not been remedied within thirty (30) calendar days of a formal notice sent by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient. From the date of termination, Ecomaison will send substantiated notification to ADEME concerning the termination in order to delete the Member's Unique ID in the Register and will include the Member on the list of offenders published on its website.

**8.1.2** – The Contract may be terminated ipso jure, without notice and without legal action, if the Accreditation should be withdrawn or not renewed, with no compensation owed to the Contracting Party.

**8.1.3** – Termination of the Contract by Ecomaison automatically entails termination of all Services described in Articles 5 and 6 above.

### 8.2: Release and Termination by the Contracting Party

**8.1.2** – As per the terms set out in Article 4.2 of the General Terms and Conditions of Membership, the Contracting Party may decide to bring an end to the Contract no later than 1st October of year Y, thus preventing the Contract from being renewed for year Y+1. Notice of this termination must be sent by registered letter with request for acknowledgement of receipt, sent to Ecomaison's head office. If the termination should occur in the course of the calendar year, all Financial Support offered by Ecomaison under these General Terms and Conditions of Membership and/or the any contract held by the Member with regard to collection for the current year and the preceding year will be cancelled, if the value has not been declared by the Contracting Party by the time the letter requesting termination is received.

**8.2.2** – In the event of substantial modifications (e.g., Pricing Scale, etc.) of the stipulations of the Contract at the initiative of Ecomaison, the Contracting Party may terminate the Contract without notice and without penalty, within a period of one (1) month of receipt by the latter of the Notification by Ecomaison (carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient) of the contractual modifications in question, unless the Contracting Party has already accepted these modifications in any form whatsoever.

Failure by the Contracting Party to give notice of termination (carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement

of receipt to be issued by the recipient) within the aforementioned period of one (1) month shall be deemed to constitute acceptance by the Contracting Party of the aforementioned modifications.

**8.2.3** – Any Contracting Party terminating its Contract(s) must prove either that it is no longer operating as a Marketer, or that it shall continue to abide by the obligations imposed by this Article following expiry of the Contract by establishing its own individual waste management system or signing up to another Accredited Organisation. Ecomaison will inform the relevant Public Authorities, providing this information to the Register to ensure that the Marketer is listed.

**8.2.4** – Termination of the Contract by the Contracting Party automatically entails termination of all Services offered by Ecomaison.

**8.2.5** – Termination of the Contract by the Contracting Party must be carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient.

### 8.3: Suspension

The Contract will be suspended without compensation for the Contracting Party if the Accreditation is suspended.

## ARTICLE 9: COSTS

The Parties shall be responsible for their own costs and expenditure in relation to the Contract, including all fees, costs, and expenditure relating to lawyers, consultants, accountants, and any other professionals to whom they may have recourse.

## ARTICLE 10: CONFIDENTIALITY – GDPR

**10.1:** The Parties undertake to:

- i) Preserve the confidentiality of the terms and conditions of the Contract, along with all documents, information, and data to which they are or may become privy by any means whatsoever in relation to the Contract;
- ii) Refrain from disclosing this information to any third parties, with the exception of their advisers, ADEME, the relevant Public Authorities, and the government regulator who sits on the Board of Directors of Ecomaison, for specific data only, in accordance with the regulations, without prior written consent from the other Party and subject to any other legal or regulatory obligations.

The previous paragraph notwithstanding, the Contract and any other document relevant to the relationship between the two Parties may be submitted in evidence by either Party in defence of their interests.

The Parties undertake to strictly abide by this confidentiality obligation throughout the duration of

the Contract and for a period of five (5) years following its conclusion, regardless of the reason for its termination.

**10.2:** Ecomaison undertakes not to pass on personal data concerning the Contracting Party to any third party.

**10.3:** Information of a personal nature concerning the Contracting Party will be processed confidentially by Ecomaison.

Personal data will be stored for a period of five (5) years following the end of the Contract.

Any natural person whose personal data is processed by Ecomaison has the right, in accordance with Article 39 of the modified Data Privacy Act of 6 January 1978, to access and verify such information, in order to check its accuracy and, where necessary, modify it. Information concerning the Contracting Party can be consulted online via the Information System, or by writing to [dpo@ecomaison.com](mailto:dpo@ecomaison.com).

#### **ARTICLE 11: WAIVER**

If either Party should choose not to avail of all or part of the rights, powers, and privileges to which they are entitled under the terms of the Contract, this decision shall under no circumstances be interpreted as a permanent waiver of these rights, powers, and privileges, which may still be exercised at any time. Any waiver of such rights, powers, and privileges by either Party must, in order to be considered valid, be presented in writing to the other Party in accordance with the conditions set out herein.

#### **ARTICLE 12: AUTONOMOUS APPLICABILITY OF CONTRACTUAL PROVISIONS**

In the event that one or more of the provisions contained in the Contract, and notably in these General Terms and Conditions of Membership, should be found to be invalid, illegal, or inapplicable in any way, the validity, legality, and applicability of the other provisions contained in the Contract and all its components shall in no way be affected or altered. In such circumstances, the Parties shall undertake to work together in good faith to replace the invalid, illegal, or inapplicable provision(s) of the Contract with a valid clause which is equivalent or comparable.

#### **ARTICLE 13: MODIFICATION OF CONTRACTUAL PROVISIONS**

##### **13.1: Non-substantial modifications**

Ecomaison may, at any time, make non-substantial modifications to the Contract and in particular to these General Terms and Conditions of Membership.

Ecomaison will inform the Contracting Party of any modifications to the Contract via the Information

System no less than thirty (30) calendar days before the new provisions take effect.

Any modifications made to the Contract and its appendices will be saved to the Information System, without entitling the Contracting Party to terminate the Contract.

##### **13.2: Modifications due to unforeseeable circumstances**

In the event of a change in circumstances unforeseeable at the time of the conclusion of the Contract, notably new regulatory obligations or changes in the economic conditions of the channels that may excessively change the balance of the Contract, Ecomaison may modify the Pricing Scale and/or the terms and conditions of application of the Pricing Scale, and will inform the Contracting Party three (3) months before these modifications come into force.

In the event of a change in circumstances unforeseeable at the time of the conclusion of the Contract, notably new regulatory obligations or changes in the economic conditions of the channels that may excessively change the balance of the Contract, Ecomaison may modify the Pricing Scale and/or the terms and conditions of application of the Pricing Scale, and will inform the Contracting Party three (3) months before these modifications come into force.

The Contracting Party may terminate the Contract without notice and without penalty, within a period of one (1) month of receipt by the latter of the Notification by Ecomaison (carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient) of the contractual modifications in question, unless the Contracting Party has already accepted these modifications in any form whatsoever.

Failure by the Contracting Party to give notice of termination (carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient) within the aforementioned period of one (1) month shall be deemed to constitute acceptance by the Contracting Party of the aforementioned modifications.

#### **ARTICLE 14: EXHAUSTIVITY OF THIS CONTRACT**

The Contract and all its components – including these General Terms and Conditions of Membership, the Channel-Specific Special Terms and Conditions, including their preambles and appendices, declaration and payment procedures, and declarations to the Register for Members, as well as information regarding the Contracting Parties, online declarations and technical specifications relating to the Services and associated subscription procedures, along with all subsequent documents replacing those mentioned above – represent the full extent of the agreement between the Parties with regard to the

subjects covered herein, superseding and replacing all previous written or oral agreements.

#### **ARTICLE 15: RESPONSIBILITY CLAUSE**

The Parties shall be held responsible if they fail to respect any of their respective contractual obligations, and promise to compensate the other Party for any damages incurred by the latter as a result of this failure to fulfil obligations, with the exception of any direct or indirect immaterial damages.

#### **ARTICLE 16: EVIDENCE**

Ecomaison is equipped with tools (an Information System) allowing for paperless exchanges with Contracting Parties and the conclusion of agreements between Ecomaison and Contracting Parties in the same manner. By explicit agreement and in accordance with Article 1368 of the French Civil Code, the Parties recognise the probative value of agreements and exchanges concluded and conducted in this manner.

#### **ARTICLE 17: DISPUTES AND APPLICABLE LAW**

This Contract was originally drafted in French, and is subject to French law.

Before entering into any legal dispute, both Parties will seek, in good faith, to reach an amicable resolution to all disagreements regarding the execution and/or interpretation of the Contract.

As such, in the thirty (30) days following the initial notification of a disagreement by one Party (by registered letter with request for acknowledgement of receipt), both Parties shall endeavour to find a solution

to the disagreement. Should they fail to reach an agreement within this time, the Parties shall take all necessary action, including legal proceedings, to defend their interests.

If a Contracting Party should repeatedly fail to submit declarations or to make payments on time, the first Notification sent out by or on behalf of Ecomaison, as described above, shall be considered as an attempt to find an amicable solution to subsequent breaches of the same nature. As such, no further Notification by registered letter or further period of thirty (30) days shall be necessary, and Ecomaison may refer all outstanding issues to the competent legal authorities upon expiry of this initial 30-day period, while also requesting that the agency responsible for the Register rescind the Contracting Party's Registration Number.

Any legal action taken by either Party which does not abide by the procedure set out in the preceding paragraphs will be deemed invalid.

In the absence of amicable agreement, all legal disputes shall fall within the remit of the Commercial Courts of Paris, including injunctions.

#### **LIST OF APPENDICES FORMING AN INTEGRAL PART OF THIS CONTRACT:**

**Appendix 1:** Online sign-up procedure and paperless communication

**Appendix 2:** Calendar of declarations and payments mentioned in Article 5

**Appendix 3:** Calendar of declarations and payments mentioned in Article 5.3

**Appendix 4:** Audit protocol



**APPENDIX 1: Online sign-up procedure and paperless communication**

In order to sign the Contract electronically, the full name, email address, and telephone number of the signatory will be requested. The telephone number will be used solely for the purpose of this electronic signature and will not be stored in Ecomaison's Information System.

Once the signing procedure has been launched, the signatory will be openly and transparently redirected to Ecomaison's designated partner (Yousign) in order to electronically sign the Contract. During the signing process, the signatory will be asked to enter a "confirmation code" received by text message. This code confirms that the person bound by the Contract is indeed the same person signing the document.

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**APPENDIX 2: CALENDAR OF DECLARATIONS AND PAYMENTS MENTIONED IN ARTICLE 5**

➤ **Calendar of declarations and payments for the quarterly schedule**

Marketing period for Year Y <sup>1</sup>	From 1 <sup>st</sup> January to 31 March	From 1 <sup>st</sup> April to 30 June	From 1 <sup>st</sup> July to 30 September	From 1 <sup>st</sup> October to 31 December
Declaration period <sup>2</sup>	From 1 <sup>st</sup> to 30 April	From 1 <sup>st</sup> to 31 July	From 1 <sup>st</sup> to 31 October	From 1 <sup>st</sup> to 31 January of Year Y+1
Payment	15 May	15 August	15 November	15 February of Year Y+1

➤ **Calendar of declarations and payments for the annual schedule (Dispensation Scheme)**

Marketing period for Year Y <sup>3</sup>	From 1 <sup>st</sup> January to 31 December
Declaration period <sup>4</sup>	From 1 <sup>st</sup> to 31 January of Year Y+1
Payment	15 February of Year Y+1

- **By way of exception, invoices for belated declarations (Late Sign-Up or Late Declarations) are payable upon receipt.**
- **It should be noted that the declaration periods and declaration procedures are subject to change in line with any modification to the Pricing Scale, following prior notification.**

<sup>1</sup>Quarter during which the Products were marketed

<sup>2</sup>Period during which the Contracting Party must declare the quantities of Products marketed in the preceding quarter

<sup>3</sup>Year during which the Products were marketed

<sup>4</sup>Period during which the Contracting Party must declare the quantities of Products marketed in the preceding year

**APPENDIX 3: CALENDAR OF DECLARATIONS AND PAYMENTS MENTIONED IN ARTICLE 5.3**

Notification of the value of the Financial Support	31 December of Year Y-1 for the Euro-tonne figure for Year Y
Declaration by the Member	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> July of Year Y on marketing between 1<sup>st</sup> January and 30 June of Year Y</li> <li>• 1<sup>st</sup> January of Year Y+1 on marketing between 1<sup>st</sup> July and 31 December of Year Y</li> </ul>
Audit of the Member	At the end of the declarations
Determination of the sum due	Notice period of six (6) months
Payment of Financial Support to the Member	Forty-five (45) days after receipt of the invoice

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#### APPENDIX 4: AUDIT PROTOCOL

The independent auditor, commissioned by Ecomaison, will verify that the Member has fully abided by the regulations concerning the Eco-fees, and that its marketing declarations correspond to its actual business activities. The Audit phases are as follows:

- ✓ An email is sent informing the Member of an upcoming inspection;
- ✓ Email contact to inform the Member of the dates available for the preliminary telephone interview and the site visit, accompanied by a list of the documents to be provided during the visit;
- ✓ Telephone conversation between the Member and the auditor, allowing the latter to become familiar with the company's activities and operating environment in order to prepare for the site visit, and in particular to explain the information and documents required to conduct the inspection;
- ✓ Before the visit, the Member prepares the information and documents requested;
- ✓ Member site visit;
- ✓ The auditor produces a draft report which is forwarded to Ecomaison for further discussion, if required, of regulatory issues;
- ✓ Production of the Final Audit Report;
- ✓ Ecomaison sends the auditor's Final Audit Report to the Member;
- ✓ Payment of outstanding sums, if necessary.

The auditor's work will focus primarily on the following issues:

- ✓ Understanding how the Eco-fee is handled in the Member's information system (identifying the Products involved, coding methods, calculation of Eco-fees, IS settings, invoicing conditions, etc.);
- ✓ Analysing the scope and implementation of the regulations as applicable in the Member's circumstances;
- ✓ Checking the accuracy of contribution declarations submitted by the Member based on its business activity, in particular for Marketplace Contractors, the list of Marketers, and the dates on which they possessed a Unique ID.
- ✓ For Marketplace Contractors, the auditor shall check the record-keeping and information contained in the register of third-party sellers who have a Unique ID.

In order to fulfil this mission, this inspection will involve the following procedures:

- ✓ **Testing how the regulations are applied based on a selected sample of transactions**  
The auditor will select a sample of transactions based on preparatory statements or quarterly declarations of past marketing activities, then provide the Member with a list of selected Products for which they would like to see product files, invoices, and documents showing how the corresponding Eco-fees were handled.
- ✓ **Checking the consistency of declarations**  
The auditor will check that the activity declarations submitted to Ecomaison are consistent with the Member's actual recorded activity, looking in detail at those activities deemed by the Member to fall outside the scope of the regulations. This comparison will require a breakdown of the Member's total activity, in terms of turnover and number of items sold, into activities subject to the regulations and activities not concerned. This breakdown should be detailed enough (product references and transactions) to make those activities which fall outside the scope of the regulations easily identifiable.
- ✓ **Review of references not subject to the Eco-fee**  
The auditor will review the list of references which the Member considers to fall outside the scope of the regulations, based on the annotated reference list provided by the Member.
- ✓ **Testing the coding system**  
The inspection will also include compliance tests conducted on a selection of Products, looking where applicable at how sets are coded and declared. The auditor will also verify the weight of a selection of Products, personally overseeing the weighing process.

Furthermore, the independent auditor, appointed by Ecomaison, ensures proper application of the Service for the incorporation of recycled raw materials into Products by the Member, and of its compliant declarations.

## Special Terms and Conditions of Membership for Toys

### Additional definitions

Accreditation for Toys: This Accreditation is provided for in Articles L. 541-10-1-12° and R. 543-320 of the French Environmental Code as referred to in Appendix 2. It is awarded on a non-exclusive basis to companies fulfilling the legal criteria and Technical Specifications for Accreditation as defined by the Public Authorities.

Toys: TOYS as defined in Article R. 543-320 of the French Environmental Code (Appendix 2), of which a non-exhaustive list is given in Appendix no. 1.

Technical Specifications for Accreditation: The technical specifications of Accreditation defined in the ministerial decree regarding the Accreditation procedure and including technical specifications for eco-organisations in the TOYS sector, in accordance with Articles L. 541-10-1-12° and R. 543-320 of the French Environmental Code.

Marketer: Any natural or legal person who, in a professional capacity, either manufactures in France, imports, assembles, or introduces for the first time onto the national market TOYS, intended to be sold for consideration or free of charge to the end user by any sales technique whatsoever or to be used directly in the national territory. In the event that TOYS are sold under the sole trademark of a reseller, the reseller is considered to be a Marketer subject to the provisions of Articles L. 541-10, L. 541-10-1-12° and R. 543-320 of the French Environmental Code. The Marketer indicates the producer in the regulatory sense. Any foreign company that manufactures TOYS and volunteers to declare its marketing activities to Ecomaison may also be considered as a Marketer.

Dispensation Scheme: A marketing declaration scheme intended for Marketers who have joined Ecomaison, whose number of TOYS is below the number determined by the Sectoral Committee for the TOYS channel.

### 1. Scope of Application for TOYS

Pursuant to the provisions of Articles L. 541-10, L. 541-10-1-12°, and R. 543-320 et seq. of the French Environmental Code, the Contract notably relates to TOYS.

### 2. Ecomaison's commitments

Ecomaison will create all funds dedicated to financing repair, repurposing, and reuse in accordance with all legal and regulatory provisions in force.

### 3. The Contracting Party's commitments

Under the terms of the Contract, where applicable, when the Contracting Party exports a Member's TOYS, the Contracting Party undertakes to send Ecomaison data relating to the share of said Member's TOYS exported.

### 4. Dispensation from the principle of quarterly declarations

Any Member whose number of TOYS marketed within the Geographical Scope of Application falls below a threshold level defined in the Pricing Scale may qualify for the Dispensation Scheme. This allows Members to declare their marketing activities and pay their Eco-fees at their request.

### 5. Basis and applicability of Eco-fees

The following are deducted from the basis of calculation of the Eco-fees payable: TOYS exported by the Member or by a customer of the Member and which have been declared by one or the other to Ecomaison, in compliance with Appendix 3.

TOYS marketed by a person introducing said TOYS onto the national market for the first time are not included in the marketing basis if these toys have been declared to Ecomaison by a foreign company that manufactures TOYS and declares them before they are introduced onto the national market for the first time.

### 6. Late Sign-Up

In cases where a Marketer wishes to become a Member during a period of Accreditation, in order to enable Ecomaison to verify that the applicant has fulfilled its obligations before becoming a Member, the applicant must provide Ecomaison with its Unique ID and evidence that, prior to membership, it had operated its own individual waste collection system accredited under the French Environmental Code, or that it belonged to another Accredited Organisation.

Failing this, the Marketer will be considered to have signed up belatedly (hereinafter referred to as "Late Sign-Up").

In cases of Late Sign-Up, signing the Contract implies acceptance of retroactive Eco-fees for all TOYS sold as of the date on which the Eco-fees became applicable, within the limit of the date on which the Contracting Party became

a Marketer, and for the months between 1<sup>st</sup> January of the year during which the Contract was signed and the date of signature, within the Geographical Scope of Application of the Accreditation.

As such, new Members signing up belatedly to the scheme will have a period of twenty-one (21) calendar days following the signature of the Contract during which they must declare the quantity of TOYS they have sold as of the date on which the Eco-fees became applicable, and, if the Contract is signed during the course of the year, during the period between 1<sup>st</sup> January of the current year and the date of signature, in accordance with Articles 4 and 5.2 of the General Terms and Conditions of Membership.

These Eco-fees shall be calculated using the Pricing Scale in force as of the date on which the fees were incurred. In order to preserve equity between the Members, the late payment penalties defined in Article 5.8.2 of the General Terms and Conditions of Membership may be applied to the Member. Under this same hypothesis, the Member must pay the Eco-fee due on backdated declarations, upon receipt of the corresponding invoices, which shall be immediately due and payable.

#### **7. List of appendices:**

Appendix 1: Presentation of the scope: Non-exhaustive list of Toys

Appendix 2: Reminder of the legal and regulatory obligations contained in the French Environmental Code

Appendix 3: Export declaration

Appendix 4: Identification of the Marketer

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**APPENDIX 1: PRESENTATION OF THE SCOPE: Non-exhaustive list of Toys**

For illustrative purposes, by category, TOYS more specifically include (non-exhaustive list):

Code	Category	Code	Product type	Product sample
31	Toys	201	Action figures and accessories	Collectible figurines
				Action figures
				Combat toys / figurines and games
				Action figure sets and accessories
		202	Construction games and accessories	Junior construction games
				Standard construction games
		203	Dolls / baby dolls and accessories	Model doll accessories
				Other accessories for baby dolls
				Large dolls and accessories
				Doll houses and furniture
				Doll carriers
				Mini-universe and/or collectible dolls
				Ornamental and collectible dolls for adults
				Model dolls
				Functional baby dolls
				Traditional baby dolls
				Model dolls' clothes
				Baby dolls' clothes
		204	Soft toys and accessories	Puppet sets
				Puppets
				Finger puppets
				Traditional soft toys
				Figurines / accessories for babies / toddlers
				Figurines / games and accessories for preschoolers
				Rattles
				Preschool musical instruments
				Imitation games
				Kitchen / supermarket imitation games
Preschool walking and growing toys				
Bath toys				

31	Toys	205	Early-age and preschool toys and accessories	Preschool educational toys
				Mobiles
				Soft toys for babies
		206	Miniature vehicles and accessories	Non-motorised aircraft / boats
				Non-motorised trucks
				Vehicle figurines
				Mini-vehicles
				Vehicle sets and accessories
				Friction-powered vehicles
				Finger vehicles and accessories
				Non-motorised cars
		207	Creative hobby-related toys and accessories	Diamanté canvas
				"DIY case" creative kits
				Sculpture material kits
				Modelling items
				Tasting games
Writing workshops				
Sequin art				
208	Exploration toys and other toys and accessories	Balloons		
		Cards / stickers to be collected (excluding strategy games)		
		Costumes		
		Ornaments and figurines		
		Cosmetic sets		
		Joke and novelty toys		
		Musical instruments		
		Magic sets		
		Science sets		
Chemistry sets				
32	Outdoor games	209	Pedal carrier toys and accessories	Toy bicycles
				Toy tricycles
		210	Carrier toys without pedals and accessories	Other carrier toys
				Toy skateboards
		211	Sports toys and accessories	Toy scooters
				Toy table football
				Toy weapons and accessories
				Stilts and hoppers
				Outdoor sport imitation games
		212	Summer toys and accessories	Winter sports toys (sledges, snow shovels, etc.)
				Paddling pools covered by the Toys directive
				Water and beach games / Water toys
32	Outdoor games	213	Family activity toys	Water guns
				Houses
				Porticos / Toy trampolines / Slides

33	Board games	214	Board games and accessories (Toy directive)	Other board games
				Brain teaser games
				Card games
				Strategic card games
				Family dice / word / other games
				Family board / action games
				Strategy games
				Family strategy games
				Travel games
				Preschool games
				Standard family games
34	Party favour toys	215	Board games and accessories (outside scope of Toy directive)	Board games - 14 years and over
		216	Puzzles and accessories (Toy directive)	Max. 500 piece puzzles
		217	Puzzles and accessories (outside scope of Toy directive)	500+ piece puzzles
		218	Models and accessories (Toy directive)	Models - 14 years and under
		219	Models and accessories (outside scope of Toy directive)	Models - 14 years and over
34	Party favour toys	220	Party favour toys and accessories	Party favour toys
				Accessories

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## **APPENDIX 2: Reminder of the legal and regulatory obligations contained in the French Environmental Code**

Article L. 541-10-1 of the French Environmental Code:

*"The principle of extended producer responsibility applies pursuant to the first paragraph of I of Article L. 541-10:  
(...)*

*12° Toys, except those covered by the extended producer responsibility principle under another category, from 1  
January 2022;*

*(...)"*

Article R. 543-320 of the French Environmental Code:

*"I.- This section specifies the conditions for implementing the extended producer responsibility obligation applicable  
to producers of toys pursuant to 12° of Article L. 541-10-1.*

*II.- This section applies to toys belonging to the following product families:*

*1° Toys, as defined in Article 2 of Decree No. 2010-166 of 22 February 2010 on toy safety;*

*2° Models, puzzles, board games. Items for writing or drawing and products falling under 5° of Article L. 541-10-1 are  
excluded from the scope of this section.*

*A decree from the Minister of the Environment may specify the list of certain products concerned."*

*III.- For the application of this section, natural or legal persons who, in a professional capacity, either manufacture in  
France, import, assemble, or introduce for the first time on the national market toys covered by this section intended  
to be transferred for consideration or free of charge to the end user by any sales technique whatsoever or to be  
used directly on the national territory are considered to be producers. If toys are sold under the sole brand of a  
reseller, the reseller is considered to be a Marketer."*

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**APPENDIX 3: EXPORT DECLARATION**

Considering that some of the Member's customers may be distribution intermediaries, or themselves have distribution intermediaries as customers, exporting the TOYS marketed by the Member outside the national territory, the purpose of this appendix is to specify the procedure relating to the export declaration in order to update the marketing data for the Member. As the exported TOYS are not within the scope of the regulations, they must be deducted from the marketing basis.

TOYS to be deducted from the marketing basis must meet the following cumulative conditions:

1. TOYS for which the Member requests an update of its marketing basis:
  - a. Were initially marketed on the French market by the Member,
  - b. Have been declared to Ecomaison,
  - c. Were then exported outside France by a customer of the Member.
2. The Member that marketed the exported TOYS has fulfilled all its obligations towards Ecomaison in accordance with Article 2.2.
3. The Member has complied in all respects with the procedure as described below.

The procedures for updating the marketing basis are as follows:

1. The Member declares all its sales to Ecomaison, without directly deducting the marketing quantities that its customers may report to it.
2. The Member informs its customers that in the event of the export of the TOYS, they must send the information to the Member and to Ecomaison in order to adjust the marketing basis.
3. To facilitate the updating of the Member's marketing basis, the latter must provide its customers with the Ecomaison codification corresponding to the references of the TOYS concerned. Without this codification, the marketing basis cannot be calculated.
4. The Member shall send Ecomaison, provided that its customers authorise it to do so in compliance with the personal data rules, the information required about the customers concerned (company name, head office address, email and direct phone number of the contact), to obtain data relating to the export of the TOYS marketed within the Geographical Scope.
5. Ecomaison requests the transmission of the documents needed to identify the volumes of TOYS exported from the customers whose contact details the Member has provided, in order to update the marketing basis,
6. Based on the information provided by the Member's customers, Ecomaison shall make a revised declaration of the marketing basis, using the corresponding codification for the references of the TOYS,
7. This revised declaration shall be deducted from the declaration for the quarter in question.

For this adjustment of the marketing basis to be admissible, the following documents must be completed and sent to Ecomaison by the customer with all the supporting documents requested:

1. Export repayment summary table (below)
2. Certificate of movement of goods

Update of the export-related marketing basis									
Summary table – Form to be completed by the Member's customer									
Identification details (name, full address, SIRET, country)									
Supplier						Export			
Invoice date	Invoice no.	Product codification	Number of units	Supplier name	Unique ID of the Supplier	Number of units exported	Type of export supporting documents (e.g., Merchandise Exchange Declarations)	Supporting document no.	Supporting document date

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SAMPLE

**APPENDIX 4: IDENTIFICATION OF THE MARKETER**

<b>Analysis of the different sales schemes</b>	<b>Legal entity that imports, or in the case of French manufacturing, which is at the top of the sales network</b>	<b>Identification of the Marketer</b>
Direct sale by the manufacturer in France to the consumer	Sale via an e-commerce website and/or through own stores	The manufacturer or its in-store sales subsidiary if it imports the product
Sale by a distributor of a product from a manufacturer in France, stored and shipped to the end customer by the manufacturer	Either the distributor's stock is stored by the manufacturer or ownership is transferred at the time of shipment to the consumer	The manufacturer
Sale by the manufacturer in France to a distributor	The manufacturer is an importer or manufacturer in France and sells to a reseller, retailer, wholesaler, or other	The manufacturer
Consignment stock of products from a manufacturer in France	The manufacturer's product is in consignment at the distributor until it is sold to the consumer by the distributor	The manufacturer
Purchase by a distributor of products from a manufacturer within the EU invoiced from an entity outside France		The distributor, for the introduction of EU products
Purchase and import under FOB of products from a manufacturer invoiced from an entity outside France		The distributor
Sale by a French third-party seller of a manufacturer's products in France via a marketplace	The consumer buys a product via a marketplace that the manufacturer has sold in France to a French third-party seller	The manufacturer, or its in-store sales subsidiary if it imports the product
Sale by a French third-party seller of products introduced from the EU or imported	The consumer buys via a marketplace from a French third-party seller who has imported the product from the manufacturer or procured it outside France	The third-party seller
Sale by a third-party seller established outside France via a marketplace	The consumer buys a product via a marketplace from a foreign third-party seller	The third-party seller
Sale by a manufacturer in France of products partially not intended for the French market	The manufacturer sells toys to a distributor or wholesaler based in France, which itself resells partly in France and partly outside France	The manufacturer or its in-store sales subsidiary if it imports the product, for French sales