

General Terms and Conditions of Membership

Ecomaison,

Simplified joint stock company with variable capital, with a share capital of €273,500

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.

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.

General Terms and Conditions of Membership: The general rules applicable to the Service, whereby the Member joins the collective system implemented by Ecomaison within the context of the Accreditation.

Channel-Specific Special Terms and Conditions: All the information specific to the membership Services

dedicated to one of the channels for which Ecomaison is accredited.

Contracting Party: The Member or the Marketplace Contractor.

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

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.

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

Representative: Any third party appointed by the Contracting Party.

Marketer: Manufacturers, retailers, and distributors of Products subject to the provisions of Articles L. 541-10, L. 541-10-1 | 10°, and R. 243-240 et seq. of the French Environmental Code. The Marketer indicates the producer in the regulatory sense.

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.

Accredited Organisation: Any organisation accredited by the Public Authorities in accordance with Articles L. 541-10, L. 541-10-6, and R. 543-240 et seq. 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.

Register: The National Register of Manufacturers held by ADEME.

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.

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

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

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

Introduction:

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 resource credits. 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: SUBJECT

1.1: The purpose of the Contract 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: Independence of the Channel-Specific Special Terms and Conditions

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.

A Contracting Party who ceases to be a Marketer for one of the Products but remains a Marketer for other Products may continue to benefit from the Services defined herein and in the relevant Channel-Specific Special Terms and Conditions.

1.3: 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 below.

It may also benefit from collection Services and, where applicable, must sign the General Terms and Conditions of Collection and the Channel-Specific 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 Article 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:
 - o 1o Cessation of the activity subject to the Accreditation, regardless of the cause, including in the event of suspension or withdrawal of the Accreditation;
 - o 2o Non-renewal of the Accreditation on its expiry date, when the producers responsible for its governance do not set up a new producer responsibility organisation or do not join another

accredited producer responsibility organisation on that expiry date.

2.2: The Contracting Party's commitments

Under the Contract, the Contracting Party shall undertake to:

- Update its data in accordance with Article 3.4 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 6;
- 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, send the list of Marketers who do not have a Unique ID at each quarterly declaration.

2.3: The specific commitments of both Parties are detailed in Articles 5 and 6 of the Contract.

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 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, 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 shall sign the Contract 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 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 inform Ecomaison or, where possible, make the 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.

The Contracting Party undertakes to update on the Information System, directly and without delay, the existence or otherwise of a permanent establishment in France and, if so, the legal information pertaining thereto. Furthermore, the Contracting Party undertakes to update any change in situation directly and without delay 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 must provide Ecomaison with the mandatory information for Marketers who do not have a Unique ID, in order to enable Ecomaison to carry out its mission with this company and to complete its membership.

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: DURATION OF THE CONTRACT

4.1: The Contract is concluded for one (1) full calendar year.

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:

- o Lapses without being renewed, or
- o 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, joins 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 below, 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.

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. 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.

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.

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 Ecomaison's Board of Directors. The new Pricing Scale is subject to a request for approval from the Stakeholders' Committee and 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 Contract.

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

5.3.1 – 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.

Any Member Marketer who qualifies for the Dispensation Scheme may use the conversion charts or the weight/size conversion tools provided by Ecomaison in order to estimate the weight of the Products it markets if it does not know the actual weight of these Products.

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 Contract, which the Member has explicitly accepted.

5.3.2 – 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 without delay.

5.3.3 – Unless otherwise agreed by the Parties, all payments must be made by bank transfer, direct debit, or any other electronic payment method implemented by Ecomaison. 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.

5.4: Late payment or settlement of Eco-fees

5.4.1 – Eco-fees are payable by the Member to Ecomaison as per the conditions detailed in Article 5.3 of the Contract. 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 5.8.1 of the Contract, with a fixed charge of forty euros (€40) per invoice added as a recovery fee.

5.4.2 – 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.

If either a Member or Ecomaison should identify an error, particularly during the inspections described in Article 5.7, Ecomaison reserves the right to apply penalty fees as set out in Article 5.8.2 of the Contract.

5.5: Certification of marketing activities

5.5.1 – 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.

5.5.2 – 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.

5.5.3 – In all cases, the Member must provide confirmation of the accuracy of its declarations (Article 5.5.1) or certification (Article 5.5.2) for the full calendar year, by no later than the end of June in the following year.

5.6: Inspections

5.6.1 – 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 Contract.

5.6.2 – 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.

5.6.3 – 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. If the difference between the two values declared is substantial, an Audit may be required.

5.6.4 – 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 5.8.2 of the Contract.

5.6.5 – 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.

5.6.6 – 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 5.6.2 of the Contract. The rules set out above shall apply to this new inspection.

5.7: 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 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 Article 5.2.

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.

5.8: Penalties

5.8.1 – Penalties for late payment

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, the penalties mentioned in Article 5.4.1 of the Contract 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.

5.8.2 – Penalties for back payments

The Parties agree that the penalties mentioned in Articles 5.4.2 and 5.6.4 of the Contract 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.

5.9: 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 the Contract.

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 the T&CU. 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 to any third party without the prior written consent of the other Party.

In accordance with Article 3.3.1 of the Contract, 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 13 of the Contract, 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 of the Services described in Article 6 above, as per the conditions set out in the Special Terms and Conditions.

8.2: Release and Termination by the Contracting Party

8.2.1 – As per the terms set out in Article 4 of the Contract, 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 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 – Moreover, in the event that Ecomaison should modify the contractual terms and conditions, the Contracting Party may terminate its Contract without notice and without penalty within a period of one (1) month following implementation of the modifications, unless the latter has already explicitly accepted the said modifications. If no such termination notice is received, the Contracting Party will be assumed to have accepted the said 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 described in Article 6 above.

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:

Ecomaison

50, avenue Daumesnil, 75012 Paris, FRANCE

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 should be found to be invalid, illegal, or inapplicable in any way, the validity, legality, and applicability of the other provisions contained herein 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

Ecomaison is entitled to modify the Contract at any time, particularly in the interests of complying with new legal requirements and/or obligations contained in the Technical Specifications for Accreditation.

Ecomaison will provide a copy of the modified Contract to the Contracting Party via the Information System no less than thirty (30) calendar days before the new provisions and/or obligations take effect. This notice period may be reduced for provisions imposed by the Technical Specifications for Accreditation.

Any modifications made to the Contract and its appendices will be saved to the Information System.

The Contracting Party implicitly accepts these modifications by continuing to honour the Contract.

Any modification of the contractual terms and conditions entitles the Contracting Party to terminate its Contract, under the procedures detailed in Article 9.2.2 of the Contract.

ARTICLE 14: EXHAUSTIVITY OF THIS CONTRACT

This Contract represents 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. The introduction and appendices, along with the Special Terms and Conditions, are considered integral elements of the Contract, with the same legal weight.

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 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.

February 2024

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 6.2

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.

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 ¹	From 1 st January to 31 March	From 1 st April to 30 June	From 1 st July to 30 September	From 1 st October to 31 December
Declaration period ²	From 1 st to 30 April	From 1 st to 31 July	From 1 st to 31 October	From 1 st 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 ³	From 1 st January to 31 December
Declaration period ⁴	From 1 st 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.

¹ Quarter during which the Products were marketed

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

³ Year during which the Products were marketed

⁴ 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 6.2

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"> • 1st July of Year Y on marketing between 1st January and 30 June of Year Y • 1st January of Year Y+1 on marketing between 1st July and 31 December of Year Y
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

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.

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 auditors 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 Furniture Products

Ecomaison,

Simplified joint stock company with variable capital, with a share capital of €273,500

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

Preamble and purpose

These Special Terms and Conditions for Furniture Products govern the relationship between Ecomaison and the Contracting Party with regard to the Furniture Products channel, for which Ecomaison holds an Accreditation.

The rules specific to Furniture Products contained in these Special Terms and Conditions for Furniture Products supplement the rules contained in the General Terms and Conditions of Membership, which together are applicable to the Parties under the Contract.

In the event of any discrepancy or contradiction between the Special Terms and Conditions for Furniture Products and the General Terms and Conditions of Membership, these Special Terms and Conditions for Furniture Products shall prevail over the General Terms and Conditions of Membership.

The Contracting Party acknowledges that it has read these Special Terms and Conditions for Furniture Products, including this preamble and its appendices, which form an integral part of the Contract, and accepts them as part of the agreement between the Parties.

Capitalised terms, if not specifically defined in these Special Terms and Conditions for Furniture Products, refer to the terms as defined in the General Terms and Conditions of Membership.

Additional definitions:

Accreditation for Furniture Products: This Accreditation is provided for in Articles L. 541-10, L. 541-10-1 | 10°, and R. 543-240 et seq. 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.

Bedding-associated items: Padded seating and bedding products.

Special Terms and Conditions for Furniture Products: All the specific rules applicable to the Parties with regard to the membership Services dedicated to Furniture Products in addition to the General Terms and Conditions of Membership.

Technical Specifications for Accreditation: The technical specifications defined in the decree regarding the Accreditation procedure and including technical specifications for producer responsibility organisations in the Furniture Products channel, in accordance with Articles L. 541-10, L. 541-10-1 | 10°, and R. 543-240 et seq. of the French Environmental Code.

Furniture Products: Furniture Products as defined in Article R. 543-240 of the French Environmental Code, of which a non-exhaustive list is given in Appendix 1.

Marketer: Manufacturers, retailers, and distributors of Furniture Products subject to the provisions of Articles L. 541-10, L. 541-10-1 | 10°, and R. 243-240 et seq. of the French Environmental Code. The Marketer indicates the producer in the regulatory sense.

Accredited Organisation: an organisation accredited by the Public Authorities in accordance with Articles L. 541-10, L. 541-10-6, and R. 543-240 et seq. of the French Environmental Code for the collection, removal, and processing of waste resulting from Furniture Products.

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

1. Scope of application for Furniture Products

Pursuant to the provisions of Articles L. 541-10, L. 541-10 | 10°, and R. 543-240 et seq. of the French Environment Code, these Special Terms and Conditions for Furniture Products, which form an integral part of the Contract, relate to Furniture Products.

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. Dispensation from the principle of quarterly declarations

Any Member whose number of Furniture Products 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 annually, at their request.

4. Date on which this Contract takes effect

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.

4.2. By way of exception to Article 4.1 above, for Marketers who are not already under contract with Ecomaison but who need to settle up their marketing declarations in accordance with Article 5.2 of the General Terms and Conditions of Membership, 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.

5. Basis and applicability of Eco-fees

As per the regulations in force, Eco-fees are payable for all Furniture Products marketed by Marketers within the Geographical Scope of Application defined in the General Terms and Conditions of Membership and described in Article 3.1 of the General Terms and Conditions of Membership.

Under the terms of the Contract, in cases of Late Sign-Up, within the limit of the date on which the Contracting Party became a Marketer, Eco-fees are payable for the last three (3) calendar years preceding the conclusion of the Contract, subject to the conditions set out in Articles 5.1 of the General Terms and Conditions of Membership. For Contracts concluded in the course of the year, Eco-fees are also payable for quantities marketed between 1st January of the current year and the date on which the Contract is signed.

The following are deducted from the basis of calculation of the Eco-fees payable: Furniture Products exported by the Member or by a customer of the Member. For exported Furniture Products, Ecomaison offers a reimbursement contract, allowing the Member's customer to claim reimbursement, subject to presentation of supporting documentation.

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 Furniture Products marketed during the last three (3) calendar years preceding the year of the signature of the Contract, within the limit of the date on which the Member became a Marketer, and for the months between 1st 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, in cases of Late Sign-Up, the Member will have a period of twenty-one (21) calendar days following the signature of the Contract in which it must declare the quantity of Furniture Products marketed during (i) the three (3) calendar years preceding the signature of the Contract (ii) and, if the Contract is signed during the course of the year, during the period between 1st January of the current year and the date of signature, in accordance with Articles 4 and 6.2 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 Contract 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. Service dedicated to Members: incorporation of recycled raw materials into Furniture Products, Eco-design, and rebates

In order to benefit from this Service, the Member must be up to date with its declarations and with the payment of its due and payable contributions.

The conditions of application for the various Services are set out in technical specifications and the General Terms and Conditions of Use accessible on the Ecomaison Information System.

7.1. The incorporation of recycled raw materials into Furniture Products is a voluntary initiative for the Member.

The aim of this Service is to support and encourage Member Marketers who incorporate wood derived from Furniture Products and prepared by partners of Ecomaison into the Furniture Products they market. This Service is detailed in the Information System, along with the corresponding implementation dates.

In order to be eligible for this Service, the Member must be up to date with the declaration and payment of its Eco-fees for Year Y-1 and the preceding years, as defined in Article 5.3 of the General Terms and Conditions of Membership. For Year Y, it must also have declared its tonnage for Y-1 within the deadline stipulated in Appendix 3.

Ecomaison undertakes to provide the Member with Financial Support, in the form of a recycling premium or Eco-fee credits, for Year Y, based on the tonnage marketed in Year Y-1. The practical implementation and calculation mechanism for this Financial Support will be determined annually by Ecomaison. The Member will be informed of these provisions by Ecomaison. If the T&CU are signed during the course of the year, they shall remain in force for the rest of the calendar year until 31 December, or until the end of the period of Accreditation, whichever is sooner. The amount of the Financial Support will be calculated on a pro rata basis for the months during which the Member has subscribed to the Service.

The T&CU will then be renewed by tacit agreement for each new calendar year, or until the end of the period of Accreditation, whichever is sooner.

Ecomaison may conduct, directly or with the help of an appointed third party, inspections to check the declarations relating to the incorporation of recycled material and any supporting documents submitted by any Member signed up to this Service. These inspections will be carried out according to a specific set of guidelines.

7.2: The Member may also benefit from a sustainability and recyclability premium for the Products it markets, or be subject to penalties for the presence of substances that prevent the use of wood derived from waste resulting from Furniture Products in combustion plants, or for the presence of materials disruptive to recycling. The conditions of application of these premiums and penalties are defined in Appendix 4.

7.3: The premiums and penalties defined in Articles 7.1 and 7.2 can be combined. No premium may be awarded for a Product affected by a penalty as set out in Appendix 4.

7.4: Members who handle, or organise for other to handle on their behalf, management operations for waste resulting from Furniture Products, under the conditions defined by Ecomaison in the Information System may benefit from a rebate on the Eco-fees due to Ecomaison.

8. List of appendices:

Appendix 1: Non-exhaustive list of Furniture Products

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

Appendix 3: Premiums for the incorporation of recycled materials

Appendix 4: Application criteria for Eco-design premiums and penalties

Appendix 1: PRESENTATION OF THE SCOPE: Non-exhaustive list of Furniture Products

In accordance with the provisions of Appendix VIII on the "Specific procedures for Furniture Products mentioned in section 10 of Article L. 541-10-1 of the French Environmental Code", of the Order of 12 December 2022 relating to data for extended producer responsibility channels, Furniture Products include all the elements that contribute to the furnishing of a personal residence, commercial premises, or a public reception space, for the purposes of seating, sleeping, storage, or offering a counter top or worktop. They are broken down by category. A non-exhaustive list of the Furniture Products concerned is available on the Extranet.

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

1. Living room / lounge / dining room furniture: This category covers all products, objects, and items intended for the furnishing of living rooms, lounges, and dining rooms (including coffee tables, ironing boards, coat racks, shelving units, magazine holders, etc.):

Tables	Console tables
Coffee tables	Sideboards
Bookcases	TV stands
Credenzas	Storage units and systems

2. Supplementary furnishings: This category covers all products, objects, and items intended for use on or in connection with furniture (including drawer units, modular furniture extensions, furniture hardware, trestles, panels, hooks, etc.):

Racks	Tabletops, worktops, and shelving
Shelves	Tabletop fittings (racks, brackets, cleats, trestles, etc.)
Storage units and systems	Folding workbenches
Boxes	Furniture hardware
Wooden panels	Crates
Skirting boards	Hanging rails

3. Bedroom furniture: This category covers all products, objects, and items intended for the furnishing of bedrooms (including changing tables, beds, drawer units, chests of drawers, storage boxes, etc.):

Cabinets	Headboards
Walk-in wardrobes	Beds
Chests of drawers	Trunks
Dressing tables	Storage units and systems
Bedside tables	

4. Bedding: This category covers bed bases and mattresses, and their inflatable versions (including bed bases, mattresses, playpens, etc.):

Mattresses	Inflatable mattresses
Bed bases	Storage beds
Bed legs	

5. Office furniture (excluding chairs): This category covers all products, objects, and items intended for the furnishing of offices (including storage cupboards, storage shelving units, storage boxes, desks, screens, baskets, etc.):

Tables	Easels
Drawer units	Storage units and systems
Desks	

6. Kitchen furniture: This category covers all products, objects, and items intended for the furnishing of kitchens (including storage units, storage lockers, worktops, drawers, sinks, trolleys, etc.):

Kitchen units	Door and drawer fronts
Worktops	Storage units and systems
Kitchen trolleys	

7. Bathroom furniture: This category covers all products, objects, and items intended for the furnishing of bathrooms (including bathroom cabinets, bathroom shelving units, drawer units, towel racks, etc.):

Storage columns	Bathroom trolleys
Bathroom units	Bathroom cabinets
Worktops	Storage units and systems

8. Garden furniture: This category covers all products, objects, and items intended for use in gardens (including garden tables, garden service trolleys, garden bar cabinets, marquees, parasols, etc.):

Garden furniture	Tables
Storage units and systems	

9. Seats: This category covers all products, objects, and items intended to provide seating (including all types of chairs, sofas, seat covers, stools, etc.):

Stools	Padded cushions
Footstools	Hammocks
Chairs	Sun beds
Armchairs	Bench sofas
Benches	Convertible sofas
Sofas	

10. Technical, commercial, and public furniture: This category covers items exclusively intended for professional use (including book holders, bar cabinets, standalone displays, laboratory benches, tray trolleys, buffet stations, technical cabinets, etc.).

11. Padded seating and bedding products: This category covers padded products intended for decoration or use alongside Category 4 and 9 Furniture Components (including pillows, sleeping bags, duvets, cushions, etc.):

Pillows	Quilts
Cushions	Sleeping bags
Duvets	Mattress overlays
Support pillows	

12. Decorative textile items: This category covers items such as rugs, carpets, curtains, and net curtains, as well as their accessories, regardless of the materials of which they are made.

Rugs and accessories	Carpets and accessories
Curtains and accessories	Net curtains and accessories
Fabric canvas frames	

**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 section I of Article L. 541-10:

(...)"

"10o Furniture Products, as well as padded seating or bedding products, and, as of 1st January 2022, decorative textile items; (...)"

"Article R. 543-240

This section applies to waste resulting from Furniture Products.

I. – This section specifies the conditions for implementing the extended producer responsibility obligation for Furniture Products, as well as the procedures for managing the waste resulting therefrom.

The term "Furniture Products" refers to movable property and its components, the main function of which is to contribute to the furnishing of a personal residence, commercial premises, or a public reception space, for the purposes of seating, sleeping, storage, or offering a counter top or worktop.

A joint decree of the Ministers responsible, respectively, for the environment and industry, may further specify the list of products concerned.

II. – The following are excluded from the scope of this section:

1° Movable property and its components falling under section 10 of chapter III of title IV of book V of the regulatory section of the French Environmental Code;

2° Fit-out components specific to professional premises, constituting fixed installations, which are:

- a) Custom-built,
- b) Assembled and installed by a professional fitter,
- c) Intended to be used permanently as an integral part of the building or structure, at a predefined dedicated location,
- d) May only be replaced by a similar component specifically designed for this purpose;

3° Street furniture installed in the public domain and in public spaces.

III. – The Furniture Products defined in section I fall into at least one of the following categories:

1° Living room / lounge / dining room furniture,

2° Supplementary furnishings,

3° Bedroom furniture,

4° Bedding,

5° Office furniture,

6° Kitchen furniture,

7° Bathroom furniture,

8° Garden furniture,

9° Seats,

10° Technical, commercial, and public furniture,

11° Padded seating or sleeping products,

12° Decorative textile items, such as rugs, carpets, curtains, and net curtains, as well as their accessories, regardless of the materials of which these accessories are made."

Appendix 3: Premiums for the incorporation of recycled materials, applicable as of 1st July 2024

Materials of which the Product is composed	Recycled material(s) incorporated in the Product marketed	Premium in € / tonne of recycled material incorporated in the Product marketed
Wood	Wood from open-loop recycling of post-consumer wood waste, collected or supported by an accredited producer responsibility organisation	40
Plastic	High-density polyethylene (HDPE) from open-loop recycling of post-consumer HDPE waste, collected or supported by an accredited producer responsibility organisation	450
	Polypropylene (PP) from open-loop recycling of post-consumer PP waste collected or supported by an accredited producer responsibility organisation	450
	Polystyrene (PS), including expanded polystyrene (EPS) from open-loop recycling of post-consumer PS or EPS waste, collected or supported by an accredited producer responsibility organisation	550
	Polyurethane (PU) foam from open-loop recycling of post-consumer PU waste, collected or supported by an accredited producer responsibility organisation	450
Textiles	Raw materials from open-loop recycling of waste, excluding food-grade plastic resin, collected or supported by an accredited producer responsibility organisation	500

Appendix 4: Application criteria for Eco-design premiums and penalties, applicable as of 1st January 2025

Criterion	Evidence of at least:	Amount of the premium or penalty (€ / kg of Furniture Products)
Durability	Furniture Products with a scalable design allowing for multiple successive uses	Premium 0.05
Recyclability	Furniture Products eligible for the "Fully Recyclable Furniture Product" label in application of Article R. 541-221	Premium 0.1
Presence of substances preventing the use of wood derived from waste resulting from Furniture Products in combustion plants	Physical elements or chemical substances likely to prevent the recovery of wood derived from waste resulting from Furniture Products in combustion plants	Penalty 0.15
Materials disruptive to recycling	Physical elements or chemical substances likely to interfere with sorting and recycling or incompatible with recycling	Penalty 0.15