



SERVICES CONTRACT

For building
products and
materials

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:

SIRET:

Represented by:

Duly authorised to represent the company as

Hereinafter referred to as the "**Contracting Party**", party of the first part,

And

Ecomaison, whose commercial name is **Ecomaison**,

Legal form of the company: Simplified joint-stock company

Share capital: Variable share capital of €273,500

Head office (city): Paris

Address 1: 50 avenue Daumesnil

Postcode: 75012

SIRET: 538 495 870 00031

Represented by: Dominique Mignon

Duly authorised to represent the company as President

Hereinafter referred to as "Ecomaison or **Ecomaison**", party of the second part.

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

Signed in Paris,
In two copies

For the Contracting Party.

For Ecomaison,
Dominique Mignon,
President

SPECIMEN

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 government agency for energy and the environment.

Member: refers to a Contracting Party operating as a Trader, Marketplace Contractor or Representative and having signed the Contract with Ecomaison.

Accreditation: government 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 Building Product and Material Waste derived from products sold on the French market. This Accreditation is defined in Articles L.541-10, L.541-10-1 I 4° and R.543-288, R.543-289 II 2° et seq. of the French Environmental Code, as mentioned 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.

Audit: checks on the declarations made by the Member and/or in connection with the application of the Pricing Scale.

Pricing Scale: a pricing scale drawn up by Ecomaison setting out the Eco-fees and including the Eco-modulations, sent to the Stakeholders' Committee and the Public Authorities for approval and made available to the Member.

Technical Specifications for Accreditation: refers to the technical specifications for accreditation defined in the ministerial order for accreditation relating to the accreditation procedure and containing specifications for producer responsibility organisations in the Building Product and Material Waste sector in application of Articles L.541-10, L.541-10-1 I 4° and R.543-288 et seq. of the French Environmental Code (Order of 10 June 2022 and all its subsequent amendments, containing specifications for producer responsibility organisations, individual systems and coordinating organisations of the extended producer responsibility sector for building products and materials).

Geographical Scope of Application: refers to 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: document governing the relationship between the Contracting Party and Ecomaison and comprising, in descending order of priority: this contract, the Membership Contract including details of the Ecomaison sign-up, declaration and payment procedures, and declarations to the Register for Members, as well as the Special Terms & Conditions, 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.

Membership Contract: refers to the Service by which the Member subscribes to the collective system implemented by Ecomaison within the framework of the Accreditation.

Contracting Party: means the Member or Marketplace Contractor.

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

Building Product and Material Waste: refers to waste from products and materials, including wall, floor and ceiling coverings, designed to be incorporated, installed or assembled permanently in a building or used for interior design linked to its use, located within the site parameter, including for vehicle parking, excluding products and materials only used for the duration of the worksite, as defined by Article R.543-289 of the French Environmental Code.

Eco-design: actions intended to support and promote the prevention of Building Product and Material Waste from the design phase onwards (upstream prevention) through to the end-of-life management of these products (downstream prevention), aimed at Members and end users of Building Products and Materials.

Eco-construction: actions aimed at reducing waste during construction projects for Members and users of building products and materials.

Eco-modulation: modulation of the Eco-fee based on Eco-design criteria for Building Products and Materials, included in the Pricing Scale, which, in accordance with Article L.541-10-3 of the French Environmental Code can take the form of a bonus when the product meets the performance criteria set or a penalty in addition to or as a deduction from the Eco-fee, when the product strays from it.

Eco-fee: financial contribution payable by Members under the French Environmental Code towards the funding of all operations involving Building Product and Material Waste management.

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

Trader: refers to, in accordance with Article R.543-290 of the French Environmental Code, any natural or legal person who, in a professional capacity:

- either manufactures or has manufactured building products or materials that it makes available on the national market under its own name or its own brand for the purpose of being used by any person who carries out or has carried out by a third party construction or renovation works on national territory;

- either imports or introduces for the first time into the national market building products or materials intended for use on national territory.

In the event that building products or materials are made available on the market under the brand name of a reseller, the reseller is considered to be a producer.

The Trader is subject to the provisions of Articles L.541-10, L.541-10-1 | 4° and R.243-288 et seq. of the French Environmental Code. The Trader indicates the producer in the regulatory sense.

Unique Identifier: number assigned to the Member by ADEME which appears in the Register. Traders are legally required to obtain this number in order to sell Building Products and Materials 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 compliance with the obligations of the Trader and who, in this respect, subrogates the Trader 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: an organisation accredited by the Public Authorities in accordance with Articles L.541-10, L.541-10-6 and R.543-288 et seq. of the French Environmental Code for the collection, removal and processing of Building Product and Material Waste.

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

Building Products and Materials: refers to building industry construction materials or products intended for households or professionals.

Public Authorities: all government ministries which are signatories to the Accreditation.

Bonuses; Financial Support: refers to financial support provided by Ecomaison as part of one of the Services defined in Article 7 of the Contract.

Reuse: Any operation by which substances, materials or products that are not Waste are used again for a use identical to that for which they were designed (Art. L.541-1-1 of the French Environmental Code).

Register: the National Register of Traders held by ADEME.

Special Dispensation: refers to the reporting procedures for Traders, whose tonnes of Building Products and Materials sold annually are less than a number determined by the Ecomaison Board of Directors, which may join Ecomaison and report their placing on the market quarterly or annually.

Repurposing: Any operation by which substances, materials or products that have become Waste are used again (Art. L.541-1-1 of the French Environmental Code).

Services: refers to the services provided by Ecomaison and described in Article 6, with regard to the Membership Contract, and Article 7, for additional services.

SPECIMEN

PREAMBLE

The Contract is offered to all Traders to help reduce the environmental impact of Building Products and Materials.

It enables the Trader to comply with regulatory requirements regarding the end-of-life handling of Building Products and Materials, as defined in Articles L.541-10 and L.541-10 | 4° of the French Environmental Code, and to benefit from support services, enabling it to enhance its commitments in this regard.

By signing this Contract with Ecomaison, the Member shall obtain a Unique Identifier in the Register, enabling it to prove its compliance with regulations for the sale of its products within the Geographical Scope of Application.

By declaring sales in accordance with the Scope of Application (see Article 3) and the Pricing Scale and by paying the Eco-fee, the Member makes a financial contribution to the collection of Building Product and Material Waste each year for the purpose of Reuse, recycling and energy recovery in accordance with the objectives set by the technical specifications.

The Contracting Party may also benefit from technical and operational support for its environmental commitments, and in certain cases Bonuses for the proposed Services. This includes:

- The incorporation of reused products or recycled materials during construction projects;
- Owner information and waste minimisation efforts;
- Support for Eco-design and Eco-construction;
- Introduction to partners for the Reuse of materials and products.

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 the standard methods relative to the issuance 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

Article 1.1 The purpose of the Contract is to govern the relationship between Ecomaison and the Contracting Party, be they a Trader, a Marketplace Contractor or an EPR Representative 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.

Article 1.2 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 6 and 7 below.

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.

Article 2.1 Ecomaison commitments

2.1.1 Ecomaison will add the Member to the Register free of charge and provide ADEME with all the information required by the applicable legal and regulatory provisions.

Ecomaison will provide the Member with:

- their Unique Identifier, ensuring that the latter is in compliance with regulatory information obligations and legally entitled to sell its products within the Geographical Scope of Application;
- their annual declaration of compliance, featuring the Unique Identifier.

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

- Conduct or commission, fund or contribute on behalf of Members to the collection, removal, Reuse and processing of Building Product and Material Waste, within the Geographical Scope of Application;
- Comply with all current and future laws and regulations applicable to Accredited Organisations;
- Set up Eco-design and Eco-construction initiatives and propose Services to Contracting Parties;
- Ensure the traceability of Building Product and Material Waste that it collects, supports or has collected, in accordance with the provisions of Article L.541-10-6 III 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 that they produce;
- Transfer to the Contracting Party the share of their 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, in accordance with Article R.541-12-18 of the French Environmental Code, the information mentioned in the second paragraph of Article L.541-9-3 of the same code, which specifies the procedures for sorting or contributing the waste from the product;

- 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 system mentioned in Article L.541-10-7 of the same code is sent to another accredited producer responsibility organisation appointed under the following conditions:
 - 1 Discontinuation of the activity subject to accreditation, for any reason whatsoever, including if the Accreditation is suspended or withdrawn;
 - 2 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 sign up to another producer responsibility organisation accredited on this expiry date.
- Provide the Member with communication materials and tools, in particular:
 - La Boite à Chiffres, a resource containing comprehensive market data;
 - Environmental data regarding the industry;
 - Communication tools that can be downloaded directly from the services area or printed after ordering from Ecomaison;
 - The graphic charter for 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 product.

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

- To share its knowledge of the market and its developments;
- Make Building Product and Material Waste Containers available to the Contracting Party that requests them;
- By signing the contract, the Contracting Party subscribes to this Service. This implies full awareness and acceptance of all the corresponding procedures and technical specifications available on the Information System.

Article 2.2 The Contracting Party's commitments

Under the Contract, the Contracting Party shall undertake to:

- Update the information in accordance with Article 3.4 below and communicate to Ecomaison all the information necessary for the Register and for any regulatory obligations relating to the monitoring of the sector, where applicable;
- Declare the placing on the market of Building Products and Materials for which it is responsible and pay the Eco-fee referred to in Article 6;

Provide each declaration with the contact details of the principals on whose behalf it makes these declarations;

- For the Marketplace Contractor, communicate the list of Traders who do not have a Unique Identifier for each quarterly declaration;
- Comply with documentary and on-site inspections of declared data, allowing Ecomaison to conduct the checks which it is obliged to perform under the terms of the 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 Traders or make use of the other Services;
- Accept the operating rules of this services contract in place of its own internal rules, in particular with regard to invoicing.

Article 2.3 The specific obligations of both Parties are detailed in Articles 6 and 7 of the Contract.

ARTICLE 3: SCOPE OF APPLICATION – INFORMATION PROVIDED TO ECOMAISON

Article 3.1 Geographical Scope of Application

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

Article 3.2 Scope of application for Building Products and Materials

In accordance with the provisions of Articles L.541-10, L.541-10 I 4°, and R.543-288 et seq. of the French Environmental Code, the Contract applies to Building Products and Materials.

Article 3.3 Contractual scope and terms

3.3.1 The obligations contained in the Contract apply to the Contracting Party.

The sign-up, declaration and declaration tracking procedures described in Article 6 as well as subscriptions to the Services described in Article 7, 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.

3.3.2 Conclusion of contract / paperless communication

3.3.2.1 Each Contracting Party signs 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 process and the paperless system implemented by Ecomaison in relation to the Contract are defined in Appendix 3.

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.

3.3.2.2 On a strictly exceptional basis, should the Contracting Party submit a special request to Ecomaison explaining the intrinsic constraints of using IT tools, a contractualisation procedure in paper format may be implemented only after express acceptance by Ecomaison.

Article 3.4 Obligation to provide information

3.4.1 The Contracting Party undertakes to inform Ecomaison, or to immediately update its information on the Information System, following any significant change concerning its activity and/or its legal information (change of registered office, representative, corporate form, merger, absorption, etc.) or any change in the contacts designated in the Information System, the existence or otherwise of a permanent establishment in France, and where applicable, the related legal information. Furthermore, the Contracting Party undertakes to directly and immediately update any change in situation on the Information System.

Should any changes arise in regulations and/or administrative status which would affect the payment of Eco-fees, the Contracting Party undertakes to provide Ecomaison with all the necessary supporting documentation regarding these new fiscal circumstances before the next declaration.

3.4.2 The Contracting Party belonging to a distribution or referencing network must, where applicable, communicate and update the data concerning its network, requested in the Information System.

This information is necessary for Ecomaison in order to carry out its mission with these companies and to determine whether they are Traders.

ARTICLE 4: DATE ON WHICH THIS CONTRACT TAKES EFFECT

The Contract shall take effect from its signature and shall enter into force on 1st January 2023 or on the date on which the obligations of the signatory as Trader arise.

ARTICLE 5: DURATION OF THE CONTRACT

Article 5.1 The Contract is concluded for one full calendar year.

Article 5.2 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 the period of Accreditation, whichever is sooner.

Article 5.3 It is then renewed by tacit agreement for each new calendar year or until the end of the period of Accreditation for that year.

For the purposes of this article, the Accreditation expires when the Accreditation currently in place on the date on which the Contract is signed:

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

Article 5.4 As such, if the 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 industry and take account of the specific conditions of the new Accreditation agreement.

Article 5.5 The Contracting Party may be released from the Contract subject to the provisions of Article 9.2.

ARTICLE 6 REGULATORY COMPLIANCE SERVICE FOR TRADERS

By signing the Contract (which in this context constitutes a Membership Contract), the Contracting Party, as a Trader 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 reduction, collection, removal and processing of Building Products and Materials and undertakes to pay the Eco-fees defined in Article 6.1 below which enable Ecomaison to fulfil the mission defined in its Accreditation. **By signing the Contract, they become a Member.** Ecomaison will provide a Unique Identifier and a Certificate of Compliance ensuring its compliance with the applicable regulations.

In addition to the previous paragraph, in order to meet its obligations under 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 6.1 on behalf of Traders who do not have a Unique Identifier. **By assuming these obligations, the Marketplace Contractor becomes a Member.**

The Member is thus fully informed that the signing of the Contract implies its subscription to Ecomaison for Building Products and Materials sold in accordance with the provisions of Article R.543-290 of the French Environmental Code.

To this end, within the confines of the aforementioned Accreditation and the relevant provisions of the Environmental Code, and within the Geographical Scope of Application, Ecomaison supports, organises and funds preventive actions, collection, removal and processing of Building Product and Material Waste, along with information and communication campaigns, research and development activities and 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 preventive actions, collecting and recycling Building Product and Material Waste 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 6.4 paid accordingly) will be considered by the Public Authorities as sufficient proof that the Contracting Party abides by their obligations as defined in the French Environmental Code and under Article 2 above.

The Member shall have access to all the Services described in Article 7 below, intended to help members reduce the environmental impact of their Building Products and Materials.

Article 6.1 General principles

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

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

Eco-fees are due at the date of complete and final conclusion of the sale, as well as for donations and stock withdrawals, whether invoiced or uninvoiced stock, within the Geographical Scope of Application.

6.1.2 As an exception, Members, whose tonnes of Building Products and Materials sold within the Geographical Scope of Application falls below a threshold level defined in the Pricing Scale, may qualify for the Special Dispensation. This allows them to declare their sales and pay their Eco-fees quarterly or annually according to simplified procedures, at their request.

6.1.3 In the event that the Contract should be terminated (see Article 9), 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.

6.1.4 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.541-10-7 of the French Environmental Code.

6.1.5 The Member authorises Ecomaison to share with ADEME the information required for the Register.

6.1.6 The Member undertakes to include the Unique Identifier in its general terms and conditions of sale or, when it does not have any GTCS, in any other contractual document communicated to the customer.

6.1.7 Pursuant to the provisions of Article R.543-290-3 of the French Environmental Code, the Member specifies in its general terms and conditions of sale that the share of the unit cost it bears for waste management is passed on to the buyer without any possibility of reduction.

Article 6.2 Basis and applicability of Eco-fees

As per the regulations in force, Eco-fees are payable for all Building Products and Materials sold by Traders within the Geographical Scope of Application defined in Article 3.1 above.

Under the terms of the Contract, from the date that the Contracting Party became a Trader, Eco-fees are payable subject to the conditions set out in Articles 6.1 of the Contract. For Contracts concluded in the course of the year, Eco-fees are also payable on products put on the market between 1 January or the date at which it is first put on the market, whichever should come first, and the date on which the Contract is signed.

The following items are excluded when calculating payable Eco-fees:

- Building Products and Materials sold within the Geographical Scope of Application and subsequently returned in exchange for credit as well as Building Products and Materials exported by the Member or by a customer of the Member For exported Building Products and Materials, Ecomaison has a standard contract allowing the Member's customer to claim reimbursement of the corresponding Eco-fees, subject to presentation of supporting documentation.

- Pursuant to the provisions of Article R.543-290-2 of the French Environmental Code, the portion corresponding to Building Products and Materials that the Member has sold and for which it is able to prove that said products or materials were used for construction purposes other than those covered by the Building Products and Materials, such as civil engineering and public works or general materials for purposes other than construction (e.g. boats, automobiles, furniture, etc.). Depending on the materials or products concerned, technical data sheets will be made available in the Information System in order to define the identification procedures;

- In accordance with the provisions of Article R.543-290-10 of the French Environmental Code, the amounts corresponding to the quantities of Building Product and Material Waste that are collected separately, collected free of charge and managed to achieve the targets set for collection by Ecomaison and organised by or on behalf of the Member. To calculate the amount of this deduction, Ecomaison will comply with the conditions referred to in Article R.541-120 of the French Environmental Code.

Article 6.3 Revision of the Pricing Scale

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

The setting of a new Pricing Scale is approved by the Ecomaison governance. The new Pricing Scale is then subject to a request for approval to the Stakeholders' Committee and Public Authorities and is notified to the Member three (3) months before its application.

Members implicitly accept 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 9.2.2 of the Contract.

Article 6.4 Declaration of sales and payment of Eco-fees

6.4.1 Eco-fees are paid by Members to Ecomaison or its representative on the basis of the sales declarations submitted via the Information System at the end of each quarter (or year, for Members that benefit from the Special Dispensation). These Eco-fees are based on the actual tonnage of products placed on the market for the quarter, or, where applicable, the year, or according to simplified procedures for Members that benefit from the Special Dispensation.

Via the Information System, the Member shall complete the declaration form for the quantities and tonnages of Building Products and Materials placed on the market.

The Member declares that it has fully understood how to use the Information System made available to it by Ecomaison or its representative to make the 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 sales data without confirming submission of the form does not count as a valid declaration.

Member Traders who qualify for Special Dispensation may use conversion charts or the weight/dimension conversion tools provided by Ecomaison in order to estimate the weight of the Building Products and Materials they sell if they do not know the actual weight of these Building Products and Materials.

Once the declaration has been properly submitted, Ecomaison or its representative will draw up the corresponding invoice and send it to the Member by email (sent 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 4 of the Contract, as expressly approved by the Member.

6.4.2 Members who neglect to declare the quantities of Building Products and Materials sold in a given period within the contractual deadlines set out in Article 4 must complete the declaration without delay.

6.4.3 Unless otherwise agreed by the Parties, all payments must be made by bank transfer, direct debit or any other electronic payment method set up by Ecomaison or its representative. Members must provide Ecomaison with their bank details during the first declaration session. If they wish, they 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.

Article 6.5 Late payment of Eco-fees

6.5.1 Eco-fees are payable by Members to Ecomaison as per the conditions detailed in Article 6.4.1 of the Contract. Pursuant to Article 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 6.10.1 of the Contract, with an additional fixed charge of forty euros (€40) per invoice for recovery fees.

6.5.2 In the event of an error observed by the Member on its previous declarations, whether these are in favour of Ecomaison or the Member, the latter shall modify its declaration in 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 6.7, Ecomaison reserves the right to apply penalty fees as set out in Article 6.10.2 of the Contract.

Article 6.6 Certification of sales

6.6.1 The Member certifies to Ecomaison, via the Information System, the accuracy of their declarations, including all details of sales of Building Products and Materials made in the last calendar year.

6.6.2 Members whose declarations exceed two hundred thousand euros before tax (200,000 euros before tax) must provide Ecomaison with a declaration from a statutory auditor or chartered accountant, confirming the accuracy of the declarations submitted by the Member

in question for the full year. This declaration must be submitted via the Information System.

6.6.3 In all cases, Members must provide confirmation of the accuracy of their declarations (Article 6.6.1) or certification (Article 6.6.2) for the full calendar year, no later than the end of June of the following year.

Article 6.7 Checks

6.7.1 Ecomaison shall carry out Audits, at its own expense, by carrying out, directly or through a third-party organisation, checks on parts and/or on the Member's premises, which it expressly accepts. The Audit protocol is given in Appendix 6 to the Contract.

6.7.2 These Audits, which may pertain to one or several declarations, will be carried out at Ecomaison's behest as part of a general or specific programme of monitoring or in response to claims from Members. 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 year.

6.7.3 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 Building Products and Materials sold, 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.

6.7.4 Audits involve the drafting of an Audit report (hereinafter referred to as 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) calendar 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, they 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 Report") will be sent to the Member in question.

At the end of this process, if discrepancies are still found to exist between one or more declarations (including compliance with Eco-modulation criteria) and the Final Report, Ecomaison will invite the Member to settle the problem by making the necessary corrective declarations within ten (10) calendar days.

A corrective declaration is required, whatever the result of the Audit, if:

- the Member is found to have over-declared with regard to the quantity of Building Products and Materials actually sold (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 Building Products and Materials actually sold, including mistaken declarations (hereinafter referred to as "Under-Declaration" or "Mistaken Declaration").

If a corrective declaration is not submitted in good time, the Member accepts that the conclusions of the Final Report are binding and will be considered equivalent to a corrective 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 imposable by Ecomaison and defined in Article 6.10.2 of the Contract.

6.7.5 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 declaration due, or else repaid to the Member at their request.

For Under-Declarations or Mistaken Declarations, 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.

6.7.6 In the event that the Final 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 preceding years, focusing on the specific infringement identified, in accordance with Article 6.7.2 of the Contract. The rules defined above apply to this audit.

Article 6.8 Sanctions

If the Member should fail to declare their sales by the stipulated deadline, submit erroneous declarations, or 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 the Accreditation, with the risk that the ADEME will rescind the Member's Unique Identifier and apply the administrative sanctions defined under Article L.541-9-5 of the French Environmental Code in addition to the retroactive application by Ecomaison of the Eco-fees, under the retroactive conditions specified in Article 6.2.

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.

Article 6.9 Late Sign-up

In cases where Traders wish to become members during a period of Accreditation and in order to enable Ecomaison to verify that the new Member has fulfilled their obligations prior to becoming an Ecomaison Member, the applicant must provide Ecomaison with their Unique Identifier and evidence that, prior to membership, they had operated their own collection system accredited under the French Environmental Code or that they belonged to another Accredited Organisation.

Failing this, the Trader 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 Building Products and Materials sold in the three (3) calendar years prior to signing the Contract, or from the date that the Member became a Trader, and for the months between 1st January of the year the Contract was signed and the date of signature, within the Geographical Scope of Application of the Accreditation.

As such, new Members signing up late to the scheme will have a period of twenty-one (21) calendar days following signature of the Contract in which they must declare the

quantity of Building Products and Materials they have sold in (i) the three previous years (ii) and, if the Contract is signed mid-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 Contract.

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 6.10.2 of the Contract may be applied to the Member. Under this same assumption, the Member must pay the Eco-fee due on backdated declarations, upon receipt of the corresponding invoices which shall be immediately due and payable.

Article 6.10 Penalties

6.10.1 Penalties for late payment

In accordance with the provisions of Article L.441-10 of the French Commercial Code, the penalties mentioned in Article 6.5.1 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.

6.10.2 Penalties for back payments

Both Parties agree that the penalties mentioned in Articles 6.5.2, 6.7.4 and 6.9 of the Contract will be applicable as follows:

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

For late declarations (whatever 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 sales declaration made in keeping with the requirements of this Contract.

Penalties will be applied in the same manner to retroactive payments required after Audit due to Under-Declarations or Mistaken Declarations by Members or in cases of Late Sign-up.

Article 6.11 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 another dematerialisation platform, its invoices for its services performed on national territory for operators established in France subject to VAT, under the conditions defined in Article 289 bis of the French General Tax Code;
- ii. to send to the tax authorities, via the public invoicing portal or another dematerialisation platform, the invoicing data for its services provided to operators established abroad (EU and outside the EU), under the conditions defined in Article 290 of the French General Tax Code.

Article 6.12 Statement at the bottom of the invoice

In order to ensure the right information for consumers, and in the interests of loyalty and transparency for all operators involved in the marketing of the product, it is recommended that Members indicate at the bottom of their sales invoices the unit amount of the Eco-fee paid for the management of waste from products and the fact that this Eco-fee, already paid by the Member, allows for the collection and treatment of the product at the end of its life at no cost.

It is recommended that the following wording be inserted in the general terms and conditions of sale:

“Successive buyers and resellers of the product are invited to include at the bottom of their sales invoices the amount of the eco-fee paid by the product's trader and to inform successive buyers that this eco-fee, already paid by the trader, allows the product to be collected and processed free of charge at the end of its life.

Operators who incorporate, fit or install the products concerned in a structure are invited to include the following information in their invoice: 'The price of the service and materials includes the mandatory environmental contribution in accordance with Article L.541-10-1 4° of the French Environmental Code, paid by the company responsible for placing products and materials on the market. This environmental contribution makes it possible to finance the sorting, reuse or recycling system, in accordance with the provisions of Articles R.543-288 et seq. of the French Environmental Code.'”

ARTICLE 7: SERVICES PROVIDED

Ecomaison provides Services to Traders 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 Building Products and Materials.

Ecomaison may freely modify, add to or withdraw these Services, as per the conditions set out in Article 14 of the Contract.

For all the Services they use, the Trader confirms that they are aware of and accept all the procedures and technical specifications relating to these Services, available via the Information System. As such, the Trader may under no circumstances hold Ecomaison responsible for any damage of any kind resulting from the Services detailed hereunder. The Contracting Party or the Trader retains sole responsibility for their use of these Services and their results and potential consequences, with Ecomaison accepting no liability in this respect.

Article 7.1 Provision of Building Product and Material Waste collection points

Ecomaison makes Building Product and Material Waste collection points available to the Contracting Party free of charge, under the conditions defined in Article R.543-290-5 of the French Environmental Code and Articles 3.2, 4.3 and 6.1 of the Technical Specifications for Accreditation.

The collection points have an area dedicated to the collection and storage of Building Products and Materials likely to be Reused or Repurposed, within the facility or on a site adjacent to this facility. This area includes the equipment required to preserve the integrity and technical performance of the Building Products and Materials thus collected and stored, in particular in the event of bad weather.

Article 7.2 Incorporation of recycled raw materials in Building Products and Materials

Incorporating recycled raw materials in Building Products and Materials is a “voluntary” initiative on the part of the Member.

The aim of this Service is to support and encourage Member Traders who incorporate materials derived from Building Product and Material Waste prepared by partners of Ecomaison into the Building Products and Materials which they sell. To be eligible for this Service, the Member must be up to date with its declaration and the payment of its Eco-fee as defined in Article 6.4 of the Contract. It must declare in any given year the tonnages concerned by the previous year, within the deadlines referred to in Appendix 3.

Ecomaison undertakes to pay the Member an annual Bonus for the tonnes placed on the market in the previous year.

The practical implementation and calculation mechanism for this Bonus will be determined annually by Ecomaison. The Member will be informed of these provisions by Ecomaison. If the general terms and conditions are signed in 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 value of the Bonus will be calculated on a pro rata basis for the months during which the Member has subscribed to the Service.

The general terms and conditions will then be renewed by tacit agreement for each new calendar year or until the end of the period of Accreditation for that year.

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

Article 7.3 Services dedicated to Eco-design support

Ecomaison can help the Contracting Party with their Eco-design efforts.

The Contracting Party must use the Information System to sign the general terms and conditions of the Eco-design support service.

The Contracting Party agrees that Ecomaison may identify them as a beneficiary of the Eco-design support scheme, within the limits of the confidentiality rules defined in the general terms and conditions. For these purposes only, the Contracting Party grants Ecomaison the non-exclusive right to reproduce and use their 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 both Parties shall remain in force throughout the entire duration of the contract and, following its conclusion, for a period of two 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.

ARTICLE 8: 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 3.4.1 of the Contract, the Contracting Party must inform Ecomaison of any changes to their 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 Member Trader 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 9: TERMINATION, RELEASE AND SUSPENSION

Article 9.1 Justified termination by Ecomaison

9.1.1 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, 6, 7 and 14 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 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 Identifier in the Register and will include the Member on the list of offenders published on its website.

9.1.2 The Contract may be terminated *ipso jure*, without a court ruling and without notice, if the Accreditation should be withdrawn or not renewed, with no compensation owed to the Contracting Party.

9.1.3 Termination of the Contract by Ecomaison will automatically result in the termination of all of the Services described in Article 7 above, as per the conditions set out in the Special Terms & Conditions.

Article 9.2 Release and Termination by the Contracting Party

9.2.1 As per the terms set out in Article 5 of the Contract, the Contracting Party may decide to bring an end to the Contract no later than 1st October of the current year, thus preventing the Contract from being renewed for the following year. Notice of this termination must be given by registered letter with proof of delivery, 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 registered letter requesting termination is received.

9.2.2 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 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.

9.2.3 The Contracting Party terminating the Contract must prove either that they are no longer operating as a Trader or that they shall continue to abide by the obligations imposed by this article following expiry of the Contract by establishing their own individual system or by signing up to another Accredited Organisation. Ecomaison will inform the relevant Public Authorities, providing this information to the Register to ensure that the Trader is listed.

9.2.4 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 the recipient to issue an acknowledgement of receipt.

Article 9.3 Suspension

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

ARTICLE 10: COSTS

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 11: CONFIDENTIALITY – PERSONAL DATA

Article 11.1 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 State Representative who sits on the Board of Directors of Ecomaison, for specific information 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.

Both 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.

Article 11.2 Ecomaison promises not to pass on personal data concerning the Contracting Party to any third party.

Article 11.3 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 rectify 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 12: 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 13: 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, both 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 14: 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) 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 15: 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 & Conditions, are considered integral elements of the Contract, with the same legal weight.

ARTICLE 16: 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 17: 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, both Parties recognise the probative value of agreements and exchanges concluded and conducted in this manner.

ARTICLE 18: DISPUTES AND APPLICABLE LAW

This Contract was originally drafted in French and is governed by 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 an issue by one Party (by registered letter with proof of delivery), both Parties shall endeavour to find a solution to the problem. 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.

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

SPECIMEN

LIST OF APPENDICES FORMING AN INTEGRAL PART OF THIS CONTRACT:

Appendix 1: Notice to Producers of Building Products and Materials

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

Appendix 3: Online sign-up process and paperless communication

Appendix 4: Calendar of declarations and payments mentioned in Article 6

Appendix 5: Schedule of declarations and payments of bonuses referred to in Article 7.1 and 7.2

Appendix 6: Audit protocol

SPECIMEN

Appendix 1: SCOPE OF THE CONTRACT: non-exhaustive list of Building Products and Materials / notice to producers in the services area

SPECIMEN

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

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

“For the purposes of this chapter, the following meanings shall apply:

Waste: any substance or object, or more generally any movable property, that the holder disposes of or intends to dispose of;

Prevention: all measures taken before a substance, material or product becomes waste when these measures contribute to the reduction of at least one of the following items:

- the quantity of waste generated, including through the reuse or extension of the duration of use of substances, materials or products;*
- the harmful effects of waste produced on the environment and human health;*
- the content of substances hazardous to the environment and human health in substances, materials or products.*

Reuse: any operation by which substances, materials or products that are not waste are used again for the same purpose as that for which they were designed;

Waste management: sorting at source, collection, transport, recovery, including sorting, and disposal of waste and, more broadly, any activity involved in the organisation of waste management from its production to its final treatment, including the monitoring of waste storage facilities after their closure, in accordance with the provisions relating to facilities classified for the protection of the environment, as well as trading or brokerage activities and the supervision of all these operations;

Waste producer: any person whose activity produces waste (initial waste producer) or any person who carries out waste treatment operations leading to a change in the nature or composition of this waste (subsequent waste producer);

Waste owner: waste producer or any other person in possession of the waste;

Collection: any waste collection operation for transport to a waste treatment facility;

Treatment: any recovery or disposal operation, including preparation prior to recovery or disposal;

Repurposing: any operation by which substances, materials or products that have become waste are used again;

Preparation for repurposing: any inspection, cleaning or repair operation for the purpose of recovery in which substances, materials or products that have become waste are prepared so as to be repurposed without any other pre-treatment operation;

Recycling: any recovery operation in which waste, including organic waste, is reprocessed into substances, materials or products to be used for their original purpose or for other purposes. Waste-to-energy operations, those relating to the conversion of waste into fuel and backfilling operations cannot be qualified as recycling operations;

Recovery: any operation primarily resulting in waste being used for useful purposes in substitution of other substances, materials or products that would have been used for a particular purpose or resulting in waste being prepared for this purpose, including by the waste producer;

Disposal: any operation that is not recovery, even when the operation results in the secondary recovery of substances, materials, products or energy;

Biowaste: biodegradable non-hazardous garden or park waste, food or kitchen waste from households, offices, restaurants, wholesale trade, canteens, caterers or retail stores, as well as comparable waste from food processing plants;

Food waste: all foodstuffs within the meaning of Article 2 of Regulation (EC) No. 178/2002 of 28 January 2002 that have become waste;

Separate collection: a collection in which a waste stream is kept separately according to its type and nature in order to facilitate specific treatment. This collection may also involve waste of different types and nature as long as it does not affect their ability to be prepared for repurposing, recycling or other recovery operations;

Construction and demolition waste: waste produced by construction and demolition activities, including renovation activities, in the building and public works sectors, including that produced by private households;

Backfilling: any recovery operation by which appropriate non-hazardous waste is used for rehabilitation in excavated areas or, in engineering, for landscaping work. Waste used for backfilling must replace materials that are not waste, be adapted to the purposes mentioned above and limited to the quantities strictly necessary to achieve these purposes;

Sorting: all operations carried out on waste that make it possible to separate this waste from other waste and to keep it separately, by category, according to its type and nature;

Sorting at source: sorting taking place before any collection operation or before any recovery operation when this recovery operation is carried out on the waste production site;

Material recovery: any recovery operation other than energy recovery and the reprocessing of materials intended to serve as fuel or other means of producing energy. This includes preparation for repurposing, recycling, backfilling and other forms of material recovery such as reprocessing waste into secondary raw materials for engineering purposes in road construction works and other infrastructure works."

Article L.541-9-5 of the French Environmental Code:

"In the event of non-compliance with a requirement defined in this section, the French Minister for the Environment shall inform the person concerned of the alleged offence and of the penalty they shall incur. The person concerned shall be able to present their observations, in written or oral form, within a period of one month and may, where applicable, be assisted by counsel or represented by a representative of their choice.

At the end of this procedure, the French Minister for the Environment may, through a reasoned decision indicating the means and time limits for appeal, issue an administrative fine, the amount of which takes into account the seriousness of the breaches noted and the benefits derived therefrom. This amount may not exceed, per unit or per tonne of product concerned, €1,500 for a natural person and €7,500 for a legal entity. The decision mentions the deadline and the terms of payment for the fine. The French Minister for the Environment may also, under the same conditions, order the payment of a daily penalty of no more than €20,000 from a date set by the decision until the prescribed measures have been complied with.

Where the breach concerns non-compliance with the extended producer responsibility obligation provided for in Article [L.541-10](#), the amounts mentioned in the second paragraph of this article are determined by taking into account, on the one hand, the estimated average annual quantity of products placed on the market by the producer in relation to the duration of the breach and, on the other hand, the maximum financial contribution per unit established by accredited producer responsibility organisations for the sector concerned and, where applicable, the waste management costs borne by the individual systems approved for the same sector.

In addition to the amount mentioned in the second paragraph of this article, when a person subject to the principle of extended producer responsibility pursuant to Article L.541-10 is not registered in a monitoring register set up by the public establishment defined in Article [L.131-3](#), has not provided their information, has provided erroneous data or has not included among the information required, on the tools defined by regulation, the unique identifier mentioned in the last paragraph of Article [L.541-10-13](#), the French Minister for the Environment may order the payment of an administrative fine of no more than €30,000. The decision mentions the deadline and the terms of payment for the administrative fine.

The sanctions defined in this article do not apply to the measures provided for in Articles [L.541-9-1](#) to L.541-9-3 whose sanctions are defined in Article [L.541-9-4](#) or to the requirements applicable to producer responsibility organisations and individual systems put in place pursuant to Article L.541-10 whose sanctions are defined in Article L.541-9-6."

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

"I.- Pursuant to the principle of extended producer responsibility, any natural person or legal entity that develops, manufactures, handles, processes, sells or imports products that generate waste or elements and materials used in their manufacture, referred to as producers within the meaning of this sub-section, may be obliged to provide or contribute to the prevention and management of the waste that comes from them, to adopt a product eco-design approach, to promote the extension of the life of said products by ensuring as much as possible that all the professional and private repairers concerned have the means necessary for efficient maintenance, to support the networks for reuse, repurposing and repair such as those managed by the structures of the social and solidarity economy or promoting inclusive employment, to contribute to development assistance projects for the collection and treatment of their waste and to develop the recycling of waste from products.

Producers fulfil their obligation by collectively setting up accredited producer responsibility organisations for which they are responsible and to which they transfer their obligation and pay a financial contribution in return. This governance principle may be waived by decree when no accredited producer responsibility organisation has been set up by producers.

Representatives of the local authorities responsible for waste management, environmental protection associations approved pursuant to Article L.141-1 and consumer protection associations as well as legal entities operating in the reuse and repurposing sector may be involved in the preparation of certain decisions at the request of the management body of the producer responsibility organisation.

Each producer responsibility organisation creates a committee of stakeholders, composed in particular of producers, representatives of local authorities competent in waste management, environmental protection associations approved pursuant to Article L.141-1 and consumer protection associations as well as waste prevention and management operators, including those operating in the social and solidarity economy.

This committee shall issue a public opinion prior to certain decisions of the producer responsibility organisation, in particular those relating to the commitments made pursuant to Article L.541-9-6 section II, the amount of the financial contribution mentioned in Article L.541-10-2 and the pricing scale provided for in the same Article L.541-10-2, the modulations provided for in Article L.541-10-3, the allocation of financing pursuant to Article L.541-10-5 and the market conditions initiated by the producer responsibility organisation pursuant to Article L.541-10-6. If the committee has not provided its opinion within one month, it shall be deemed to have been given.

The committee may also issue recommendations to the producer responsibility organisation relating in particular to the eco-design of products in the sector.

The committee has access to the information held by the producer responsibility organisation for the performance of its mission, in compliance with confidential matters protected by legislation.

The composition of the committee, the procedure to be followed and the types of draft decisions previously submitted to the committee for opinion are specified by decree. They can be adapted to take into account the specificities of each sector.

A producer who sets up an individual accredited collection and treatment system may derogate from the second paragraph of this section I when its products include a marking to identify their origin, when it ensures that the waste is collected free of charge anywhere within the national territory, accompanied, if it improves the efficiency of collection, by a return bonus aimed at preventing the abandonment of waste and when it has a financial guarantee in the event of default.

A person who professionally carries out preparatory operations for the reuse or repurposing of used products is not considered to be a producer, provided that these operations do not change the essential characteristics of the product or that the value of the elements used for these operations remains lower than that of the used good plus the cost of the operation.

II.- Producer responsibility organisations and individual systems are approved for a maximum period of six years, renewable if they establish that they have the technical capacity, governance and financial and organisational resources to meet the requirements of technical specifications set by order of the French Minister for the Environment, after the opinion of the inter-sector commission. These technical specifications detail the objectives and procedures for implementing the obligations mentioned in this section, the projects on which the inter-sector commission is consulted or informed and, where justified by the nature of the products, set separate objectives for waste reduction, reuse, repurposing, repair, integration of recycled material, recyclability and recycling. These objectives must be consistent with the objectives

mentioned in Article L.541-1. Producer responsibility organisations and individual systems are also subject to periodic self-inspection based on regular independent audits carried out at least every two years, in particular making it possible to assess their financial management, the quality of the data collected and communicated as well as the coverage of waste management costs. The summary of these audits' findings is officially published, in compliance with confidential matters protected by legislation.

In the municipalities governed by Article 73 of the Constitution, in Saint-Martin and Saint-Pierre-et-Miquelon, the technical specifications mentioned in the first paragraph of this section II provide for the consultation of the communities concerned for a deployment adapted to each territory for the prevention, collection, treatment and recovery of waste from the products covered by the accreditation. It also provides for the possibility for producer responsibility organisations to temporarily provide for the collection, sorting or treatment of waste, or a combination of these operations, subject to the principle of extended producer responsibility in the local municipality that requests it.

Where several producer responsibility organisations are accredited for the same category of products, producers may be required to set up an accredited coordinating body under the conditions provided for in the same first paragraph.

III.- Producer responsibility organisations are required to treat producers under objective, transparent and non-discriminatory conditions, to provide them with analytical accounting for the different categories of products and waste generated by them, to transfer the share of their contributions that has not been used in the event of a change of producer responsibility organisation and to allow them to access the technical information of waste management operators in order to facilitate the eco-design of their products.

In compliance with confidential matters protected by legislation, producers of waste-generating products and their producer responsibility organisation are also required to allow waste management operators to access technical information relating to products placed on the market and specifically any information on the presence of hazardous substances in order to ensure the quality of their recycling or recovery.

For their accredited activities, producer responsibility organisations are responsible for general interest missions and can only make secure financial investments, and their articles of association specify that they do not pursue a profit for their accredited activities. A State representative is responsible for ensuring that producer responsibility organisations have sufficient financial capacity to fulfil the obligations mentioned in this section and that these financial capacities are used in accordance with the provisions of this paragraph.

IV. - Producers may be required to assist, in return for fair remuneration, in the management of waste from identical or similar products put up for sale or distributed prior to the effective date of their obligations provided for in section I of this article.

V.- Producers who set up an individual collection and treatment system as well as producer responsibility organisations are considered, when they manage waste from their products, to be the owners of this waste within the meaning of this chapter.

VI.- The technical specifications define the procedures for the free collection of waste from the activities of those involved in reuse and repurposing.

VII.- Every producer responsibility organisation draws up and implements a waste prevention and management plan in the municipalities governed by Article 73 of the Constitution in Saint-Martin and Saint-Pierre-et-Miquelon with the aim of improving waste collection and treatment performance in these territories so that it is identical to that achieved, on

average, in mainland France within three years of implementing the plan. This plan is presented to the inter-sector commission and the local authorities concerned before it is implemented by the producer responsibility organisation. It is made public by the latter."

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: (...)

"4° Building products and materials intended for households or professionals, from 1 January 2022, so that the construction or demolition waste resulting from them is collected free of charge when it is collected separately and so that traceability of this waste is ensured. A decree from the Conseil d'État (France) defines the procedures for the application of this paragraph 4° as well as the minimum conditions for the coverage of collection points; (...)"

Article L.541-10-2 of the French Environmental Code:

"The financial contributions paid by the producer to the producer responsibility organisation cover the costs of preventing, collecting, transporting and processing waste, including the costs of collecting and processing abandoned, deposited or managed waste contrary to the requirements of this chapter, when provided for in the technical specifications mentioned in Article L.541-10, as well as the costs relating to the transmission and management of data necessary for monitoring the sector as well as those relating to inter-sector communication and, where applicable, the other costs necessary to achieve the quantitative or qualitative objectives set by the technical specifications. Revenue from waste recovery is taken into account and deducted from all costs when calculating financial contributions. Some of these costs can be shared with initial waste producers or distributors.

Where necessary to achieve the reuse or repurposing objectives set for them under this section, producers or their producer responsibility organisation contribute to covering the costs of the reuse and repurposing operations implemented by local authorities as part of the public waste management service.

Where provided for in the technical specifications referred to in Article L.541-10, the financial contributions paid by producers to the producer responsibility organisation may cover the costs of collecting waste collected from bulky waste, provided that this collection contributes to the repurposing or recycling of this waste.

The costs borne by the public waste management service are defined by a national pricing scale. In each municipality governed by Article 73 of the Constitution, in Saint-Martin and Saint-Pierre-et-Miquelon, this pricing scale is increased to ensure, as long as the collection and treatment performance observed in the municipality is below the national average, coverage of all optimised waste prevention, collection, transport and treatment costs, including the costs of collecting and treating abandoned, deposited or managed waste contrary to the requirements of this chapter, when the specifications mentioned in Article L.541-10 of this code provide for it, borne by these municipalities, taking into account the remoteness, insularity and maturity of the waste collection and treatment systems specific to each territory."

Article L.541-10-3 of the French Environmental Code:

"The financial contributions paid by producers who collectively fulfil the obligations mentioned in Article L.541-10 are adjusted, where possible based on the best available techniques, for each product or group of similar products according to environmental performance criteria, including the quantity of material used, the incorporation of recycled material, the use of renewable resources managed sustainably, sustainability, repairability, possibilities for reuse or repurposing, recyclability, the advertising or promotional purpose of the product, the absence of eco-toxicity and the presence of hazardous substances as defined by the decree provided

for in Article [L.541-9-1](#), in particular when these are likely to limit the recyclability or incorporation of recycled materials. They are also adjusted for returnable packaging that can be reused that complies with the packaging standards defined by producer responsibility organisations, pursuant to [Article 65 of Law No. 2020-105 of 10 February 2020](#) on the fight against waste and the circular economy.

Modulation takes the form of a bonus granted by the producer responsibility organisation to the producer when the product meets the performance criteria and a penalty to be paid by the producer to the producer responsibility organisation when the product deviates from them. Bonuses and penalties are set in a transparent and non-discriminatory manner.

Bonuses and penalties may exceed the amount of the financial contribution required for waste management. The application of bonuses and penalties may in particular lead to the financial contribution of a producer within one of the producer responsibility organisations mentioned in Article L.541-10 becoming zero or negative. They must make it possible to achieve the objectives mentioned in section II of the same Article L.541-10. The modulation is subject to the opinion of the French Minister for the Environment. It may be set by order of the French Minister for the Environment after the opinion of the inter-sector commission. Within three years of the accreditation of a producer responsibility organisation in accordance with the same section II, an assessment of the target achievement trajectory is conducted in order to strengthen the level of modulations, if necessary to achieve the objectives. Upon substantiated request from the producer, the producer responsibility organisation is required to limit the amount of the bonus or penalty to 20% of the sale price of the product excluding tax.

By 1 January 2022 at the latest, the amount of the penalty applicable to plastic packaging that cannot go through a recycling channel at the end of its life is set by decree, according to a gradual trajectory.

Signs and markings that may lead to confusion about the rule for sorting or contributing waste from the product are subject to a penalty that cannot be less than the amount of the financial contribution required to manage waste. These signs and markings are defined by order of the French Minister for the Environment."

Article L.541-10-6 III of the French Environmental Code:

"Producer responsibility organisations are required to ensure the traceability of the waste they have collected, supported or had collected in the exercise of extended producer responsibility, until the final treatment of this waste. If this waste leaves the national territory during all or some of the steps until final treatment, the producer responsibility organisations are required to declare to the French Minister for the Environment the nature, quantity and destination of the waste exported. A decree of the Conseil d'Etat (France) sets out the terms of this declaration."

Article L.541-10-7 of the French Environmental Code:

"The accreditation of a producer responsibility organisation is subject to the implementation of a financial mechanism intended to ensure, in the event of default by the producer responsibility organisation, the coverage of the costs mentioned in Article [L.541-10-2](#) borne by the public waste management service. In the event of default, the French Minister for the Environment may designate an accredited producer responsibility organisation for another sector so that the latter may bear the costs borne by the public waste management service by having access to the funds from the financial mechanism provided for this purpose.

The costs related to waste management operations supported by the producer responsibility organisation are also covered by the financial mechanism and by the payment mentioned in the first paragraph of this article in the event that said producer responsibility organisation is not the owner of the waste."

Article L.541-10-9 of the French Environmental Code:

"When a natural person or legal entity facilitates, through the use of an electronic interface such as a marketplace, platform, portal or similar system, remote sales or the delivery of products covered by the principle of extended producer responsibility on behalf of a third party, this person or entity is required to provide for or contribute to the prevention and management of waste resulting from it in accordance with the provisions of Articles [L.541-10](#) and [L.541-10-8](#).

However, the provisions of the first paragraph of this article do not apply where the natural person or legal entity has evidence that the third party has already fulfilled these obligations. In this case, it is required to record the corresponding supporting documents in a register made available to the administrative authority. The possession of a unique identifier issued for these products pursuant to Article [L.541-10-13](#) in respect of extended producer responsibility is deemed to constitute compliance by the third party with its obligations."

Article L.541-10-13 of the French Environmental Code:

"Producers subject to the principle of extended producer responsibility pursuant to Article [L.541-10](#) register with the administrative authority which issues them a unique identifier. Each year, they send the administrative authority the following for each category of products covered by this extended responsibility:

1° Proof of membership to a producer responsibility organisation or the creation of their own system;

2° Data on products placed on the market, including the rate of incorporation of recycled material into these products;

3° Data on the management of waste from these products, specifying, where applicable, the flow of materials;

4° Relevant data to monitor and determine quantitative and qualitative waste prevention and management objectives.

The producers concerned may carry out this transmission through their producer responsibility organisation.

The administrative authority publishes the list of registered producers as well as their unique identifier."

Article R.541-119 of the French Environmental Code:

"Any producer responsibility organisation draws up a standard contract for producers who wish to transfer their extended responsibility obligation to it, which provides in particular for:

1° The amount of the financial contributions referred to in Article [L.541-10-2](#), as well as the modulations provided for pursuant to Article [L.541-10-3](#);

2° The procedures for implementing the measures mentioned in the first paragraph of section III of Article [L.541-10](#) as well as the proposal to transmit without charge on their behalf the data listed in Article [L.541-10-13](#);

3° The obligation for the producer to pay the financial contribution to another designated accredited producer responsibility organisation in accordance with the procedures provided for in Article [L.541-10-7](#) in the cases of default mentioned in Article [R.541-124](#).

The producer responsibility organisation is required to contract with any producer who so requests, provided that the latter accepts the clauses of the standard contract.

For identical products, the contributions provided for in the pricing scale mentioned in 1° of this article are the same, regardless of where they are placed on the market within national territory. However, the producer responsibility organisation may decide that the financial contribution provided for in Article L.541-10-2 takes the form of a fixed amount for producers who market small quantities of products. In this case, it shall periodically ensure that this fixed amount covers the costs mentioned in the same article."

Article R.541-174 of the French Environmental Code:

"Any producer of products, whether established in France, in another Member State of the European Union or in a third country, may appoint a natural person or legal entity established in France as the representative responsible for ensuring compliance with its obligations relating to the extended producer responsibility regime. This person or entity is subrogated to all extended producer responsibility obligations for which it accepts the mandate.

When producers transfer their extended responsibility obligation to a producer responsibility organisation, the mandate agreement provides that the contributions and modulations provided for in application of articles [L.541-10-2](#) and [L.541-10-3](#) passed on by the representative to the producers concerned may not be subject to a reduction."

Article R.541-124 of the Environmental Code:

"The contract drawn up by the producer responsibility organisation pursuant to Article [R.541-123](#) provides that the amount guaranteed by the financial mechanism mentioned in Article [L.541-10-7](#) is sent to another accredited producer responsibility organisation designated under the conditions provided for in the same article, in the event of:

1° Discontinuation of the activity subject to accreditation, for any reason whatsoever, including if the accreditation is suspended or withdrawn;

2° Non-renewal of the accreditation on its expiry date, when the producers responsible for its governance neither set up a new producer responsibility organisation nor sign up to another accredited producer responsibility organisation on this expiry date.

The producer responsibility organisation is released from the obligation mentioned in Article L.541-10-7, in the event of non-renewal of its accreditation, within two months of its expiry. In the event of an unforeseen event likely to lead to a default by the producer responsibility organisation, the administrative authority may suspend the obligation referred to in Article L.541-10-7 for a period that may not exceed twelve months in order to enable it to ensure the continuity of its other extended responsibility obligations."

Article R.543-289 of the French Environmental Code:

"I.- For the application of 4° of L.541-10-1 and within the meaning of this section, the following definitions apply:

1° "Building products and materials": products and materials, including wall, floor and ceiling coverings, designed to be incorporated, installed or assembled permanently in a building or used for interior design linked to its use, located within the site parameter, including for vehicle parking, excluding products and materials only used for the duration of the worksite;

2° "Building": any immovable property as defined in 2° of Article L.111-1 of the French Building and Housing Code, regardless of its purpose;

3° "Building product and material waste": waste from building products and materials that is produced during the construction, renovation, maintenance or demolition operations of a building and improvements related to its use.

II. This section applies to building products or materials that fall into the following product and material categories:

1° Building products and materials made up mainly of minerals containing no glass, mineral wool or plaster, from the following families:

- a) Concrete and mortar or contributing to their preparation;
- b) Lime;
- c) Limestone, granite, sandstone and lava stone;
- d) Terracotta or raw earth;
- e) Slate;
- f) Bituminous mixture or mixture used in the preparation of bituminous mixture, excluding bituminous membranes;
- g) Aggregate, except those indicated in a and d;
- h) Ceramic;
- i) Building products and materials of mineral origin not listed in another family of this category.

2° Other building products and materials belonging to the following families:

- a) Building products and materials made up mainly of metal, except those indicated in d;
- b) Building products and materials made up mainly of wood, except those indicated in d;
- c) Mortars, coatings, paints, varnishes, resins, preparation and application products, including their containers, other than those mentioned in 7° of Article L.541-10-1;
- d) Glass joinery, glass walls and related building products;
- e) Plaster-based building products and materials, except those mentioned in c;
- f) Building products and materials made up mainly of plastic;
- g) Bituminous membrane-based building products and materials;
- h) Glass wool-based building products and materials;
- i) Rockwool-based building products and materials;
- j) Plant, animal or other building products or materials not listed in another family of this category.

An order from the French Minister for the Environment may specify the list of products concerned.

III.- The provisions set out in this section also apply to building product and material waste that were put up for sale or distributed before 1 January 2022, including those whose marketing was prohibited before that date.

IV.- The following are excluded from the scope of this section:

- 1° Excavated earth;
- 2° Industrial technical tools and equipment;
- 3° Basic nuclear installations as defined in Article L.593-2;
- 4° Funerary monuments."

Article R.543-290 of the French Environmental Code:

"For the application of this section, any natural person or legal entity that does the following in a professional capacity is considered a producer:

- either manufactures or has manufactured building products or materials that it makes available on the national market under its own name or its own brand for the purpose of being used by any person who carries out or has carried out by a third party construction or renovation works on national territory;
- either imports or introduces for the first time into the national market building products or materials intended for use on national territory.

In the event that building products or materials are made available on the market under the brand name of a reseller, the reseller is considered to be a producer."

Article R.543-290-2 of the French Environmental Code:

"Any producer responsibility organisation proposes that producers deduct from their financial contribution the portion corresponding to the building products or materials that they have sold and for which they are able to prove that these products or materials were used for construction purposes other than those covered by this section, such as the construction of civil engineering and public works structures so that the building products or materials used for the construction of civil engineering and public works structures are not taken into account in the basis for calculating the amount of the financial contribution.

To this end, the standard contract provided for under Article R.541-119 may include procedures for identifying products or materials for which the producer contributes to the prevention and management of product and material waste with the producer responsibility organisation to which it adheres."

Article R.543-290-3 of the French Environmental Code:

"The standard contract drawn up by the producer responsibility organisation in accordance with Article R.541-119 may provide that the producer specifies in its general terms and conditions of sale that the share of the unit cost it bears for waste management is passed on to the buyer without any possibility of reduction."

Article R.543-290-10 of the French Environmental Code:

"Producers who themselves carry out or organise, on their behalf, building product and material waste management operations that contribute to achieving the objectives set for the producer responsibility organisation may benefit from the deduction provided for in the third paragraph of section I of Article L.541-10-23. To calculate the amount of this deduction, the producer responsibility organisation complies with the conditions referred to in Article R.541-120."

APPENDIX 3: Online sign-up process and paperless communication

In order to sign the Contract electronically, the full name, email address and mobile phone number of the signatory will be requested. The telephone number will be used solely for two-factor authentication 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.

SPECIMEN

APPENDIX 4: CALENDAR OF DECLARATIONS AND PAYMENTS MENTIONED IN ARTICLE 6

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

Period of sales for the current 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 the following year (Y+1)
Payment	15 May	15 August	15 November	15 February of the following year (Y+1)

• **Calendar of declarations and payments for the annual schedule (Exemption)**

Period of sales for the current year (Y) ³	From 1 st January to 31 December
Declaration period ⁴	From 1 st to 31 January of the following year (Y+1)
Payment	15 February of the following year (Y+1)

• **By way of exception, invoices for late declarations (late sign-up or declarations) are payable upon receipt.**

SPECIMEN

APPENDIX 5: SCHEDULE OF DECLARATIONS AND PAYMENTS OF BONUSES REFERRED TO IN ARTICLE 7.1 AND 7.2

Notification of the value of the support	31 December of the previous year (Y-1) for the Euro-tonne figure for the current year (Y)
Declaration by the Member	<ul style="list-style-type: none"> • 01/07 Y on sales between 01/01 and 30/06 Y • 01/01 Y+1 on sales between 01/07 and 31/12 Y
Member audit	At the end of the declarations
Determination of the sum due	6-month notice period
Payment of support to the Member	45 days after receipt of the invoice

SPECIMEN

APPENDIX 6: AUDIT PROTOCOL

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

- An email is sent informing the Member of an upcoming audit;
- 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 what information and documents are required to conduct the audit;
- 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 report;
- Ecomaison sends the auditor's final 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, information system settings, invoicing conditions, etc.);
- Analysing the scope and implementation of the regulations as applicable in the Member's circumstances;
- Compliance check of the contribution declarations made by the Member with regard to its activity, in particular for the Marketplace Contractor, the list of Traders and the dates on which they have the Unique Identifier.

This inspection will involve, depending on the situation, 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 sales, 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 auditors 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 eco-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 products not subject to the Eco-fee**

The auditors shall review the list of references not included by the Member in its scope of the regulations, which it shall carry out on the basis of the breakdown by product references of the Member's activity.

- **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, commissioned by Ecomaison, ensures the correct application by the Member user of the Service for the incorporation of recycled raw materials in Building Products and Materials and declaration compliance.

SPECIMEN