

## General Terms and Conditions of Collection

### Ecomaison,

Simplified joint stock company with variable capital (*société par actions simplifiée à capital variable*), with a share capital of €291,000

Head office: 50 avenue Daumesnil, 75012 Paris, FRANCE

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

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

### Definitions:

Whenever they are used in the General Terms and Conditions of Collection (hereinafter the "GTCC"), the following capitalised terms shall have the meanings defined below:

**Drop-Off Slip:** refers to a one-off authorisation to access a Collection Point.

**PRO Card:** refers to the card for accessing a PRO drop-off point listed and geolocated on the website and in the IS.

**Collection:** refers to any operation to collect Used Products with a view to transporting them to an appropriate facility for reuse, repurposing, sorting or treatment of Used Products and/or Waste.

**Shared Collection:** refers, on the one hand, to the Container collection service used by a User on its own behalf and on behalf of other Users when the latter are unable to have their own collection point. A user subject to the 1:1 or 1:0 take-back obligation under the regulations is obliged to participate in Shared Collection as a Local Collection Point.

**Container(s):** refers to the skips, pallet boxes or any other container made available to the User by Ecomaison and adapted to the Used Products taken back by the User.

**Special Conditions:** refers to the information entered by the User in the IS, as well as the practical and personalised terms and conditions for carrying out the Service (e.g. agreed times, tonnages, site accessibility, etc.).

**Special Channel Conditions:** refers to all the information specific to the collection services dedicated to one of the channels for which Ecomaison is approved.

**Ecomaison Membership Contract:** contract signed by Marketers to comply with regulations concerning the end-of-life of products by declaring their marketed products.

**Waste:** any substance or object, or more generally any movable property covered by one of the channels for which Ecomaison is concerned, which the holder disposes of or intends to be obliged to dispose of, in accordance with the provisions of article L541-1-1 of the French Environment Code.

**Non-Compliant Waste:** refers to Waste other than that managed by Ecomaison within the context of its approvals.

**Distributor:** means any Person having a physical point of sale for Products, subject to the take-back obligation as defined in articles L541-10-8, R541-158 to R541-165 and R541-169 of the French Environment Code and to the obligation to communicate about the Dedicated Repair Fund as defined in article R541-151 of the same code. It forms part of the

certificates used to calculate the financial support described in article 1.6 of the GTCC.

**Dedicated Repair Fund:** in accordance with article L541-10-4 of the French Environment Code, Ecomaison contributes to the financing of repairs carried out by approved repairers of products for which it is approved and for which a Dedicated Repair Fund has been created. Thus, when the User is also a Distributor of products covered by a Dedicated Repair Fund, it informs the consumer in a visible, legible and easily accessible manner of the minimum share of repair funding.

**Marketer:** indicates the producer in the regulatory sense.

**1:1 and 1:0 Take-Back Obligation:** obligation for Distributors to take back used products under the conditions defined in article R541-160 of the French Environment Code.

**Management Operator:** refers to companies whose activity is the collection and treatment of Waste or Used Products, and in particular, the Waste and Used Products managed by Ecomaison within the framework of its approvals.

**Empty Run:** refers to the situation in which the Service Provider travels to a Collection Point or Local Collection Point and is unable to take charge of the Waste or Used Products due to i) the absence of a flow of Waste or Used Products or an insufficient flow at the Collection Point or Local Collection Point; ii) the inaccessibility of the Collection Point or Local Collection Point; iii) the mixing of Waste or Used Products with other Waste or Used Products for which Ecomaison is not authorised, in violation of the Sorting Rules; iv) the absence of the User or their representative at the time the Service Provider arrives for collection. An Empty Run will result in a flat-rate charge in accordance with article 21.

**Marketplace:** refers to any person facilitating the sale of products through the use of an electronic interface subject to the take-back obligation as defined in articles L541-10-8, R541-158 to R541-165 and R541-169 of the Environment Code.

**PRO Drop-Off Points:** refers to the Collection Points with which Ecomaison has concluded a contract with a view, in particular, to allowing Users who are holders of a PRO Card and a Drop-Off Slip to drop off their Waste or Used Products.

**Collection Point:** refers to the locations identified by the User, evidenced by an address and meeting the technical characteristics required to implement the Collection Services.

**Local Collection Point:** means the locations identified by Users, evidenced by an address and meeting the technical characteristics for implementing the take-back obligation defined under the AGECE Act and Decree 2020-1455 of 27 November 2020, in order to enable private individuals to deposit their Used Products and Waste.

**Service Provider:** refers to the Service Providers or Partners of the Social and Solidarity Economy that Ecomaison calls upon to carry out the Collection Services, as defined below, and more specifically for the provision of Containers, the Collection of Waste or Used Products or the management of PRO Drop-Off Points.

**Used Products:** Products which have already been used by their previous owner(s) and which are handed over to the Distributor.

**Non-Reusable Used Products:** Used products for which Ecomaison manages collection, Repurposing or recycling.

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**Reusable Used Products:** Products for which Ecomaison organises reuse.

**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;

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

**Sorting Rule(s):** refers to all the instructions for sorting Waste or Used Products laid down by the regulations and Ecomaison, enabling Waste or Used Products to be separated and conserved, by category, according to their type and nature.

**Recovery:** means the take-back which is the subject of the obligation imposed on Distributors and other persons who facilitate the sale of products through the use of an electronic interface and as defined in Articles L541-10-8, R541-158 to R541-165 and R541-169 of the French Environment Code.

**Delayed Loading:** refers to the situation where, due to the lateness or absence of the User or its representative at the Collection Point on the day and at the time agreed with the Service Provider for the collection of the Waste or Used Products or due to any other situation attributable to the User, the loading of the Waste or Used Products requires more time than the usual maximum of one (1) hour. Any delay in loading will incur a flat-rate charge in accordance with article 21.

**Collection Services:** refers to all the services made available to the User by Ecomaison to collect Waste or Used Products, such as Containers, the PRO Card, etc.

**IS:** refers to the Ecomaison Information System.

**User(s):** refers to all natural or legal persons holding Waste, within the meaning of article L541-1-1 of the French Environment Code, or holding Used Products, excluding Waste Management Operators.

Unless otherwise stipulated:

- The singular includes the plural and vice versa;
- Any word or expression defined above must be understood in this sense, regardless of its grammatical form.

Ecomaison deploys Collection Services for its Users, without additional invoicing, and for their consumer customers in order to assist them in setting up resources and services aimed at reducing the environmental impact of used Products.

Every year, Ecomaison may freely modify, add to or withdraw the Collection Services, as per the conditions set out in Article 20 of the GTCC.

The services offered enable Distributor Users and Marketplaces to meet their obligations to collect Used Products as defined by the regulations.

For each of the Services subscribed to, the User hereby declares that it is aware of and expressly accepts the Special Conditions, procedures and technical sheets for the Service, made available in the IS for the said Services. As such, the User may under no circumstances hold Ecomaison responsible for any damage of any kind resulting from one of the Services detailed below. The User retains sole responsibility for its use of these Services and their results and potential consequences, with Ecomaison accepting no liability in this respect.

#### Title I - Collection services offered to the User

#### Article 1 Provision free of charge of one or more suitable Container(s) for the collection of Waste or Non-Reusable Used Products sorted by type and/or one or more suitable Container(s) for the collection of Reusable Used Products.

Ecomaison undertakes to provide the User with one or more appropriate Container(s) for the used Products taken back and to take charge, free of charge, of the collection of the Container(s) and the recovery of the Waste. Ecomaison cannot be held responsible if the User subject to the take-back obligation refuses the offer of Container(s) proposed by Ecomaison.

1 When the User wishes to subscribe to this Service, it must:

- Have a space that guarantees the safety and the absence of deterioration both of the Container(s) made available by Ecomaison and of the Waste or Used Products it/they contains/contain);
- Guarantee that only sorted Waste or Used Products, excluding packaging, will be deposited in the corresponding Container(s) in accordance with the Ecomaison Sorting Rules;
- Ensure that the Container(s) is (are) correctly looked after while present at the collection point, and take responsibility for filling it (them) under its sole direction;
- Refrain, without the written agreement of Ecomaison, from transferring to third parties Waste or Used Products taken back by Ecomaison. This provision does not apply to the resale of second-hand products.

In the event of non-compliance with the collection conditions, Ecomaison reserves the right to withdraw the Container(s) under the conditions set out in article 21.

2 This Service will be implemented once the Collection Point or Points have been designated by the User to Ecomaison.

Within a period of 4 (four) weeks at the latest after the designation of the Collection Point, Ecomaison will make available to the User, free of charge, according to its needs, one or more Containers suitable for storing the Waste or Used Products concerned.

The collection times for Containers are defined in a corresponding technical data sheet in the IS.

3 The User undertakes to load the Container(s) in the best possible way in order to deposit the maximum amount of Waste or Used Products and to avoid empty spaces.

The User will comply with the general principle of optimising Collections and will only be entitled to collect Waste and Used Products when the Container(s) has/have reached an 85% fill rate. Failing this, the Service Provider's visit may be considered as an Empty Run and the provisions of article 21 of these GTCC may be applied. Under these conditions, the Waste or Used Products made available by the User in the Containers provided for this purpose will be collected in accordance with the collection request made by the User in the IS and within the timeframes defined in the corresponding data sheet.

The arrangements for collection from the Collection Point, such as the time slot or the implementation of any regulatory obligations, are determined directly between the Service Provider and the User.

The User or its representative must be present when the Waste or Used Products are collected. If the contents of one or more Container(s) clearly and significantly do not comply with the conditions of transport, the Service Provider may refuse to collect the Container(s).

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4 Prior to taking charge of the Container(s), the Service Provider will carry out the pre-transport checks required by the provisions of the regulations governing the transport of goods (in particular: completion of the transport documents, visual inspection of the load, suitability of the load for safe transport on public roads, verification of the Maximum Authorised Weight, etc.).

For any collection, a specific slip is filled in before departure by the Ecomaison Service Provider and must be signed by the User at the Collection Point. These transport documents meet regulatory traceability requirements and are used to record the tonnage collected. Where applicable, it can be used to record any reservations expressed by the parties when taking delivery of the Container(s), and in particular any non-conformities.

5 Used Products held by the User are collected, grouped together selectively and stored by the User at Collection Points.

The User freely chooses and designates under its sole responsibility to Ecomaison its Collection Point(s).

To be able to benefit from the Service, the User must prove that its Collection Point(s) is (are) secure, either on a fenced site or under video surveillance, and guarantees the good condition of both the Container(s) and the Waste or Used Products contained therein, and that the Collection Point(s) is (are) easily accessible to the Service Provider responsible for the Collection and transport of the Waste or Used Products.

Ecomaison agrees in advance to collect the Waste or Used Products from these Collection Points, with no ceiling on the volumes collected, provided that they are made available in accordance with the technical conditions defined in the previous paragraph.

The management of the Collection Point(s) is the sole responsibility of the User, who may decide to inform Ecomaison in advance, which will grant its approval, to:

- Share access to the Collection Points with other Users and/or their customers ("Shared Collection").
- Consolidate or transfer one Collection Point to another,
- Inactivate it in the event of permanent closure (e.g. closure or sale of a shop, cessation of activity, transfer, etc.) or major works, without transferring the Products to another Collection Point.

All operations relating to the Collection Points are carried out by the User via the dedicated IS. The User undertakes to provide all the information requested by Ecomaison in order to receive the services most appropriate to its needs and, in particular, to specify its sales area dedicated to the Products.

However, information on the Ecomaison IS about take-back obligations does not constitute a discharge of those obligations from the Distributor Users or Marketplace to Ecomaison.

By subscribing to this Service, the User expressly accepts that its Establishment(s) with one or more Container(s) will appear in the geolocated collection solutions set up by Ecomaison. As such, purely for the purposes of the geolocated collection solutions and solely for the duration of the contractual relationship, the User grants Ecomaison the non-exclusive right to reproduce and use its brand names and logos.

## 6 Ownership and maintenance of the Container(s)

The Container(s) remain the property of the Service Provider used by Ecomaison to make it (them) available at the Collection Point. The User ensures that it (they) is (are) correctly looked after while present at the Collection Point and takes responsibility for filling it (them) under its sole direction. The Container(s) may not be moved by anyone other than the Service Provider. It is the User's responsibility to safeguard the Container(s) against the risks and consequences of any potential degradation.

In the case of Shared Collection, management of the conditions of access to the Container(s) and the methods of control will be the responsibility of the User who holds the Container(s). The latter will remain the sole guarantor of the good condition of the Container(s) and the conformity of the Waste or Used Products contained therein. He will be the sole contact for Ecomaison and its Service Provider. The User will be able to restrict, suspend or stop this sharing. The User must provide the sharing options in the IS. Any modification will be effective upon validation by Ecomaison within a maximum period of two (2) months. Ecomaison will communicate these changes to the beneficiaries of Shared Collection by any appropriate means.

Under no circumstances may Users of this service allow private individuals direct access to the Container(s).

## Article 2 Ad Hoc Collection

### 1 Conditions of access to the Ad Hoc Collection service

According to the conditions defined hereafter, the User may request from Ecomaison the occasional removal of its Waste or Used Products, if it guarantees a minimum volume of Waste or Used Products per collection.

The User may claim the Service offered by Ecomaison if the latter guarantees a minimum volume of 20 m³ of Waste or Used Products per collection.

### 2 Identification of Ad Hoc Collection points

The Waste or Used Products produced by the User within the context of its activity are collected, selectively grouped together and stored by the User at locations under its control, referred to as its "ad hoc Collection Points".

The User designates under its sole responsibility to Ecomaison the ad hoc Collection Point, which must be accessible with the handling equipment used for removal and guarantee the protection of the Waste and Used Products from any deterioration by third parties.

### 3 Designation of the Service

The Service can only be set up once the request form in the IS has been duly completed and the Collection Point has been designated by the User to Ecomaison.

This collection request must indicate in particular:

- The categories of Waste or Used Products to be handled,
- Their volume or quantity,
- The expected date of installation and removal,
- The exact address of the ad hoc Collection Point and how to get there.

The Service does not include the dismantling and handling of Waste or Used Products prior to their removal.

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The terms and conditions of collection from the ad hoc Collection Point, such as the time slot or the implementation of any regulatory obligations, are determined directly between the Service Provider and the User. The User or its representative must be present when the Waste or Used Products are collected.

The Service Provider will carry out the pre-transport checks required by the provisions of the regulations governing the transport of goods (in particular: completion of the transport documents, visual check of the load, suitability of the load for safe transport on public roads, verification of the Maximum Authorised Weight, road occupation permit, etc.).

In the event that the contents of one or more Containers clearly and significantly do not comply with the declaration made by the User in the IS, the Service Provider may demand that the Container(s) be emptied or refuse to remove the Container(s).

Before the Waste or Used Products are dispatched, the transport documents presented by the Service Provider are filled in by the Service Provider and signed by the User at the ad hoc Collection Point.

### **Article 3 Free access to voluntary drop-off points**

#### **1 PRO Card and Drop-Off Slip**

The User or its Waste or Used Product Management Operator, provided that the latter is referenced with Ecomaison, within the framework of ad hoc contract procedures, may request access to the PRO Drop-Off Points from Ecomaison for the Waste or Used Products that it holds, under the conditions defined in this section, provided that it has obtained a "PRO Card" or a Drop-Off Slip giving it access to the Service.

All requests for a PRO Card are made in the IS using the form provided. The PRO Card is non-transferrable and valid for one calendar year, and is exclusively reserved for the drop-off of Waste or Used Products covered by one of Ecomaison's approvals. It can be renewed annually at the User's request in the IS.

Users who wish to have exceptional access to a PRO Access Point may apply for a Drop-Off Slip in the IS using the form provided for this purpose. The Drop-Off Slip issued by Ecomaison refers specifically to:

- The PRO Drop-Off Point to which the User may have access,
- The drop-off period,
- The estimated quantity.

When entering a PRO Drop-Off Point, the User presents its PRO Card or the Drop-Off Slip, the number of which will be recorded by the Service Provider. When Waste or Used Products are deposited at the PRO Drop-Off Points, they will be weighed by the Service Provider.

The User undertakes to comply with the safety rules of the PRO Drop-Off Point (in particular: personal protective equipment, signature of a safety protocol, traffic rules on the site, etc.). Failing this, the manager of the PRO Drop-Off Point may either prohibit access to the point or exclude the customer from the PRO Drop-Off Point.

The unloading of Waste or Used Products is the responsibility of the User and takes place in the area designated for this purpose.

In the event of improper use of the PRO Card or the Drop-Off Slip, the rights will be withdrawn from the User, who must return the said Card to Ecomaison without delay and may be refused future access to the Service.

### **2 Identification of PRO Drop-off Points**

Ecomaison makes available, on its website and in the IS, the list of geolocated PRO Drop-Off Points where the User can drop off its Waste or Used Products.

### **3 Responsibilities**

Transport, unloading and, more generally, all operations relating to Waste or Used Products deposited by Users holding a PRO Card or a Drop-Off Slip at one of the PRO Drop-Off Points are carried out under their sole and exclusive responsibility.

### **Article 4 Local Collection Point**

#### **1 Conditions of use of the Local Collection Point service**

Ecomaison references a network of Local Collection Points and gives access to Users' customers. Ecomaison also provides Users with a list of Local Collection Points and the flows accepted by these Points.

The User of the service will contact Ecomaison to obtain the list of Local Collection Points organised by Ecomaison as well as the conditions for receiving private individuals (access conditions, opening hours, accepted flows).

With regard to the constraints of proximity, or immediate proximity, defined by the regulations in force, the service User will register its request to use a Local Collection Point on the Ecomaison IS. The User is solely responsible for assessing the proximity of the collection point in terms of the applicable regulations.

The User of the service will receive validation or refusal of use of this service by Ecomaison within one month. This validation period allows Ecomaison to check with the Local Collection Point concerned that it accepts and has the operational capacity to receive additional flows.

Once validated, the User of the service will be able to inform its customers of this collection solution within the framework of the regulations in force. It will be responsible for ensuring that the access conditions indicated by the Local Collection Point are properly communicated.

In the event of the closure of a Local Collection Point, the service User will be informed one (1) month before the service is discontinued. This period will allow the company to adjust its organisation in line with current regulations.

#### **2 Conditions for managing a local collection point**

Either the Local Collection Points are managed by Service Providers or Partners under contract with Ecomaison.

Or a Local Collection Point resulting from a Shared Collection is managed under the conditions specified in article 1.1.5 of this document.

### **Article 5 Traceability**

The User may ask Ecomaison to register its transport or Waste or Used Product service provider so that it can deliver its Waste or Used Products to Ecomaison as an outlet.

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The User also undertakes to transmit traceability information under the conditions defined in the Special Terms and Conditions and/or in the Technical Data Sheets.

## **TITLE II: TERMS AND CONDITIONS COMMON TO ALL SERVICES**

### **Article 6 Scope of the GTCC**

The Services apply to the territorial Scope, within the limits of the Collection and treatment solutions available in each of the territories concerned.

### **Article 7 Independence of the Special Terms and Conditions**

1 Each of the Services defined in these GTCC and future GTCCs is independent of the others.

2 The GTCC, the procedures and the technical specifications for all the Services are available in the IS.

### **Article 8 Transfer of ownership of Waste or Used Products and responsibilities**

The transfer of ownership of the Waste or Used Products, and of the risks attached thereto, between the User and Ecomaison takes place when the vehicle collecting the Waste or Used Products is loaded at the Collection Point.

If the conditions defined in this article are not met, the provisions of article 20 will apply.

### **Article 9: Commitments by the User**

The User undertakes to respect the stipulations of the GTCC and in particular the free delivery to Ecomaison of Waste or Used Products when they are collected by the Service Provider. It undertakes to provide Ecomaison with all information useful for the operational implementation of the Services. In the event of erroneous declarations that do not allow the Service to be carried out normally or make its execution more complex, a penalty may be applied under the conditions set out in Article 18.

The User undertakes to inform Ecomaison or, where possible, to update directly its information in the IS, within one month of any significant modification concerning its activity and/or legal information (change of registered office, representative, corporate form, merger, absorption, etc.) as well as the address(es) of establishments with one or more Containers.

### **Article 10: Ecomaison's commitments**

Ecomaison undertakes to respect the stipulations of the GTCC and, in particular, to provide the Services in order, by this means, to implement the recovery of the Waste or Used Products thus collected, in accordance with its approval specifications.

Each year, Ecomaison will provide the User with a report on the Service.

### **Article 11: Use of subcontractors**

Each Party undertakes to use only subcontractors who are aware of their obligations under the French Environment Code.

The Party that uses a subcontractor must ensure that the subcontractor undertakes to comply with the GTCC and provides a guarantee to the other Party that the subcontractor will comply with the GTCC.

Each Party shall be solely responsible for the acts and actions of its subcontractors and may not under any circumstances limit its liability to the other Party in the event of fault or negligence on the part of one of its subcontractors.

Each Party undertakes to settle any disputes with its subcontractors directly without involving the other Party and guarantees the latter against any direct action brought against it by the subcontractors.

Ecomaison undertakes to use only authorised Service Providers for the collection, transport and treatment of Waste or Used Products.

Generally speaking, Ecomaison disclaims all liability in the event that the User decides not to make available to Ecomaison the Waste or Used Products that it holds and/or has recourse to third parties who do not have the necessary authorisations and approvals for the activities of Collection, transport and treatment of Waste or Used Products.

### **Article 12: Transfer of Waste or Used Products by the User to third parties**

The User shall not, without the prior written consent of Ecomaison, transfer to third parties Waste or Used Products that it has taken back. This provision does not apply to the resale of second-hand products.

### **Article 13: Special conditions for financial support**

The User of the Service may benefit from financial support from Ecomaison. In December of year N-1, Ecomaison informs the User in the IS of the establishment of financial support and the amount of said financial support in year N.

Service users carrying out Shared Collection will receive a bonus on the support paid to them.

At the end of each calendar month, the User can track the quantities of Waste or Used Products collected per Collection Point in the IS, based on the information recorded in the IS by the Service Provider following each weighing operation.

The tonnage collected is calculated to determine the financial support only using the metrologically approved weighing equipment of the service provider responsible for receiving the Waste or Used Products at the sorting centre, or by calculation using load charts for certain players collecting Used Products.

The statement(s) of tonnages of Waste or Used Products removed by Ecomaison will be invoiced annually, at the end of the calendar year, by the User to Ecomaison, according to the financial support scale notified in the IS. Only tonnes that comply with the collection conditions will be eligible for financial support. The User will lose its right to financial support if it has not issued and sent Ecomaison a corresponding invoice by 30 June of year N+1 at the latest. Ecomaison will only pay support by bank transfer and according to the bank details provided by the User within 60 days of the invoice date.

### **Article 14: Rebates**

When the User is also a Marketer and has an Ecomaison Membership Contract, it may benefit from a reduction in the financial contributions it must pay to Ecomaison when it carries out waste management operations itself or organises them on its behalf.

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The conditions for applying the Rebate are defined in the corresponding technical data sheet.

#### Article 15: Force majeure

Events of force majeure are deemed to be those which are unforeseeable, insurmountable and external, making it impossible to perform the commitments entered into by the Parties in the context of the Services and the GTCC. Strikes or shortages of personnel by one of the Parties or its subcontractors, or their holidays and temporary stoppages, are normal contingencies that are the responsibility of that Party and do not constitute events of force majeure.

The Party invoking force majeure must inform the other, by any means followed by confirmation by recorded delivery, as soon as possible. The Parties must then meet to consider the consequences of the situation and endeavour to reach an acceptable solution to enable the fulfilment of their respective commitments. Failing agreement between the Parties within one month of receipt of the aforementioned registered letter, the Service affected by force majeure will be terminated.

#### Article 16: Information and communication

Ecomaison undertakes to assist the User if the latter so requests, by making available free of charge advertising material concerning the Services, of which Ecomaison owns the proprietary rights (logos, posters, etc.). Ecomaison will grant a non-exclusive and free right of use on this material, for the duration of the Service concerned.

Ecomaison will make the material available to the User in electronic format. Ecomaison guarantees the User against any recourse by third parties with regard to the material thus provided.

The User undertakes not to use the materials provided by Ecomaison in any other context and not to modify them or provide them to third parties without the prior written consent of Ecomaison.

#### Article 17: Data confidentiality

1 - The Parties undertake to maintain the confidentiality of the terms and conditions of the GTCC as well as of any documents, information or data of which they have or may have become aware by any means whatsoever in connection with the Services, and not to disclose them to any third party without the prior written consent of the other Party, this undertaking superseding any previous undertaking entered into by the Parties on the same subject.

The Parties undertake to comply strictly with this confidentiality obligation throughout the duration of the Services and for a period of three (3) years following its termination or cancellation for any reason whatsoever.

2 - As an exception to the foregoing, the GTCC and any information exchanged by the Parties may be communicated to any person authorised to certify the Parties' accounts or to audit the accounts, and to the Parties' lawyers with a view to ensuring their execution.

3 - In the same way, notwithstanding the foregoing, it is expressly agreed between the Parties that Ecomaison may transmit to third parties all useful information for statistical or control purposes in compliance with the legal and regulatory conditions in force.

#### Article 18: Effective date and duration of application of the GTCC

1 - The GTCC are applicable for a period of one calendar year from the date of signature. Therefore, if the GTCC are signed during the course of the year, they shall remain in force for the rest of the calendar year until 31 December, or until the end of Ecomaison's period of accreditation, whichever is sooner.

The GTCC will then be renewed by tacit agreement for each new calendar year, or until the end of Ecomaison's period of accreditation, whichever is sooner.

For the purposes of this article, Ecomaison's approval expires when the approval in force on the day the Service is subscribed to has expired:

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

It follows from the foregoing that in the event of renewal of approval, the GTCC will remain in force, notwithstanding the possibility for Ecomaison to propose modification in accordance with article 14.3 of the GTCC.

2 - In the event of modification of the GTCC by Ecomaison, the User may terminate the present contract without penalty and without notice, up to a period of one month after the entry into force of the modification, unless the User has already accepted the said modifications. Failure to give notice of termination shall be deemed to constitute acceptance by the User of the aforementioned changes.

3 - A User who loses their status as a Marketer may continue to benefit from these terms and conditions if they remain subject to a take-back obligation under the regulations.

4 - A User benefiting from collection services for Used Products and/or Waste from different channels for which Ecomaison is approved and who no longer collects Used Products and/or Waste from one or more channel(s) remains subject to the present terms and conditions for the collection of Used Products and/or Waste remaining collected.

#### Article 19: Personal data

The terms "Data Controller", "Personal Data", "Processing", "Data Subjects" and "Purposes" shall have the meaning given to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and Law no. 78-17 of 6 January 1978 as amended, known as the French Data Protection Act, (hereinafter together the "Legislation in Force on the Protection of Personal Data").

The Parties acknowledge that Ecomaison is solely responsible for its own processing. Ecomaison declares that the processing for it carries out complies with the requirements of the GDPR. Consequently, Ecomaison will be solely responsible with regard to individuals whose personal data is collected and processed, in particular for informing them and exercising their rights under the GDPR (right of access, rectification, deletion, etc.).

Ecomaison guarantees the User in the event of any claim or dispute relating to the processing of this data. Furthermore, the User will cooperate in good faith, and in particular, undertakes to transmit as soon as possible any request that it receives but which is intended for Ecomaison.

In the context of the execution of the present contract, Ecomaison is required to collect and process Personal Data concerning certain employees of the User in order to enable it

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to manage the contractual relationship (including the management and follow-up of the contractual relationship, invoices, accounting), and more generally the management of operations enabling it to communicate with Ecomaison. The Processing carried out in this context is based on the performance of the present contract and compliance with its legal obligations by Ecomaison. The Personal Data collected and processed in this context and associated with the User will be kept for the duration of the contractual relationship and for the duration of the applicable statute of limitations. The Personal Data collected and processed will not be transferred outside the European Economic Area but may be communicated to third-party service providers to carry out hosting, storage, communication, database management or IT maintenance services.

The User's employees have, within the limits of the Legislation in Force on the Protection of Personal Data, a right of access, rectification, portability and deletion of the Personal Data concerning them and a right to restrict the Processing. The User's staff also have the right to send Ecomaison special instructions regarding the handling of their data after their death. To exercise these rights, the User's employees may send a request by post to Ecomaison 50 avenue Daumesnil - 75012 Paris. If the User's employees believe, after having contacted Ecomaison, that their rights with regard to their data have not been respected, they may lodge a complaint with the CNIL.

#### **Article 20: Termination and cancellation of the GTCC**

1 - The GTCC will be automatically terminated in the event that Ecomaison's approval is definitively withdrawn.

2 - The Parties may each prevent the tacit renewal of the GTCC by sending a registered letter to the other Party two (2) months before its expiry, i.e. by 31 October of year N at the latest.

3 - The GTCC may be terminated by either Party in the event of the other Party failing to comply with any of its contractual obligations and failing to remedy such non-compliance within thirty (30) calendar days of formal notice being served by registered letter to the other Party to which no response has been received.

4 - Notwithstanding the above, Ecomaison may terminate any of the Services or the GTCC without prior notice in the event of:

- Significant discrepancy between the volume/tonnage of Waste or Used Products declared by the User and that actually collected, for the Services defined in article 1;
- Failure to sort Waste or Used Products;
- Lack of declaration regarding the absence of Pathogenic Agents in Used Professional Bedding;
- Fraudulent use by the User of a PRO Card and/or material made available by Ecomaison under article 2 hereof.

Termination will be notified by registered letter and will take effect from the first presentation of the letter.

5 - Each Party shall bear all costs and expenses incurred by it in application of the GTCC and for its termination.

#### **Article 21: Free nature of the services and failure to comply with the GTCC**

1 - The Services are provided free of charge by Ecomaison as long as the conditions of execution of the said Services defined in the GTCC are respected by the User.

2 - In the event of non-compliance with the GTCC, Ecomaison may charge the User the following penalties:

- Empty Run: fixed charge of €150 excluding VAT,
- Waste or Used Products that do not comply with Appendix 1: the entire tonnage – including the Waste or Used Products, taking into account the soiling caused by the Non-Compliant Waste or Used Products – will be invoiced at a flat rate of €80 excluding VAT per tonne,
- Delayed Loading: fixed charge of €150 excluding VAT,
- Damage to the Container(s) observed by both parties: repairs or replacement of the Container(s) will be billed in euros,
- Communication of inaccurate or erroneous information relating to the operational implementation of the Collection: fixed fee of €150 excluding VAT.

3 - In addition to the billing described above, Ecomaison may terminate the GTCC under the conditions of article 21.

#### **Article 22: Settlement of disputes**

The GTCC are governed by French law.

Before taking any legal action, the Parties shall seek, in good faith, to settle amicably any disputes relating to the validity, conclusion, performance, interpretation or termination of the GTCC. As such, in the thirty (30) calendar days following the initial notification of a disagreement by one Party, by registered letter with request for acknowledgement of receipt, both Parties shall endeavour to find an amicable solution to the disagreement. Should they fail to reach an agreement within this time, the Parties shall take all necessary action, including legal proceedings, to defend their interests.

In the absence of an amicable agreement, the dispute will be submitted to the Commercial Court of Ecomaison's head office, which will have sole jurisdiction.

#### **Article 23: Insurance**

The Parties declare that they are regularly insured with a reputable and solvent company for damage caused by them and their employees in connection with the Services.

#### **Article 24: Limitation of Ecomaison's liability**

Under no circumstances shall Ecomaison be held liable for any indirect or consequential damages suffered by the User or third parties in connection with the performance of the GTCC.

In the event that Ecomaison is held liable, under the conditions of common law and subject to the aforementioned reservation, this liability will, in any event, be limited to a maximum amount of 20,000 (twenty thousand) euros.

#### **Article 25: 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 GTCC, 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

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either Party must, in order to be considered valid, be presented in writing to the other Party.

**Article 26: Autonomous applicability of contractual provisions**

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

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