

Channel-Specific Special Terms and Conditions of Membership for Construction and Building Products and Materials.

Additional definitions:

Construction and Building Products and Materials Accreditation: This Accreditation is defined in Articles L.541-10, L.541-10-1 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.

Technical Specifications for Accreditation: the technical specifications of accreditation defined in the ministerial decree regarding the accreditation procedure and including technical specifications for eco-organisations in the Construction and Building Products and Materials sector, in accordance with Articles L. 541-10, L.541-10-1 4° and R. 543-288 et seq. of the Environment Code (Order of 10 June 2022 and all subsequent amendments, containing specifications for producer responsibility organisations, individual systems and coordinating bodies of the Extended Producer Responsibility approach for Construction and Building Products and Materials).

Construction and Building Products and Materials: construction and building sector products or materials intended for households or professionals, 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.

Preamble and purpose

These Channel-Specific Special Terms and Conditions of Membership for Construction and Building Products and Materials govern the relationship between Ecomaison and the Contracting Party with regard to the Construction and Building Products and Materials channel, for which Ecomaison holds an Accreditation.

The rules specific to Construction and Building Products and Materials contained in these Channel-Specific Special Terms and Conditions of Membership for Construction and Building Products and Materials supplement the rules contained in the General Terms and Conditions of Membership, which together are applicable to the Parties under the Contract.

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

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

Capitalised terms, if not specifically defined in these Channel-Specific Special Terms and Conditions of Membership for Construction and Building Products and Materials, refer to the terms as defined in the General Terms and Conditions of Membership.

1. Scope of application for Building Products and Materials

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

2. Dispensation from the principle of declarations

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.

3. Basis and applicability of Eco-fees

The following are deducted from the basis of calculation of the Eco-fees payable:

- 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.

4. 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 marketer and to inform successive buyers that this eco-fee, already paid by the marketer, 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."

5. List of appendices

Appendix 1: PRESENTATION OF SCOPE: non-exhaustive list of Construction and Building Products and Materials

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Notice concerning the scope of the extended producer responsibility scheme for construction and building products and materials NOR: TREP2232096V

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