

Channel-Specific Special Terms and Conditions of Membership for TOYS

Additional definitions

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

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

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

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

Preamble and purpose

These Channel-Specific Special Terms and Conditions for TOYS govern the relationship between Ecomaison and the Contracting Party with regard to the TOYS channel, for which Ecomaison holds an Accreditation.

The rules specific to TOYS contained in these Channel-Specific Special Terms and Conditions for TOYS 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 these Channel-Specific Special Terms and Conditions of Membership for TOYS and the General Terms and Conditions of Membership, the Channel-Specific Special Terms and Conditions of Membership for TOYS 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 TOYS, 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 TOYS, refer to the terms as defined in the General Terms and Conditions of Membership.

1. Scope of Application for TOYS

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

2. Ecomaison's commitment

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

3. The Contracting Party's commitments

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

4. Basis and applicability of Eco-fees

The following are deducted from the basis of calculation of the Eco-fees payable: TOYS exported by the Member or by a customer of the Member and which have been declared by one or the other to Ecomaison, in compliance with Appendix 2.

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

5. List of appendices:

Appendix 1: Presentation of scope: non-exhaustive list of Toys.

Appendix 2: Export declaration

Appendix 3: Identification of the marketer

APPENDIX 1: PRESENTATION OF SCOPE: non-exhaustive list of TOYS

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

Code	Category	Code	Product type	Product example
31	Toys	201	Action figures and accessories	Collectible figures
				Action figures
				Combat toys/figures and play environments
		202	Construction sets & accessories	Play environments for action figures & accessories
				Junior construction sets
		203	Baby dolls/dolls & accessories	Standard construction sets
				Fashion doll accessories
				Other accessories for baby dolls
				Large dolls and accessories
				Doll house and furniture
				Baby doll carriers
				Themed and/or collectible dolls
				Ornamental and collectible dolls for adults
				Fashion dolls
				Interactive baby dolls
				Traditional baby dolls
				Fashion doll clothes
		204	Plush toys & accessories	Baby doll clothes
				Puppet scenery
				Puppets
Finger puppets				
Traditional plush toys				
Figurines / accessories for babies / toddlers				
Figurines / games and accessories for preschoolers				
Rattles				
Preschool musical instruments				
Role-playing games				
Kitchen/supermarket role-playing games				
Pre-school walking and growing toys				
Bath toys				

31	Toys	205	Infant and preschool toys & accessories	Preschool educational toys
				Mobiles
				Plush toys for babies
		206	Miniature vehicles & accessories	Non-motorised aeroplanes/boats
				Non-motorised trucks
				Vehicle figures
				Mini-vehicles
				Play environments for vehicles & accessories
				Friction-powered vehicles
				Finger-propelled vehicles & accessories
				Non-motorised cars
		207	Creative play toys & accessories	Diamond canvas
				"DIY toolbox" creative kits
				Sculpture material kits
				Modelling sets
				Tasting games
Writing sets				
Sequin art sets				
208	Exploration toys and other toys & accessories	Balloons		
		Collectible cards/stickers (excluding strategy games)		
		Costumes		
		Decorations and figures		
		Cosmetics sets		
		Practical jokes		
		Musical instruments		
		Magic sets		
Science sets				
32	Outdoor games	209	Pedal ride-on toys & accessories	Toy bicycles
				Toy tricycles
		210	Ride-on toys without pedals & accessories	Other carrier toys
				Toy skateboards
				Toy scooters
		211	Sports toys & accessories	Toy table football
				Toy weapons and accessories
				Stilts and hoppers
				Outdoor sport imitation games
				Winter sports toys (sledges, snow shovels, etc.)
		212	Summer toys and accessories	Paddling pools covered by the Toys directive
				Water and beach games / Water toys
Water guns				
32	Outdoor games	213	Activity toys for family use	Houses
				Play gyms / Trampoline toys / Slides

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

SPECIMEN

APPENDIX 2: EXPORT DECLARATION

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

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

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

The procedures for updating the marketing basis are as follows:

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

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

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

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

APPENDIX 3: IDENTIFICATION OF THE MARKETER

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