

## FRAMEWORK CONTRACT ON COOPERATION

No. MG – 0121000 \_\_\_\_/2025

stipulated pursuant to the provision of the Article 269 paragraph 2 of the Act No. 513/1991 Coll., Commercial Code, as amended, and pursuant to the provision of the Act No. 79/2015 Coll. on Waste and on the Amendment of Certain Acts (hereinafter referred to as the “Contract”)

**by and between**

**Implementing Party:**

**ENVI - PAK, a.s.**

with registered offices at: Galvaniho 15/A, 821 04 Bratislava

OINo.: 35 858 010

VAT INo.: SK2020264290

Bank: Tatra banka (IBAN): SK16 1100 0000 0026 2376 8445, VÚB banka (IBAN): SK20 0200 0000 0037 3883 6457

Company incorporated in the Company Register of City Court Bratislava III, sect.: Sa, File No. 3128/B

represented by: Mgr. Hana Nováková LL.M., MBA, General Director (hereinafter referred to as the “Implementing Party”)

**Ordering Party:**

with registered offices at:

OINo.:

VAT INo.:

Account No. (IBAN):

Company incorporated in the District court/ Company Register

represented by:

(hereinafter referred to as the “Ordering Party”)

(The Ordering Party and the Implementing Party shall be jointly referred to as the “Parties”)

### Purpose of the Contract

The Ordering Party is a specified product producer who under Act No. 79/2015 Coll. on Waste and on the Amendment of Certain Acts (hereinafter the “Waste Act”) has obligations in relation to products introduced as a result of its activities in the market or into distribution (hereinafter “introduced in the market”) in the Slovak Republic; pursuant to the Waste Act and other related legal regulations, the Implementing Party ensures meeting of such obligations in the Slovak Republic based on a collective scheme by means of a system of collective treatment of specified waste stream (hereinafter “ENVI - PAK collective management system”) in cooperation with municipalities in the Slovak Republic and other entities that conduct or ensure the collection, transport, recovery/recycling within a system operated by such entity that comprises entities obliged to ensure the collection, transport, recovery/recycling of products introduced in the market.

In relation to the aforementioned the Ordering Party and the Implementing Party have agreed to enter into the present Framework Contract on Cooperation in the wording as follows:

### Article 1

#### Subject hereof

1. The Ordering Party has ordered the following selected Modules from the Implementing Party:

Module I. **Packaging** \* - Compliance with specified and other obligations regarding the specified product Packaging,

Module II. **Non-packaging products** - Compliance with specified and other obligations regarding the specified product Non-packaging products,

Module III. **Batteries** - Compliance with specified and other obligations regarding the specified product Batteries and accumulators,

Module IV. **EEE** - Compliance with specified and other obligations regarding the specified product Waste electrical and electronic equipment,

Module V. the **Green Dot** - The Ordering Party has the right to use the "GREEN DOT" registered trademark, meaning all registered pictorial trademarks under IR 653449, I 653450, CTM 298273 and CTM 297960 under the conditions and terms defined in this Module

\* *The Ordering Party who chose and ordered the Module Packaging also has the right to use the registered trademark the "GREEN DOT" pursuant to the Module V Green Dot.*

2. The ordered Modules shall form an inseparable part hereof. The scope of the single Modules ordered by the Ordering Party shall be defined directly in the respective Modules and Annexes thereof.
3. The Implementing Party undertakes to ensure for the Ordering Party the ordered services under the selected Module(s) and the Ordering Party undertakes to pay to the Implementing Party the agreed remuneration under Art. 4 hereof based on the ordered Modules.
4. The Parties have agreed that the Implementing Party shall inform the Ordering Party by email or on its website about novelties in the field of legislation, trade and marketing, including provision of professional consulting. By signing hereof the Ordering Party consents to the sending of information pursuant to the aforementioned sentence of the present paragraph hereof. The Ordering Party shall be entitled to withdraw its consent by written notification delivered to the Implementing Party. Consent withdrawal shall come into effect on the date of delivery to the Implementing Party.
5. If the Implementing Party ensures the meeting hereof through third parties, the Implementing Party shall be liable to the Ordering Party for the implementation hereof in the same way as if it implemented the subject matter hereof itself.
6. The Implementing Party shall not be liable for the amount of collected, recovered and recycled waste ensured by the Ordering Party or through a party other than the Implementing Party.

## **Article 2**

### **Register of Producers of Specified Products**

1. For the purpose of registration in the Register of Producers of a Specified Product (hereinafter "Register") the Ordering Party shall be obliged upon request of the Implementing Party to submit a valid authorisation set out in Annex 2a hereof to the Implementing Party without undue delay. If the Ordering Party is an entity obliged to establish an authorised representative under the Waste Act (i.e. the Ordering Party is a specified product producer without registered offices or a place of business in the Slovak Republic) and the registration of the Ordering Party in the Register as well as any changes in the registration shall be carried out by the Implementing Party, the authorised representative of the Ordering Party shall authorise the Implementing Party for this purpose by means of the Power of Attorney under Annex 2b hereof.
2. Any changes in the data of the Ordering Party in the Register including the authorised representative's data in the respective Register shall be notified by the Ordering Party to the Implementing Party within the time limit and in the manner under Art. 6 par. 2 hereof. In such case the Implementing Party shall be obliged to implement the change in the Register within 15 days from the date of receiving the notice from the Ordering Party.

## **Article 3**

## Sending of Statements

1. Sending of the Ordering Party's respective report pursuant to the Annex of the ordered Module shall be deemed a binding order for services provided by the Implementing Party with the exception of cases agreed herein (e.g. Article 3 par. 9, Article 4 par. 4). The Ordering Party undertakes to send the Implementing Party's respective reports not later than within 10 calendar days of the following calendar quarter, or else the Implementing Party shall not be obliged to accept them. Moreover, the Ordering Party undertakes to provide the Implementing Party with other data necessary for the implementation hereof without undue delay following the stipulation hereof or at any time upon the request of the Implementing Party. If the Ordering Party requests that the Implementing Party's invoice should include the order number, the Ordering Party shall be obliged to state the order number in the report of the respective ordered Module(s) sent to the Implementing Party; if the Ordering Party fails for any reason to state the order number on the report, the Implementing Party shall not be obliged to state the order number on the invoice.
2. If the Ordering Party finds that the data in the report concerning any ordered Module is inaccurate, the Ordering Party shall be entitled to send to the Implementing Party a corrected report with accurate amounts of the single commodities for the respective calendar quarter. The sending of a corrected report shall amount to complete abolition of the original services ordered by sending a regular report and the corrected report shall replace the regular report and be deemed a new order. The Ordering Party understands that it may deliver a corrected report for any quarter of a respective calendar year within 30 days from the end of the calendar quarter concerned. A corrected report delivered after the aforementioned time limit may be accepted only upon agreement of the Parties. Objection raised at a later time shall be dismissed even if the Ordering Party finds at a later time that no specified products have been introduced in the market.
3. The Ordering Party undertakes to complete and label the reports with its identification data, stamp and signature of the person that has been authorised by the Ordering Party to meet the obligations hereunder as a contact person and whose data are indicated in Annex 1 hereof.
4. The Ordering Party undertakes to send to the Implementing Party completed reports electronically:
  - a) by means of the Implementing Party's website [www.envipak.sk](http://www.envipak.sk) or
  - b) by email by sending a structured report of the Implementing Party from the e-mail address set out in Annex 1 hereof to the Implementing Party's e-mail address [report@envipak.sk](mailto:report@envipak.sk) or
  - c) by email by sending a scanned report (using the template indicated in the respective Module Annexes) to the Implementing Party's e-mail address [report@envipak.sk](mailto:report@envipak.sk).The Implementing Party shall be obliged to publish instructions for completion and sending of the reports on its website [www.envipak.sk](http://www.envipak.sk). The Implementing Party shall be entitled to change the manner of sending the reports by a unilateral notice sent to the Ordering Party.
5. The duty to stamp and sign the reports shall apply to reports sent in the manner under par. 4(c) of the present Article hereof. The Ordering Party represents that in the reports sent under par. 4(a) of the present Article hereof, the Ordering Party's identification data shall be replaced with protected access to the Ordering Party's Client Zone on the Implementing Party's website. If the reports are sent pursuant to par. 4(b) of the present Article, the Ordering Party's identification data shall be replaced with the Ordering Party's e-mail address/inbox set out in Annex 1 hereof that shall be used to send the reports.
6. Upon the stipulation hereof the Ordering Party shall receive the login and the password to be used to send electronic reports pursuant to par. 4(a) of the present Article hereof. Login data may be set or modified based on the procedure indicated on the Implementing Party's website. The Ordering Party undertakes to safeguard the received login and password from misuse. The Implementing Party shall not be liable for damage sustained by the Ordering Party as a result of misuse of the login or the password. In consideration of the received login and password, the Ordering Party alone shall be fully liable for the report delivery.

7. The Ordering Party shall be liable for keeping its e-mail address indicated in Annex 1 hereof that shall be used to send the reports pursuant to par. 4(b) of the present Article up to date. The Ordering Party undertakes to safeguard access to its e-mail address/inbox to from misuse. The Implementing Party shall not be liable for damage sustained by the Ordering Party as a result of misuse.
8. The Ordering Party understands that the sending of a report pursuant to par. 4 (a), (b) and (c) of the present Article hereof to the Implementing Party shall be deemed a full-fledged order of the Ordering Party's services. The reports shall be deemed delivered to the Implementing Party only if the Implementing Party confirms receipt of the reports by a confirmation e-mail sent to the Ordering Party's e-mail address set out in Annex 1 hereof in the section contact person for the respective Module. In case of a failed delivery of a confirmation e-mail within 10 days from the sending of the report pursuant to par. 4 of the present Article hereof, the Ordering Party undertakes to inform the Implementing Party without undue delay at the Implementing Party's email address [report@envipak.sk](mailto:report@envipak.sk).
9. The Ordering Party understands that if the Ordering Party's report is sent to a different e-mail address, including an e-mail address of the Implementing Party other than the Implementing Party's e-mail address indicated in par. 8 of the present Article hereof, the Implementing Party shall not be liable for the delivery or accept the report as a duly delivered report, i. e. a binding order of services.
10. The Ordering Party alone shall be liable for the accuracy and completeness of data stated in the delivered reports under the present Article hereof.

#### **Article 4 Implementing Party's Fee**

1. The Ordering Party undertakes to pay remuneration to the Implementing Party in respect of the services rendered by the Implementing Party in the framework of the ordered Module. VAT pursuant to applicable law shall be added to the calculated remuneration.
2. Invoices for the Implementing Party's fee shall be due at the latest on the 14<sup>th</sup> calendar day following the issuance. Payment of an invoice by the Ordering Party shall constitute confirmation of all data indicated in the submitted report. The Implementing Party's fee shall be deemed to have been duly settled on the date when it is credited to the Implementing Party's account specified in the respective invoice.
3. If the Implementing Party's invoice fails to include all the necessary data pursuant to the VAT Act or includes inaccurate data, the Ordering Party shall be entitled to return the invoice to the Implementing Party without undue delay stating which data is missing or indicating the incorrect data at the Implementing Party's e-mail address [faktura@envipak.sk](mailto:faktura@envipak.sk). If the invoice is returned for a justified reason, the maturity shall be discontinued and a new maturity shall start on the delivery date of a corrected invoice to the Ordering Party.
4. If the Ordering Party fails to pay the Implementing Party's fee within the due date, the Implementing Party shall send a payment reminder to the Ordering Party. If the payment is not settled within an additional period of 14 days from the delivery of the payment reminder to the Ordering Party, the Implementing Party shall not be obliged to continue the implementation hereof and shall not be deemed in delay with the implementation hereof until a full settlement of the default amount. If the payment is not settled within an additional period, the Implementing Party shall be entitled to terminate the present Contract for a gross violation hereof by the Ordering Party.
5. The Implementing Party shall inform the Ordering Party about fee changes in writing (by e-mail) by sending a new Notice of Rates in respect of the provided services. When a new Notice of Rates is notified to the Ordering Party, the Ordering Party shall be entitled to withdraw from the present Contract in writing (by registered letter); such withdrawal shall be the exclusive instrument agreed on

by the Parties to express disapproval of the new Notice of Rates in respect of the provided services. A Producer may apply the right to withdraw from the present Contract pursuant to the present paragraph hereof within 5 calendar days from the delivery of a written notification of a new Notice of Rates. Should the withdrawal not be in writing and delivered by registered letter to the address of the Implementing Party stated in the heading hereof or should the withdrawal not contain an express reference to the present provision or should the withdrawal be delivered to the Implementing Party after the lapsing of the time limit indicated in the present paragraph hereof, it shall apply that such withdrawal herefrom shall be invalid without any legal effect on the Parties.

- a) Should the Ordering Party withdraw herefrom in a manner indicated in the present paragraph hereof, the Contract shall be terminated as of the date of validity of the new Notice of Rates.
- b) Should the Ordering Party upon delivery of a written notification of a new Notice of Rates from the Implementing Party (by email) fail to withdraw herefrom in a manner indicated in the present paragraph hereof, it shall apply that the Ordering Party has accepted the Implementing Party's proposed changed Notice of Rates and shall be obliged to pay to the Implementing Party the fees pursuant to the changed Notice of Rates that shall become binding upon both Parties. The same shall apply should the Ordering Party pay the fee calculated on the basis of the new Notice of Rates or should the Ordering Party take another legal action vis-à-vis the Implementing Party that amounts to the acceptance of the proposed changed Notice of Rates.

The aforementioned procedure shall apply also to a change in the Lump Sum Fee set out in par. 7 of the present Article hereof.

The aforementioned procedure shall not apply to an amendment of the present Contract or Annexes due to reasons indicated in Article 10, par. 3 hereof.

6. If the Ordering Party defaults on the payment of the agreed fee hereunder, the Implementing Party shall have the right to claim default interest accruing on the outstanding sum at a rate of 0.05% per day of default.
7. The Parties understand that if the Ordering Party's scope of the ordered "Packaging" Module or the "Non-Packaging Products" Module shall not accrue to the scope defined in the "Notice of Rates" Annex, the Implementing Party shall be entitled to the Lump Sum Fee under the "Lump Sum Fee" Annex in respect of the ordered "Packaging" Module or the "Non-Packaging Products" Module. The terms and conditions of services provided and covered in the Lump Sum Fee, including a specific scope of provision of professional consulting for the Ordering Party, may be set unilaterally by the Implementing Party. If the Lump Sum Fee is changed by the Implementing Party, the same conditions, time limits and procedure shall apply as set out in par. 5 of the present Article hereof (Change of the Notice of Rates). For VAT purposes the service shall be deemed delivered on the date of the invoice issuance by the Implementing Party in respect of the Lump Sum Fee.
8. Unless otherwise stipulated in the respective ordered Module, the Implementing Party's fee shall be calculated as set out in the present Article.

#### **Article 5** **Sending of Electronic Invoices**

1. The Ordering Party confirms by signing hereof that it consents to the sending of electronic invoices by the Implementing Party pursuant to the VAT Act, as amended, and at the same time it confirms that it agrees with the conditions of the sending thereof indicated in the present Article hereof. The Ordering Party expresses in Annex 3 its consent to the electronic sending of invoices. If the Ordering Party fails to express in Annex 3 its consent to the electronic sending of invoices, the invoices shall be sent by letter.
2. For the purpose of the present Article hereof, the following shall be deemed an invoice:
  - a) invoices,

- b) credit notes,
  - c) debit notes,
  - d) cancellation invoices,
  - e) setoffs,
- (hereinafter jointly referred to as “invoices”).
3. The Parties have agreed that the Implementing Party shall be entitled to send invoices to the Ordering Party electronically. This shall be without prejudice to paragraph 1 of the present Article hereof.
  4. The Ordering Party understands that an electronic invoice is a fiscal document fit for bookkeeping purposes and the originality and integrity of an electronic invoice may be guaranteed by electronic signature pursuant to the Electronic Signature Act or another manner used to safeguard the contents of an electronic invoice.
  5. The Implementing Party undertakes to deliver the electronic invoice as an e-mail attachment to the contact e-mail address or by means of an invoicing platform specified in Annex 3. An electronic invoice shall be deemed delivered on the date of the sending to the contact e-mail address or on the date of the downloading to the invoicing platform. In case of failed delivery of an electronic invoice on the date when it is usually due, the Ordering Party undertakes to inform the Implementing Party without undue delay at the Implementing Party’s e-mail address [faktura@envipak.sk](mailto:faktura@envipak.sk). In case of failure to meet this notification duty the electronic invoice shall be deemed delivered.
  6. The Ordering Party undertakes to inform the Implementing Party about any changes that may affect the sending of electronic invoices, mainly of a change in the contact e-mail address for the sending of electronic invoices under Art. 6 par. 2 hereof. A change in the contact e-mail address may be notified by the Ordering Party to the Implementing Party also electronically, whereby such information shall be sent from the original contact e-mail address or from the e-mail address used for electronic invoicing.
  7. The Ordering Party confirms to have an exclusive and protected access to the contact e-mail address or to the requested invoicing platform, whereby the Implementing Party shall not be liable for misuse of the contents of the invoice as a result of information leakage from the contact address or as a result of information leakage from the invoicing platform requested by the Ordering Party.
  8. The Ordering Party shall be entitled to withdraw its consent to the sending of electronic invoices by means of a written notice delivered to the Implementing Party using the Annex 3. The consent withdrawal shall become effective as of the end of the calendar month, in which the consent withdrawal was delivered. The Ordering Party understands that the expression of disapproval to the sending of electronic invoices or the Ordering Party’s consent withdrawal pursuant to the present paragraph hereof shall entitle the Implementing Party to claim from the Ordering Party reimbursement of expenses disbursed in respect of paper invoice issuance and postage for the delivery of paper invoices by postal service.

#### **Article 6**

#### **Rights and Duties of the Parties**

1. By signing hereof, the Ordering Party confirms to have read the ordered the Module(s) and the Annexes thereof. By selecting them, they become an inseparable part hereof and the Ordering Party agrees with them.
2. Upon the signing hereof, the Ordering Party shall be obliged to provide the Implementing Party with any and all data necessary for the purpose of calculating statutory obligations in the form of a completed Annex to the respective ordered Module. At the same time, upon the signing hereof, the Ordering Party shall be obliged to complete Annex 1 hereof and by doing so provide the Implementing Party with all the required data. The Ordering Party undertakes that the data shall be valid and complete throughout the duration hereof; in case of need, the data shall be updated hereunder. The Ordering Party shall furthermore be obliged to notify the Implementing Party in writing of any changes

in relation to the implementation hereof not later than within 10 calendar days from the date of the change in the data, unless stipulated otherwise elsewhere herein.

3. Upon the signing hereof by the Ordering Party, the Implementing Party undertakes to issue for the Ordering Party a certificate of participation in the ENVI - PAK collective waste management system for the "Packaging" Module / "Non-packaging products" Module that shall serve as a certificate of proof in relation to third parties.
4. The Ordering Party shall be entitled during the duration hereof to notify consumers and/or third parties in a suitable manner of its participation in the ENVI - PAK collective management system (e.g. by means of the Ordering Party's website, promotion and awareness activities, etc.) and the Implementing Party shall be entitled to use the Ordering Party's name, label and/or logo to inform third parties about the Ordering Party's participation in the ENVI - PAK collective management system.
5. Upon the Ordering Party's request, the Implementing Party shall provide the Ordering Party with a certificate of the stipulation hereof for the purpose of the Ordering Party's application for registration in the Register of Producers of Specified Products.
6. The Ordering Party shall be obliged to provide the Implementing Party with the necessary cooperation to meet its obligations hereunder and to allow for the implementation hereof.
7. Upon the Implementing Party's request, the Ordering Party undertakes to issue without undue delay an authorisation for the Implementing Party for the purposes of due meeting of the Implementing Party's obligations hereunder. The authorisation shall become an integral part hereof.
8. The Ordering Party understands that the Implementing Party shall have a right to conduct an audit at the Ordering Party to verify data accuracy under the Waste Act (hereinafter "audit"). The Implementing Party shall be obliged to notify the Ordering Party about the audit in writing at least 15 days in advance, stating the expected scope and difficulty of the audit, required cooperation from the Ordering Party and a list of required documents. The Ordering Party shall be obliged to enable the Implementing Party to conduct the audit and provide the Implementing Party or authorised representative of the Implementing Party (hereinafter "auditor") with any and all data in relation to the specified products introduced in the market or distributed in the Slovak Republic by the Ordering Party. The Implementing Party represents that the auditor shall be contractually bound by confidentiality and confidential handling of data and/or information obtained during the audit from the Ordering Party. The Implementing Party shall be obliged to submit to the Ordering Party an audit report for comments. Under the Waste Act, duly conducted audit shall be deemed also a data accuracy check of the Ordering Party by the Implementing Party conducted in writing based on a written request of the Implementing Party sent to the Ordering Party aimed at checking specific requested documents submitted by the Ordering Party to prove the accuracy of data submitted by the Ordering Party.
9. The Implementing Party shall not be liable for damages caused as a result of the Ordering Party's bad Internet connection or due to any other reason.
10. If the Implementing Party is fined by a State Supervision Authority in Waste Management for a violation of the Ordering Party's obligations under the applicable law, the Implementing Party shall be entitled to request from the Ordering Party compensation of damages of up to the amount of the fine that has become final including court fees, whereby the Ordering Party undertakes to compensate the damages to the Implementing Party at the first request and without limitation.
11. If the Ordering Party is fined by a State Supervision Authority in Waste Management for a violation of obligations under the Waste Act caused by the Implementing Party, the Ordering Party may claim from the Implementing Party compensation of damages of up to the amount of the imposed fine. In such case, if the Ordering Party is imposed a fine based on a final decision of the competent State Supervision Authority in Waste Management for shortcomings caused by action/inaction of the Implementing Party, and if the Ordering Party is not in delay with due meeting of its obligations

hereunder or pursuant to legal regulations, the Ordering Party shall have the right to claim from the Implementing Party compensation of damages of up to the amount of the fine that has become final. In case that an administrative proceeding has started, the Ordering Party shall be obliged to inform the Implementing Party without undue delay and to allow the Implementing Party to make written statements concerning the subject matter of the proceeding and if requested by the Implementing Party, the Ordering Party shall be obliged to establish a representative appointed by the Implementing Party to represent the Ordering Party in the subject matter for the purpose of the administrative proceeding.

12. Should the respective waste management state authority withdraw with final validity the license from the Implementing Party that implements PRO activities in the field of packaging pursuant to Art. 94 par. 2 of the Waste Act, the Implementing Party that implements PRO activities shall be obliged to pay back to the Ordering Party the remuneration received in respect of services provided by the Implementing Party after the effectiveness date of the decision on the withdrawal of the license to conduct PRO activities. The remuneration shall be paid back within one month after the following conditions are met:
  - a) the Implementing Party has used any and all ordinary and extraordinary remedies or other legitimate means of legal protection or the statutory time limit for applying such remedies has lapsed in vain,
  - b) at the time of the above duty the Implementing Party is familiar with the bank account of the Ordering Party (the Implementing Party shall use the bank account from which the most recent payment from the Ordering Party was made unless there are doubts concerning its validity),
  - c) no reasons exist to set off mutual pecuniary receivables between the Ordering Party and the Implementing Party (if such a reason exists, the Implementing Party's receivable shall be considered in the amount of remuneration paid back).

#### **Article 7 Term and Termination**

1. The present Contract is stipulated for a definite time of two (2) calendar years, which shall be extended by two (2) calendar years, even repeatedly, unless either of the Parties expresses dissent with automatic extension by means of a written notification to the other Party. Such written notification must include dissent with extension of the present Agreement and must be delivered to the other Party (in writing by registered mail) not later than by 20 August of the year in which the contractual relationship is to be terminated.
2. The present Contract shall cease to exist:
  - a) by written agreement of the Parties,
  - b) by written termination of the Ordering Party under terms and conditions established in Art. 27 par. 14 (a) and Art. 27 par. 16 of the Waste Act,
  - c) by written termination of the Implementing Party even without stating a reason as of 31 December of the calendar year, whereas such written termination must be delivered to the Ordering Party not later than by 30 September of the year in which the contractual relationship is to be terminated,
  - d) by written withdrawal of one of the Parties if the other Party has violated any of its obligations hereunder or under the ordered Module and there has been no remedy even after a written warning and provision of adequate additional time of one month from the date of delivery of the warning, unless a different time limit is set hereunder,
  - e) by written withdrawal of the Implementing Party if the Ordering Party has failed to pay the Implementing Party's remuneration in the additional time limit from the delivery of the payment reminder under Art. 4 par. 4 hereof,
  - f) by written withdrawal of the Ordering Party herefrom if the Ordering Party disagrees with the proposed change in the service Rates within a time limit and in manner under Art. 4 par. 5 hereof;
  - g) by written withdrawal of the Ordering Party herefrom if the Ordering Party disagrees with the proposed change in the Lump Sum Fee within a time limit and in manner under Art. 4 par. 5 hereof, in conjunction with Art. 4 par. 7 hereof;



- h) in case of expiry of the authorisation granted to the Implementing Party to conduct activities of a producer responsibility organisation (PRO) for packaging,
- i) by written withdrawal of the Implementing Party if the Ordering Party conducts its business in a scope that presents a substantiated risk for the Implementing Party of not being able to meet its contractual obligations towards the Ordering Party in due and timely manner,
- j) if all Modules that form an integral part of the Framework Contract cease to exist,
- k) by written termination of the Implementing Party, also without stating a reason, with a termination period of three months starting on the first day of the calendar month following the delivery of the written termination to the Ordering Party,
- l) by written withdrawal of the Ordering Party if the Ministry abolishes with final effect the authorisation granted to the Implementing Party to conduct activities of a producer responsibility organization (PRO) pursuant to Art. 94 par. 2 of the Waste Act.

Upon withdrawal the Contract shall be abolished not from the beginning, but only as of the date of delivery of a written withdrawal to the other Party. The withdrawal shall be in writing and delivered to the other Party and state a reason.

3. Next to the reasons for the termination hereof under the present paragraph, other reasons for the Module to cease to exist may be governed by a specific Module that has been ordered. The present Framework Contract shall not cease to exist if only one of several Modules ceases to exist.
4. The title to pay the Implementing Party's fee including appurtenances shall not cease to exist upon the termination hereof if the title arose prior to the termination hereof. In case of termination hereof the Parties shall be obliged to mutually settle their obligations hereunder; the Ordering Party shall continue to be obliged to report to the Implementing Party for the quarters not yet reported for in the course of the duration hereof, in manner and within time limits hereunder, whereby the Implementing Party shall be obliged to calculate the fee for the respective period and the Ordering Party shall be obliged to pay the fee pursuant to the calculation.

#### **Article 8 Confidentiality and Confidential Information**

1. Confidential information shall include any and all publicly unavailable information of technical, commercial, financial, operational nature or any other information disclosed by the Parties in relation to the implementation hereof or that the Parties have learnt in another manner in connection with the implementation hereof or information that should be treated as confidential, considering the circumstances known to the Parties upon the disclosure thereof or any information or data, from the nature of which it is clear to anyone that they are confidential.
2. The Parties undertake in the course of the duration hereof as well as thereafter to refrain from disclosing confidential information to third parties or to use confidential information for purposes not agreed by the Parties. The Parties undertake to keep confidential any and all information they have come to learn in connection with the stipulation and the implementation hereof and to safeguard confidential information disclosed by the other Party from unauthorised use or disclosure.
3. Information confidential in nature and information that the Parties hereto are obliged to keep confidential may be disclosed to third parties only in cases where a statutory duty arises or upon a prior written consent of the other Party. If any Party has a statutory duty to disclose confidential information to a third party, the Party shall be obliged to notify the other Party without undue delay, unless a prior consent may have been obtained.
4. For the purpose hereof the Parties understand that confidential handling of information shall not exclude publication of summary anonymized information concerning the amount of packaging and non-packaging products introduced in the market by the Ordering Party and that information concerning the signing, duration, amendment and termination of hereof shall not be deemed confidential.

## **Article 9** **Notices**

1. Unless agreed differently by the Parties, any notices shall be delivered to the address of the registered offices of the Implementing Party and of the Ordering Party that appear on the first page hereof. In case of any change in the address of the registered offices of a Party, the Party concerned shall promptly give written notice thereof to the other Party.
2. A notice shall be deemed delivered on the date of its actual delivery, i.e. by registered mail with advice of delivery to the address under par. 1 of the present Article, by courier or personal serving to the Party concerned or on the day of the lapsing of the postal deposit at the respective post office. If the last day of such deposit time falls on a Saturday, Sunday or a public holiday, the last day of the deposit time shall be the first working day thereafter. If an addressee refuses to accept a delivered notice, the notice shall be deemed delivered on the date of such refusal or on the date when the postal deposit period lapses.
3. In electronic delivery of notices by means of the Implementing Party's website and e-mail, a notice shall be deemed delivered at the moment of its sending recorded by technical equipment of the Implementing Party without prejudice to electronic delivery of reports under Article 3 hereof.

## **Article 10** **Common and Final Provisions**

1. The present Contract shall come into force and effect on the date when executed by both Parties, but not earlier than 1.1.2025.
2. Any amendments hereto shall be subject to the execution of written appendices agreed and signed by both Parties with the exception under par. 3 of the present Article hereof. An integral part hereof shall be the completed and signed Annexes 1, 2a or 2b and 3. Annex 1 hereto shall be completed and updated by the Ordering Party, whereby the original wording shall be replaced by a new wording of the Annex. Annexes 2a or 2b (Authorisation templates) shall become an integral part hereof upon their completion. Annex 3 hereto shall be completed and updated by the Ordering Party with consent of the Implementing Party. The Implementing Party shall be entitled to change the wording of the templates of the Annexes hereof (templates of the Annexes that have not yet been completed) without consent of the Ordering Party by sending a notice on the change in the Annex concerned.
3. The Implementing Party is entitled to change the wording of the present Contract and Annexes by a unilateral written notice sent to the Ordering Party in case of:
  - a. Changes necessary to align the present Contract and/or Annexes with the provisions of the Waste Act and implementing regulations thereof, including amendments, or
  - b. Changes necessary to align the present Contract with the Implementing Party's changed authorisation.Such changes become effective upon the sending of the notice of changes by the Implementing Party to the Ordering Party.
4. The Modules shall be amended by proposed change in the ordered Module sent by the Implementing Party to the Ordering Party; If the Ordering Party fails to deliver a written notice of disapproval with the new wording of the Module to the Implementing Party within 15 calendar days from the delivery of the new wording of the Module to the Ordering Party, the new Module shall fully replace the existing Module and become an integral part hereof. A change in the number of the ordered Modules, i.e. the process of ordering or cancellation of a Module shall involve an amendment of the present Framework Contract. Annexes to the ordered Modules may be amended by the Implementing Party without the Ordering Party's approval by delivery of a written notice of the amendment to the Ordering Party, with the exception of the "Notice of Rates" and the "Lump Sum Fee" Annexes that are subject to special amendments hereunder.

5. Legal relations not governed by this Framework Contract and any disputes hereunder shall be governed by provisions of the ordered Modules and the Annexes thereto and applicable Slovak law.
6. Should some provisions hereof become ineffective as a whole or in part or become ineffective at a later time, this shall have no effect on the validity or effectiveness of the other provisions hereof.
7. The Parties undertake to resolve any disputes primarily by agreement, and only if they are unable to reach amicable agreement, any Party shall be entitled to resolve the dispute in court.
8. The present Framework Contract is made in two counterparts, each of which is deemed original, one for each Party. If the Contract is made also in English, both Slovak and English version shall be deemed original. In case of any inconsistency between the two language versions, the Slovak version shall prevail.
9. All Annexes shall be deemed an inseparable part hereof and of the ordered Modules. The Parties understand that should provisions hereof and of the ordered Modules collide, the provisions of the Framework Contract shall prevail. Should provisions hereof collide with provisions of the Annexes during the implementation hereof, contractual arrangements shall prevail, i.e. provisions of the Framework Contract and/or provisions of the ordered Module shall prevail over the Annexes thereof.
10. The Parties understand that the specific details concerning the manner and procedure of conducting an audit under Article 6 par. 8 hereof may be specified on the Implementing Party's website.
11. The present Contract has the nature of General Terms and Conditions (GTC) consistently applied by the Implementing Party vis-à-vis the Ordering Parties pursuant to the Waste Act.
12. The present Contract shall replace any previous arrangements, agreements and contracts made between the Parties (including the Contract on Electronic Data Exchange in Business Cooperation).
13. The Parties represent to have read and understood the present Contract, which is an expression of their serious and unrestrained will, in witness whereof they put their hands hereto.

Bratislava, [date].....

[venue]....., [date].....

Implementing Party

Ordering Party

\_\_\_\_\_  
(signature and stamp)

\_\_\_\_\_  
(signature and stamp)

List of Annexes to the Framework Contract:

Annex 1 – Ordering Party's Data Form

Annex 2a – Power of Attorney for the registration of a producer of specified product and the notification of changes in the registered data (Power of Attorney granted by the Ordering Party)

Annex 2b – Power of Attorney for the registration of a producer of specified product and the notification of changes in the registered data (Power of Attorney granted by authorised representative)

Annex 3 – Electronic Invoicing Form

### Ordering Party's Data Form

**1. The following data shall be completed by the Ordering Party:**

**1.1 For the purpose of the Contract, registration and notification of changes in the Register**

Ordering Party's Identification Data	
Business name	
Place of business/Registered offices:	
Street	
Municipality	
ZIP Code	
OINo.	
VAT Ino.	
Phone number	
Fax	
Webpage	
Account number (IBAN, BIC)	
Company incorporated in	
<b>Identification data of a natural person – entrepreneur / statutory body</b>	
Name and surname	
Permanent residence	
Phone number	
e-mail address	

**1.2 In the Register of Packaging Producers maintained by the Ministry of Environment, I request the following:** (data stated in par. 1.1 shall be used for this purpose)<sup>1</sup>

- Registration application       Notification of changes in the Register

**1.3 In the Register of Producers of Non-Packaging Products maintained by the Ministry of Environment, I request the following:** (data stated in par. 1.1 shall be used for this purpose)<sup>1</sup>

- Registration application       Notification of changes in the Register

**1.4 In the Register of EEE Producers maintained by the Ministry of Environment, I request the following:** (data stated in par. 1.1 shall be used for this purpose)<sup>1</sup>

- Registration application       Notification of changes in the Register

**1.5 In the Register of Producers of Batteries and Accumulators maintained by the Ministry of Environment, I request the following:** (data stated in par. 1.1 shall be used for this purpose)<sup>1</sup>

- Registration application       Notification of changes in the Register

<sup>1</sup> If you tick this option, please fill in Annex 2a or 2b

**2. The Ordering Party establishes an AUTHORISED REPRESENTATIVE under the Waste Act<sup>2</sup>**

Yes       No

If yes, the Ordering Party shall complete the data of the Authorised Representative:

Identification data of the Authorised Representative	
Business name	
Place of business/Registered office:	
Street	
Municipality	
ZIP Code	
OINo.	
Phone number	
Fax	
Account number (IBAN)	
Company incorporated in	
Identification data of the Contact of the Authorised Representative	
Name and surname	
Phone number	
e-mail	

Specification of the Module/specified product:.....

\* If multiple authorised representatives are established, the Ordering Party shall state separately the data of each Authorised Representative for each single Module/ specified product.

\*\* If an Authorised Representative is established, the Ordering Party shall submit an Authorisation to the form pursuant to Annex 2b.

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<sup>2</sup> To be completed by the Ordering Party only if the Ordering Party has no registered offices or a place of business in the Slovak Republic and is obliged to establish an Authorised Representative under the Waste Act.

**3. For the purpose of record-keeping and meeting of the Framework Contract:**

**3.1 Appointed person (Contact) of the Ordering Party**

for the sending of Quarterly Statements and for communication with the Implementing Party:

Name and surname	
Position in the Ordering Party's organisation	
Phone number	
e-mail	

Specification of the Module/specified product:.....

\*\*\* If multiple Contacts are established, the Ordering Party shall state separately the data of each Contact for each single Module/ specified product.

Venue ....., date .....

Ordering Party

\_\_\_\_\_

**Power of Attorney for the registration of a producer of specified product and the notification of changes in the registered data**

**Company Name:**

with registered offices at:

OINo.:

Represented by:

(hereinafter referred to as the "Principal")

being a producer of a specified product under Art. 27 (2) of Act No. 79/2015 Coll. on Waste and on the Amendment of Certain Acts (hereinafter referred to as the "Waste Act")

**hereby grants the Power of Attorney**

to the company ENVI - PAK, a.s., Galvaniho 15/A, 821 04 Bratislava, OINo.: 35 858 010, Company incorporated in the Company Register of City Court Bratislava III, sect.: Sa, Ins. No.: 3128/B (hereinafter referred to as the "Agent") to:

- a) register the producer under Art. 27 (4) (a) and Art. 30 of the Waste Act in the Register of Specified Product Producers in the scope of the data set out in Annexes 1 through 6 of the Regulation No. 373/2015 Coll. on extended responsibility of producers of specified products and on the treatment of specified waste streams,
- b) notify any changes in the registered data.

The Power of Attorney shall apply to the meeting of the registration obligation in relation to:

- the Register of Packaging Producers
- the Register of Producers of Non-Packaging Products
- the Register of Producers of Electrical and Electronic Equipment (EEE)
- the Register of Producers of Batteries and Accumulators

(please mark the respective register with an "x")

The Principal hereby agrees that the Agent may appoint a representative(s), whereby in case of multiple representatives, each one of them shall act independently. The Power of Attorney is granted for an indefinite time and shall remain valid until revoked or terminated through the termination of the contractual relationship between the Principal and the Agent, whichever is earlier.

Venue ....., date: .....

.....

Signature and stamp of the Principal

The Agent hereby accepts the Power of Attorney. By accepting the Power of Attorney the Agent at the same time declares to have been informed of the content and scope of the rights and obligations to be performed on behalf of the Principal as well as of the form and time limits, within which the implementation of the rights and obligations is to be executed.

.....

Signature of the Agent

## **Power of Attorney for the registration of a producer of specified product and the notification of changes in the registered data**

**Company Name:**

with registered offices at:

OINo.:

Represented by:

(hereinafter referred to as the "Principal")

being an authorized representative under Art. 27 (18) of Act No. 79/2015 Coll. on Waste and on the Amendment of Certain Acts (hereinafter referred to as the "Waste Act") representing a producer of a specified product

**Company Name of the Producer:**

with registered offices at:

OINo.:

(hereinafter referred to as the "Producer")

### **hereby grants the Power of Attorney**

to the company ENVI - PAK, a. s., Galvaniho 15/A, 821 04 Bratislava, OINo.: 35 858 010, Company incorporated in the Company Register of City Court Bratislava III, sect.: Sa, Ins. No.: 3128/B (hereinafter referred to as the "Agent") to:

- c) register the producer under Art. 27 (4) (a) and Art. 30 of the Waste Act in the Register of Specified Product Producers in the scope of the data set out in Annexes 1 through 6 of the Regulation No. 373/2015 Coll. on extended responsibility of producers of specified products (EPR) and on the treatment of specified waste streams,
- d) notify any changes in the registered data.

The Power of Attorney shall apply to the meeting of the registration obligation in relation to:

- the Register of Packaging Producers
- the Register of Producers of Non-Packaging Products
- the Register of Producers of Electrical and Electronic Equipment (EEE)
- the Register of Producers of Batteries and Accumulators

(please mark the respective register with an "x")

The Principal hereby agrees that the Agent may appoint a representative(s), whereby in case of multiple representatives, each one of them shall act independently. The Power of Attorney is granted for an indefinite time and shall remain valid until revoked or terminated through the termination of the contractual relationship between the Principal and the Agent, whichever is earlier.

Venue ....., date: .....

.....  
Signature and stamp of the Principal

The Agent hereby accepts the Power of Attorney. By accepting the Power of Attorney the Agent at the same time declares to have been informed of the content and scope of the rights and obligations to be performed on behalf of the Principal as well as of the form and time limits, within which the implementation of the rights and obligations is to be executed.

.....  
Signature of the Agent



### Electronic Invoicing Form

The Implementing Party's e-mail address for the purpose of electronic invoicing shall be:

[faktura@envipak.sk](mailto:faktura@envipak.sk)

Telephone number: 00421/2/333 22 741-2

I consent to the sending of electronic invoices under the conditions set out in the Framework Contract.

In the form of an e-mail attachment:

E-mail address of the Ordering Party for the sending of invoices:	
Name and surname of the person in charge:	
Telephone number:	

By means of an invoicing platform:

.....

(such as TUNGSTEN network (<https://www.tungsten-network.com/>))

Upon the failure to express consent and/or withdrawal of the consent to the sending of electronic invoices, the Implementing Party shall be entitled to claim from the Ordering Party reimbursement of expenses disbursed in respect of paper invoice issuance and the respective postage in the amount of 1 EUR without VAT.

Bratislava, date .....

Venue ....., date .....

The Implementing Party

The Ordering Party

\_\_\_\_\_

\_\_\_\_\_