

Module I PACKAGING

Obligations to be met by packaging producers through the ENVI - PAK collective management system

1. The Implementing Party is a producer responsibility organization (PRO) with authorisation granted pursuant to the Waste Act, based on which it is entitled to operate a collective management system for a specified waste stream (i.e. waste packaging). The decision was issued by the Slovak Ministry for the Environment on 20 April 2016 under the number 0006/OBALY/OZV/a/16-3.3. The meeting of the obligation to collect, transport, recover and recycle waste packaging shall be ensured by the Implementing Party by means of a collective scheme, namely the ENVI - PAK collective waste management system, collectively on behalf of all producers who are contractual system members.
2. The Ordering Party is a packaging producer pursuant to the Waste Act. By agreeing upon the "Packaging" Module, the Ordering Party shall ensure the meeting of its specified obligations under the Waste Act in relation to specified products (i.e. packaging) and for the specified waste stream (i.e. waste packaging), as well as other obligations of a packaging producer set out herein through the activities carried out by the Implementing Party. The Ordering Party understands that by agreeing upon the "Packaging" Module, the Ordering Party has entered into a Contract on the meeting of specified obligations with the Implementing Party.

Scope of obligations to be met:

3. The Implementing Party shall ensure the meeting of the following specified obligations to the benefit of the Ordering Party in a scope under the Waste Act and related relevant legal regulations:
 - a) Obligation to inform the general public, end users of packaging and waste packaging processing companies as well as consumers on the way of safeguarding the collection of waste packaging,
 - b) Meeting of binding objectives and limits of waste management in the field of waste packaging management (recovery and recycling limits) at least in the statutory extent of recovery and recycling,
 - c) Waste packaging management that is relevant for the Ordering Party considering the nature of packaging materials, including the proof of the material stream, mainly by:
 1. safeguarding the collection, transport, recovery and recycling of waste packaging and
 2. safeguarding the removal of the entire amount of separately collected municipal waste from the municipality, in which the Implementing Party is responsible for the specified waste stream amounting at least to the statutory obligations in the area of separate collection of municipal waste,
 - d) Recording and record-keeping, reporting of data to the respective state authority and the keeping thereof,
 - e) Professional consulting and legislative support in the field of packaging and waste packaging.
4. The Implementing Party shall take advantage of the data provided by the Ordering Party in providing the services under par. 3 hereof.
5. The scope of obligations to be met under par. 3 hereof arising from the respective legal regulations shall not prevent the Implementing Party from meeting the obligations beyond the set scope also without the Ordering Party's consent.

6. The Implementing Party shall be obliged to inform the Ordering Party of the scope of safeguarding the meeting of the obligations under par. 3 (b) hereof for the previous calendar year not later than by 31 March of the following calendar year.

Implementing Party's Fee and invoicing:

7. The scope of services ordered by the Ordering Party to be provided by the Implementing Party for the relevant period shall be based on the data concerning the amounts of the single packaging materials specified in the relevant Statement and indicated in the "Ordered Amount" column. The Implementing Party's Fee shall be calculated as a product of the total weight of the packaging in kilograms pursuant to Annex I – 4 and the rate for packaging in kilograms pursuant to Annex I - 3 – List of Rates for Services: packaging. The fee calculated based on the provided data shall be without VAT. The VAT amounting to the tax rate under applicable regulations shall be added to the calculated fee. For the purpose of VAT, the service shall be deemed delivered on the date of issuance of the invoice, with which the Implementing Party shall request the payment for the services.
8. The Ordering Party shall be obliged to pay a fee to the Implementing Party based on the invoice issued by the Implementing Party. The Implementing Party shall issue an invoice to the Ordering Party in respect of the services ordered by the Implementing Party based on the data provided by the Ordering Party under par. 8 hereof. The said data shall be provided by the Ordering Party in the Statement under Annex I-1.
9. The way of calculating the scope of the ordered services to be provided by the Implementing Party is indicated in Annex I-4 hereof. The Implementing Party shall be entitled to amend any other conditions of service provision hereunder in a separate Annex.
10. The Ordering Party shall be obliged to inform the Implementing Party of the amount of all the packaging (including the amount for the decisive period when the Ordering Party was not a member of the ENVI - PAK collective waste management system) introduced in the market or packaging distributed by the Ordering Party that forms the basis of the obligation to collect, transport, recover and recycle packaging for a given calendar quarter, according to the packaging material, type of packaging and amount in kilograms, whereby that be made in writing according to the Statement set out in Annex I-1 and in Annex I-2 hereof within the time limit and under the conditions set out in the Framework Contract. The Annex I-2 hereof is used to calculate the scope of the meeting of statutory obligations and the Implementing Party shall be entitled to use the data stated therein for the purpose.
11. The Ordering Party shall be obliged to submit the Statement under Annex I-1 hereof to the Implementing Party for the first time upon the stipulation of the Framework Contract as an integral part thereof and therein state the projected amount of packaging that forms the basis of the obligation to collect, transport, recover and recycle packaging for the year of the stipulation of the Framework Contract. Should the Ordering Party expect an increase/decrease in the projected amount of packaging that will form the basis of the obligation to collect, recover and recycle packaging by more than 5%, however at least 300 tons, the Ordering Party shall be obliged to send an updated Statement under Annex I- 1 without undue delay and not later than by the beginning of the following calendar quarter concerned. Should the Ordering Party fail to send an updated Statement to the Implementing Party under Annex I-1 within the set time limit, the Implementing Party may refuse to provide the services in the scope of the changed amounts or claim damage compensation. The above shall not apply if the Parties have agreed otherwise.

Annexes to Module I: Packaging

<i>Module Annex I-1</i>	<i>Statement of the amount of packaging that forms the basis of the obligation to collect, recover and recycle packaging for the respective period</i>
<i>Module Annex I-2</i>	<i>Statement of the amount of packaging used to calculate the scope of the meeting of statutory obligations</i>
<i>Module Annex I-3</i>	<i>List of Rates for Services: packaging</i>
<i>Module Annex I-4</i>	<i>Way of calculating the scope of the ordered services: packaging</i>
<i>Module Annex I-5</i>	<i>Lump Sum fee - packaging</i>

Notes:

- 1) All types of packaging shall be indicated: disposable packaging, reusable packaging and packaging filled with hazardous substances.
- 2) The weight of reusable packaging at first use shall be indicated, except for reusable wooden pallets, which shall be listed only when they become waste.
- 3) Calculation formula: $E_{1,2,3} = B_{1,2,3} + C_{1,2,3} - D_{1,2,3}$, quantity in whole numbers expressed in kg.

*The weight of the composite packaging is indicated as aggregate. The weights of the individual packaging materials of which the composite packaging is composed shall be broken down by material composition in Table 2 and Table 4.

If the packaging material does not exceed 5% of the total weight of the composite packaging unit, the packaging material shall be included in the weight of the predominant packaging material.

The sum of the weights of the consumer composite packaging listed in Table 1 shall be equal to the sum of the weights of the composite packaging listed in Table 2.

The sum of the weights of the group and transport composite packaging listed in Table 3 is to be equal to the sum of the weights of the composite packaging listed in the Table 4.

The total weight of the packaging (B,C or D) consists of the weight of the primary material (Bp, Cp or Dp) and the weight of the recalcate content (Br, Cr or Dr).

Other plastics (category 7) are plastics not included in categories 1 to 6 or plastics made from a combination of the first six types of plastics such as polycarbonate (PC, polycarbonate), polyamide (PA) or polyurethane (PUR).

Group and transport packaging (Total 1)														
Packaging material	Disposable packaging				Reusable packaging 2)					Packaging containing hazardous substances			Base for collection, recovery and recycling obligations (kg)	
	Production (kg)	Import (kg)	Export (kg)	Disposable packaging 3) (kg) Total	Production (kg)	Import (kg)	Export (kg)	Reusable packaging 3) (kg) Total	Circles (Number)	Production (kg)	Import (kg)	Export (kg)		Packaging containing hazardous substances 3) (kg) Total
A	B1	C1	D1	H=B1+C1-D1	B2	C2	D2	F=B2+C2-D2		B3	C3	D3	G=B3+C3-D3	E=H+F+G
Glass				0				0					0	0
Plastics without PET				0				0					0	0
Plastics PET				0				0					0	0
Paper and cardboard				0				0					0	0
Composite on the basis of cardboard				0				0					0	0
Iron metals				0				0					0	0
Aluminum				0				0					0	0
Wood				0				0					0	0
Others				0				0					0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

1) Indicates all sorts of packaging: disposable packaging, reusable packaging and packaging containing hazardous substances.

2) Indicates the weight of reusable packaging at first use, except reusable wooden pallets which are not indicated until they become waste.

3) Calculation formula: **H=B1+C1-D1**, **F=B2+C2-D2**, **G=B3+C3-D3**, **E=H+F+G**, expressed in whole number in kg.

Composites are included under the predominating packaging material, except Composite on the basis of cardboard, which are indicated separately.

Wall thickness	Plastic carrier bags				
	Production 1) (pcs)	Import 2) (pcs)	Export 3) (pcs)	Placed on the market 4) (pcs)	Weight 5) (kg)
A	B	C	D	E	F
< 15 micrometres	0	0	0	0	0
15 – 50 micrometres	0	0	0	0	0
> 50 micrometres	0	0	0	0	0
Total	0	0	0	0	0

Notes:

- 1) The number of plastic bags by thickness purchased from producers in the Slovak Republic or from suppliers coming from domestic production.
- 2) The number of plastic bags according to the thickness imported into the territory of the Slovak Republic from countries outside the European Union or transported across the state border of the Slovak Republic.
- 3) The number of plastic bags according to the thickness exported from the territory of the Slovak Republic to countries outside the European Union or transported across the state border outside the territory of the Slovak Republic.
- 4) Calculation formula: $E = B + C - D$ (for individual letters the values of the respective columns are to be set according to the individual thicknesses of the plastic bags separately).
- 5) Enter the total weight of plastic bags according to the relevant thickness.

STATEMENT OF THE AMOUNT OF PACKAGING USED TO CALCULATE THE SCOPE OF THE MEETING OF STATUTORY OBLIGATIONS (kg)

Business name:	Contract number:
Registered seat:	Address (correspondence):
Contact person:	E-mail:
Phone number:	Order number:

Packaging material 2)	THE AMOUNT OF PACKAGING PLACED ON THE MARKET IN THE PREVIOUS YEAR (kg) 1)				
	1st quarter	2nd quarter	3rd quarter	4th quarter	Total per year 3)
GLASS					
PLASTICS WITHOUT PET					
PLASTICS PET					
PAPER AND CARDBOARD					
COMPOSITE ON THE BASIS OF CARDBOARD					
IRON METALS					
ALUMINUM					
WOOD					
OTHERS					
TOTAL					

Notes:

- 1) Amount expressed in whole number in kg
- 2) Composites are included under the predominating packaging material, except composite on the basis of cardboard, which are indicated separately
- 3) Total amount of packaging placed on the market per year as the sum of the quantities of packaging placed on the market in the individual quarters under Decree no. 366/2015 Coll.

Date:**Stamp and signature:**

NOTICE OF RATES – PACKAGING

Price list valid from January 1st, 2024

Packaging *	Packaging material	Rate €/ kg
GLASS	Glass	0.096952 €
	Composite glass	0.099962 €
PLASTICS	PET, HDPE, LDPE, PP, PS	0.337751 €
	PVC, XPS, Other plastics, Composite plastic, Biodegradable plastic	0.377095 €
	EPS	0.404995 €
PAPER AND CARDBOARD	Paper, Cardboard, Molded cardboard	0.089975 €
	Composite paper	0.099353 €
BEVERAGE CARTON	Cardboard-based composite	0.319788 €
METALS	Iron metals, Aluminum	0.135835 €
	Composite ferrous metals, Composite aluminum	0.145569 €
WOOD	Wood	0.089256 €
	Composite with non-wood parts	0.090145 €
OTHERS	Others	0.452933 €

* Consumer, group and transport packaging collectively

The structure of the Notice of Rates in the "Packaging" and "Packaging material" columns is subject to applicable waste management legislation, mainly the Regulation of the Slovak Ministry of the Environment No. 371/2015 Coll., implementing certain Waste Act provisions (hereinafter "legislation") and any amendments thereto. Amendments to the structure of the Notice of Rates in the individual items in the "Packaging" and "Packaging material" columns due to legislative changes shall not be considered under the provisions of the Framework Contract on Cooperation a change of the Implementing Party's remuneration. The Implementing Party reserves the right to amend unilaterally the structure of the Notice of Rates by means of a written notification delivered by email to the Ordering Party.

For your information

What cost in respect of sorted waste collection does a producer pay by means of ENVI – PAK PRO?

Cost in respect of sorted municipal waste collection	Fuel, utilities, vehicle depreciation, rental, lease, repair and maintenance cost, expendable supplies, payroll, insurance, taxes, handling equipment and real estate depreciation, cost in respect of disposal of useless mixtures from sorted waste, transport to the facility, energy recovery fee, recycling fee, transport services, repair and maintenance cost.
Cost in respect of handling, additional waste sorting and waste treatment	
Cost in respect of recycling and energy recovery	
Investments and overheads of collection companies	
Other costs of collection companies	Promotion, awareness raising, staff training, public procurement, market research, PPE, other operating, administrative and business costs.
Revenues from sales of secondary raw materials	Collection company considers the highest monthly market revenue in respect of sales of the respective commodity.
Cost in respect of sorted waste collection concerning other than municipal waste	Sorted waste collection from group and transport packaging in the extent of cost in respect of collection, treatment and recovery after consideration of revenues from sales of the respective raw material.
Promotion and education activities concerning waste sorting aimed at the general public	Nationwide and regional education for the general public; Education for pupils at schools; Education materials.

Fee calculation for ordered services: Packaging

The Implementing Party's Fee under the PACKAGING Module shall be calculated as follows:

The Implementing Party's Fee paid to ensure the collection, transport, preparation for reuse, recovery, recycling, processing and disposal of separately collected waste packaging from municipal waste and other than municipal waste shall be calculated as the product of the total weight of the packaging (based on individual packaging materials calculated with positive value) introduced in the market by the packaging producer for the respective calendar quarter pursuant to Annex I-1 Data on material composition of packaging placed on the market of the Slovak Republic according to Decree No. 371/2015 Coll. (Table no. 1 and Table no. 3) (the Ordered Amount column) and the rate for the packaging material concerned under Annex I-3.

$$\begin{array}{|c|} \hline \text{The Implementing} \\ \text{Party's quarterly fee} \\ \text{for ensuring separate} \\ \text{collection of waste} \\ \text{packaging} \\ \text{(in EUR)} \\ \hline \end{array} = \begin{array}{|c|} \hline \text{Total weight of} \\ \text{packaging introduced} \\ \text{in the market – the} \\ \text{Ordered Amount} \\ \text{with positive value} \\ \text{under Annex I-1} \\ \text{(in kg)} \\ \hline \end{array} \times \begin{array}{|c|} \hline \text{The rate for the} \\ \text{packaging material} \\ \text{concerned under} \\ \text{Annex I-3} \\ \text{(in EUR/kg)} \\ \hline \end{array}$$

By providing data according to Annex I-1 **Data on material composition of packaging placed on the market of the Slovak Republic according to Decree No. 371/2015 Coll. (Table 1 and Table 3)**, the Client orders the service for the relevant period from the Implementing Party, i.e. to ensure the removal of the entire quantity of separately collected municipal waste from the municipality, including the collection, transport and recovery and recycling of packaging waste.



Lump Sum Fee – packaging

Price list valid from April 1st, 2023

Should the meeting of obligations (i.e. the invoiced amount of packaging) fail to reach the amount specified for a given calendar quarter, the Implementing Party shall be entitled to receive the quarterly lump sum fee.

Scope of performance at which the Implementing Party is entitled to a quarterly lump sum fee.....up to 500 kg per calendar quarter

Quarterly lump sum fee.....EUR 19.90 excluding VAT

The lump sum fee covers the administrative and material costs (excluding the costs of paper invoices and related postage) associated with the performance of the Implementing Party's obligations under the framework agreement and the respective module ordered. VAT will be added to the lump sum fee at the tax rate in accordance with the applicable regulation.

Module V. GREEN DOT License Contract

(hereinafter referred to as “Contract” or “Module”) pursuant to the respective provisions of the Commercial Code and the Act on Trademarks

1. A company with the registered name ‘Der Grüne Punkt – Duales System Deutschland AG’, Frankfurter Strasse 720-726, 51145 Cologne, Federal Republic of Germany (hereinafter “DSD”) is the holder of rights in the “GREEN DOT” pictorial trademark which is understood as all trademarks that are internationally registered under entries IR 653449, IR 653450, CTM 298273 and CTM 297960. Hereinafter, any trademarks meeting this definition shall be collectively referred to as “GREEN DOT” Trademark”.
2. Pursuant to the General Licence Contract of 3 May 2001 (hereinafter “GLA”), DSD granted to Packaging Recovery Organisation Europe s.p.r.l., Rue Martin V 40, 1200 Brussels, Belgium (hereinafter “PRO EUROPE”) the exclusive right to make licence contracts with third parties for the use of the “GREEN DOT” Trademark.
3. The Implementing Party hereby represents that it is a duly registered Implementing Party of a system for the collection and recovery or recycling of packaging waste, thus being a legal entity within the meaning of the Waste Act, as amended, and the European Parliament and Council Directive 94/62/EC of 20 December 1994 on packaging and packaging waste (hereinafter “Directive”).
4. The Ordering Party receives services from the Implementing Party in the ENVI - PAK collective management system (Module Packaging).
5. Under this Contract, the Implementing Party grants to the Ordering Party the non-exclusive right to use the “GREEN DOT” Pictorial Trademark image on the packaging of products it places on the market exclusively in the Slovak Republic.
6. The right to use the “GREEN DOT” Pictorial Trademark image on packaging granted under this Contract shall be limited solely to packaging that meets the definition provided in Article 3 (1) (a) of Directive 94/62/ES and to those packaging items that are regulated by the Waste Act, as amended.
7. The Ordering Party understands and agrees that the right to grant approval for use of the “GREEN DOT” Pictorial Trademark image to third parties within the Slovak Republic is held solely by the Implementing Party.
8. The Ordering Party shall have the right to use the “GREEN DOT” Pictorial Trademark image solely in accordance with this Module.
9. The Ordering Party agrees to conduct all its action and communication in a manner that is consistent with the meaning of the use of the “GREEN DOT” Pictorial Trademark image. Any alteration of the definition or description of the “GREEN DOT” Pictorial Trademark image shall be inadmissible and shall be considered by the Parties as a serious breach of this Contract.
10. The use of the “GREEN DOT” Pictorial Trademark image must not be misleading or evoke confusion with other trademarks and must not be in conflict with interests of the Implementing Party, DSD or PRO EUROPE, or the objectives sought by this Contract.
11. The Ordering Party shall not use the “GREEN DOT” Pictorial Trademark image in its own business

name or in any manner that might evoke an understanding that the Ordering Party is the owner of the “GREEN DOT” Pictorial Trademark. This Contract does not authorise the Ordering Party to using the “GREEN DOT” Pictorial Trademark image for the designation of its buildings, or for the designation of expositions at fairs or exhibitions, visit-cards, badges, etc. The Ordering Party shall not have the right to attach any other verbal or graphical elements to the “GREEN DOT” Pictorial Trademark image.

12. The Ordering Party undertakes to use the “GREEN DOT” Pictorial Trademark image pursuant to the manual published on the Implementing Party’s website www.envipak.sk, preferably with a concurrent combination of light-green and dark-green colours.
13. The Ordering Party represents that it is aware of the unique value and significance of the “GREEN DOT” Pictorial Trademark contemplated in this Contract and agrees to use it in a manner that avoids any damage to the reputation of the Implementing Party, DSD and PRO EUROPE and the “GREEN DOT” Pictorial Trademark.
14. The Ordering Party agrees to refrain from registering with the trademark register kept by the Industrial Property Office of the Slovak Republic or the Office for Harmonization in the Internal Market or any other similar register (hereinafter “Register”) any trademark confusable with the “GREEN DOT” Pictorial Trademark and from using any other similar or confusable non-registered trademarks. The Ordering Party agrees to refrain from any action seeking the submission of an application for registration of the “GREEN DOT” Pictorial Trademark with a Register on its own behalf or on behalf of any third parties.
15. The Ordering Party shall not have the right to assign and/or transfer to third parties the exercise of its rights under this Contract.
16. In case of termination of the Framework Contract or in case of termination of the License Contract entered into by the Implementing Party and PRO EUROPE, under which the Implementing Party has the right to give approvals to third parties for their use of the “GREEN DOT” Trademark, the Implementing Party agrees to grant to the Ordering Party an additional 3-month grace period after the termination of the Framework Contract for the sale of products in packaging that bears the “GREEN DOT” Pictorial Trademark image.
17. The Ordering Party understands and agrees that any export of goods outside the territory of the Slovak Republic shall be subject to the settlement of rights in the internationally registered “GREEN DOT” Pictorial Trademark in the country concerned.
18. The Ordering Party shall not be charged any fee for the use of the “GREEN DOT” Pictorial Trademark.
19. If the Ordering Party breaches any of its obligations under this Module, the Ordering Party shall have the right to claim from the Ordering Party a contractual fine of EUR 1,000 for each individual breach by the Ordering Party of its obligation or proceed as in the case of unauthorized use of the registered “GREEN DOT” Pictorial Trademark pursuant to applicable law.
20. During the term of this Contract, the Ordering Party agrees to notify the Implementing Party in writing of any change relating to the Ordering Party’s status as a packaging producer under the Waste Act, provided that such notification shall be given not later than 10 days after the change occurred.
21. Unless otherwise stipulated elsewhere in the Framework Contract or in this Module, as soon as this Framework Contract ceases to be effective, the Ordering Party’s right to use the “GREEN DOT” Pictorial Trademark image on packaging of products it places on the market or puts into distribution within the Slovak Republic shall cease to exist.