

# SUBSCRIPTION CONTRACT

*I, the undersigned*

Name and Surname		
born in	on	Tax ID Number

*in my quality as the Legal Representative of Company:*

Name of Company		
VAT Reg. No.	Tax ID Number	CCIAA Reg. No.
Company address	Post Code	Province
Telephone No.	Fax No.	E-mail address

DETAILS

*Having regard to Legislative Decree no. 151 of 25 July 2005, implementing Directive 2002/96/EC of the European Parliament and the Council of 27 January 2003 on Waste Electrical and Electronic Equipment (hereinafter referred to as WEEE);*

*Having regard to the producers' organizational and financial responsibility as regards of WEEE management established by articles 7,8,9,10,11 of the above mentioned Legislative Decree;*

*Having regard to Decree no. 185 of 25 September 2007 setting up the National Register of subjects responsible for the financing of the WEEE management systems,*

*Having regard to Legislative Decree no. 188 of 20 November 2008, implementing Directive 2002/66/EC of the European Parliament and the Council of 6 September 2006 on batteries and accumulators and waste batteries and accumulators (WBA) and repealing Directive 91/157/EEC,*

*Intend to comply on a collective base with the obligations established by law upon producers of electrical and electronic equipments to manage waste from their electrical and electronic equipments irrespective of type, with regard to the product categories specified below,*

*Intend to comply on a collective base with the obligations established by law upon producers of batteries and accumulators to manage waste from their batteries and accumulators irrespective of type.*

Ask to subscribe to RAEcycle S.C.p.A.

and

DECLARE

*to acknowledge the Regulation and to fully accept its contents; and to acknowledge that the Regulation attached to the present Subscription Contract forms an integral and essential part of it;*

*that the subscribing company is not involved in any winding-up, bankruptcy or other insolvency proceedings (except for the appointment of a receiver or trustees);*

*that the subscribing company undertakes to register with the National Register established by article 14.2 of D.Lgs. 151/05 and by article 14 of D.Lgs. 188/08 at the Competent Chamber of Commerce, within the terms established by law;*

*to subscribe to RAEcycle for the following product categories:*

- R1  Refrigeration and Conditioning
- R2  Other white goods (large appliances)
- R3  TV and Monitors
- R4  IT and consumer electronics, lighting equipment (without the lighting sources), P.E.D. and other
- R5  Lighting sources
- PA  Batteries and Accumulators

*Under article 3 of the Regulation, payment of the subscription fee was made out to:*

RAEcycle S.C.p.A.

UBI – Banco di Brescia, Branch 61

IBAN code: IT84Q035001120000000057750

Date

Seal and signature of the Legal Representative

*Under art. 1341 and 1342 of the Civil Code, the parties have viewed each clause and read out the clauses of the Regulation mentioned at items 3 and 8, and expressly accept them*

Seal and signature of the Legal Representative

#### NOTES:

- (1) The Regulation attached to the Subscription Contract forms an integral and essential part of it.
- (2) Annexes A, B and C to the Subscription Contract must be filled out in all of their parts and submitted along with the application to the administrative organ of RAEcycle S.C.p.A. as provided in article 3 of the Regulation.

## RAEcycle S.C.p.A.

Via Aldo Moro, 10 – I25124 Brescia (Italy)

C.F e P.IVA 05497260967 – Reg. AEE N° IT07121000008 – Reg. PA N° IT09061P00004

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[www.raecycle.it](http://www.raecycle.it) – [info@raecycle.it](mailto:info@raecycle.it)

# REGULATION

## **ARTICLE 1 - SCOPE**

This Regulation has been approved under article 7 of the Statute ensuring its application and the proper functioning of RAEcycle. The Regulation is binding for all the Partners and Subscribers. It is intended as an integral and essential part of the Subscription Contract submitted to RAEcycle (Form RAECON 02). Unless otherwise specified, the term definitions of the Statute will have the same meaning of the Regulation.

## **ARTICLE 2 - PRODUCT CATEGORY**

Companies operating in electrical and electronic equipments (EEE) and/or Batteries and Accumulators (BA) production, commercial activities and services, and regularly registered to the relevant National Register in accordance with terms and conditions established by Legislative Decree no. 151/2005 and no. 188/2008, may apply to RAEcycle. Companies operating in electrical and electronic equipments and/or batteries and accumulators production, commercial activities and services, which belong to other product categories not explicitly listed by the mentioned Legislative Decrees implementing Directive 2002/96/EC and Directive 2006/66/EC, may also subscribe to RAEcycle.

## **ARTICLE 3 – SUBSCRIPTIONS ACCEPTANCE**

Subscription Contracts shall be signed by the legal representative of the Subscribing company and submitted to RAEcycle's administrative organ using the suitable registration form (Form RAECON 02) along with a receipt for the payment of the one-off subscription fee in the amount of € 500+VAT. Subscription Contracts shall be deemed as accepted unless notice to the contrary is received. In the event an application is rejected, RAEcycle shall notify the applicant in writing enclosing a receipt for the refund of the subscription fee no later than 30 days from the date on the Subscription Contract.

Subscribing companies who do not have the information on the amount of products placed on the market required in the Subscription Contract annexes at the time of submission, may provide such information at a later time, however no later than the following 15 days. After this term, failure to provide such data will result in rejection of the application and RAEcycle S.C.p.A. shall retain the subscription fee by way of penalty.

## **ARTICLE 4 - FINANCING**

Under article 48 of the Statute as provided for Partners, subscribing companies have the obligation to finance WEEE treatment (WEEE eco-contribution or ECR) for each category and sub-category of products, as well as the collection, treatment and recycling of WBA's falling under the scope of their Subscription Contract with RAEcycle at the rates in force at the time of the subscription.

WEEE and WBA rates are reviewed by RAEcycle's Board of Directors as provided for by the reference standards and regulations and as required by evolving technology.

RAEcycle is a non-profit organisation and its Board of Directors strives to offer Collective System Members the most favourable rates while safeguarding the company's financial resources so as to invest in state-of-art technology.

## **ARTICLE 5 – PERIODIC REPORTING OF PRODUCTS PLACED ON THE MARKET**

Periodic statements indicating the amount of EEE, batteries and accumulators placed on the domestic market shall be submitted quarterly as follows:

- First-quarter statement (amount placed on the market from 1st January to 31st March) shall be submitted to RAEcycle no later than the following 30th April;
- Second-quarter statement (amount placed on the market from 1st April to 30th June) shall be submitted to RAEcycle no later than the following 31st July;
- Third-quarter statement (amount placed on the market from 1st July to 1st September) shall be submitted to RAEcycle no later than the following 31st October;
- Fourth-quarter statement (amount placed on the market from 1st October to 31st December) shall be submitted to RAEcycle no later than the following 31st January.

Subscribing companies who place on the market a global amount of EEE lower than 4,000 Kg/year and/or of batteries and accumulators lower than 1,000 Kg/year may opt for a yearly statement after notifying their option to RAEcycle in writing. Yearly statements must be submitted no later than 31st January of the following year.

Periodic statements shall be drawn up using media/forms made available by RAEcycle or in the appropriate "Subscribers Area" of the RAEcycle portal ([www.raecycle.it](http://www.raecycle.it)).

Subscribing companies shall make every effort to ensure compliance with such terms, by promptly submitting the periodic statements and paying the amounts outlined in Article 6, avoiding the need for any informal or formal reminders from RAEcycle.

## **ARTICLE 6 – PAYMENTS TO THE COLLECTIVE SYSTEM**

Payments to the RAEcycle S.C.p.A. Collective Scheme shall be made by bank transfer or bank receipt within 30 days of invoice receipt. Payment by bank receipt is acceptable on condition that the relevant statement has been received by RAEcycle within the 15th day of the month following the quarter for which payment is made.

## **ARTICLE 7 - CODE OF CONDUCT**

Partners and Subscribers are bound to observe the Code of Conduct of RAEcycle published on the website of RAEcycle ([www.raecycle.it](http://www.raecycle.it)), for what concerns the relation with RAEcycle and in relation to their competence.

## **ARTICLE 8 - DURATION OF THE SUBSCRIPTION CONTRACT AND TERMINATION**

The Subscription Contract is of indefinite duration.

Either party may terminate the Subscription Contract by written notification to the other party sent by registered mail. Termination shall take effect at the end of the current quarter (as defined in article 5) at the time the notification was sent.

Should a Subscribing company infringe any provision of this Regulation, issue any misrepresentations as to the amounts of EEE and/or batteries and accumulators placed on the market, repeatedly fail to observe the periodic statements submission and/or payment terms, or damage RAEcycle's image in any way, or be in contrast with its purposes, RAEcycle shall be entitled to terminate the Subscription Contract without prior notice. In such circumstance, the Subscriber shall pay to RAEcycle the eco-contribution amount for the past periodic statements and for any products placed on the market until the time the Subscribing company is removed from the National Register or until the formal acceptance of the company's application to another Collective Scheme.

# Privacy Notice under Legislative Decree 196/2003

CONPRI 01 A 06-09

Dear Subscriber,

this is to inform you that RAECycle S.C.p.A. will process your personal data in full compliance with Legislative Decree 196/03. Your data are entered into RAECycle S.C.p.A. databases after obtaining your consent, except as provided for by art. 24 of Legislative Decree 196/03. Under this regulation, your personal data shall be processed fairly and lawfully, so as to ensure transparency of processing and protect your Privacy and your rights.

Under art. 13, please be informed that:

1. Data is collected in order to comply with the obligations provided for by Legislative Decree 151/2005 and by our by-laws, as well as for other purposes such as advertising, promotion, market research, publication of the list of subscribers. Data is processed as follows: manually and using IT systems.
2. Providing your data is compulsory
3. Your refusal to provide your data will make it impossible for you to join the RAECycle S.C.p.A. Collective Scheme.
4. RAECycle S.C.p.A. obtained your data via telematic and IT systems or manually and shall make them available to competent authorities as provided for by applicable regulations, to auditors, public authorities and credit institutions for such purposes as subscriber management, statistical research, reference, further processing, comparative analyses, interconnection and anyway in line with the purpose of the Subscription Contract, as well as in order to comply with Civil Code, tax and accounting requirements in relation to the above. Your data may be disclosed to RAECycle S.C.p.A. personnel from the following departments: accounting, administration, management, President in their respective quality as data controllers, processors and persons in charge of the processing.
5. Your rights are established by art. 7 of Legislative Decree 196/03 as follows: you have a right to ask the data controller and the data processor to confirm whether your personal data exist or not; to have your data erased, rendered anonymous and to block them in event they have been processed unlawfully; to have your data updated, rectified and/or supplemented; to obtain a confirmation that such actions have been notified to any third parties to whom the data have been disclosed.

The Data Controller is RAECycle S.C.p.A., having its registered office in Brescia (Italy), at via Aldo Moro 10.

6. The Data Processor - under art. 7 of Legislative Decree 196/03 and other applicable regulations - is the legal representative of RAECycle S.C.p.A.

## CONSENT:

Subscribing Company \_\_\_\_\_, in the person of its legal representative Mr. \_\_\_\_\_,

hereby declares that it has received, read and understood the information under art. 13 of Legislative Decree 196/03 as well as this Privacy Notice and gives its consent to the processing of its personal data with the limitations outlined in this Privacy Notice.

By ticking the boxes below, the Subscribing Company voluntarily authorises the use of its data for the purpose of performing contract activities, as well as for purposes not strictly related to contract-related fulfilments, however expedient to improve and publicise new services and products offered by the Data Controller.

Specifically, it grants its consent to (*please cross relevant boxes*):

- use its data for RAECycle S.C.p.A.'s promotional campaigns, new product announcements, services and offers, marketing activities:

YES ( ) NO ( )

- disclose its data to third parties for the purpose of promotional campaigns and market research, new product announcements, services and offers, marketing activities:

YES ( ) NO ( )

disclose its data through the publication of the list of subscribers:

YES ( ) NO ( )

Place and Date

Name and Surname of legal representative (in block letters)

\_\_\_\_\_

\_\_\_\_\_

Seal and legible signature

\_\_\_\_\_

## AUTHORISATION TO PUBLISH CORPORATE LOGS ON RAECycle S.C.p.A.'S WEB PORTAL

We hereby authorise RAECYCLE S.C.p.A. to use our corporate logo in the appropriate areas on its portal [WWW.RAECYCLE.EU](http://WWW.RAECYCLE.EU).  
We request that our corporate logo be linked to the following web address:

WWW. \_\_\_\_\_

Seal and legible signature

\_\_\_\_\_

## STATEMENT OF EEE AND BA AMOUNTS PLACED ON THE MARKET

DICIMM 01 A 06-09

DATA FOR THE PERIOD BEFORE REGISTRATION IS FOR STATISTIC PURPOSES ONLY AND MUST BE CONSISTENT WITH THE DATA SUBMITTED UPON REGISTRATION WITH THE REGISTER OF PRODUCERS

IN THE EVENT THE AMOUNT PLACED ON THE MARKET DURING THE YEAR BEFORE REGISTRATION IS "0", PLEASE REPORT THE FORECAST AMOUNTS FOR THE CURRENT PERIOD.

EEE CATEGORIES	QUANTITY IN Kg.
R1 REFRIGERATION AND CONDITIONING	
R2 OTHER WHITE GOODS (LARGE APPLIANCES)	
R3 TV AND MONITORS	
R4 IT AND CONSUMER ELECTRONICS, LIGHTING EQUIPMENT (WITHOUT THE LIGHTING SOURCE), P.E.D AND OTHER	
R5 LIGHTING SOURCES	

BA CATEGORY	TYPE	QUANTITY IN Kg.
PORTABLE BATTERIES AND ACCUMULATORS	ZINC-CARBON BATTERY	
	ZINC CHLORIDE BATTERY	
	ALKALINE BATTERY	
	LITHIUM BATTERY	
	ZINC AIR BATTERY	
	SILVER-ZINC BATTERY	
	LEAD ACCUMULATORS	
	NICKEL CADMIUM ACCUMULATORS	
	NICKEL METAL HYDRIDE ACCUMULATORS	
	OTHER	
INDUSTRIAL ACCUMULATORS	LEAD	
	NICKEL CADMIUM	
	OTHER	
VEHICLE'S ACCUMULATORS	LEAD	
	NICKEL CADMIUM	
	OTHER	

STAMP AND SIGNATURE

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# CATEGORIES OF EEE

## ***(ANNEX 1B TO LEGISLATIVE DECREE 151/05)***

***INDICATE THE EQUIPMENT FOR WHICH YOU ARE SUBSCRIBING FOR A PRELIMINARY REGISTRATION IN THE REGISTER OF PRODUCERS TO RAEcycle. PLEASE TICK THE RELEVANT CATEGORY BOXES***

### ***1. Large household appliances***

- 1.1 Large cooling appliances.
- 1.2 Refrigerators.
- 1.3 Freezers.
- 1.4 Other large appliances used for refrigeration, conservation and storage of food.
- 1.5 Washing machines.
- 1.6 Clothes dryers.
- 1.7 Dish washing machines.
- 1.8 Cooking appliances.
- 1.9 Electric stoves.
- 1.10 Electric hot plates.
- 1.11 Microwaves.
- 1.12 Other large appliances used for cooking and other processing of food.
- 1.13 Electric heating appliances.
- 1.14 Electric radiators.
- 1.15 Other large appliances for heating rooms, beds, seating furniture.
- 1.16 Electric fans.
- 1.17 Air conditioner appliances as defined in the Decree dated 2nd January 2003 issued by the Minister for Production Activities.
- 1.18 Other fanning and exhaust ventilation equipment.

### ***2. Small household appliances.***

- 2.1 Vacuum cleaners.
- 2.2 Sweepers.
- 2.3 Other appliances for cleaning.
- 2.4 Appliances used for sewing, knitting, weaving and other processing for textiles.
- 2.5 Irons and other appliances for ironing, mangling and other care of clothing.
- 2.6 Toasters.
- 2.7 Fryers.
- 2.8 Grinders, coffee machines and other appliances for preparing food and drinks used for cooking and equipment for opening or sealing containers or packages.
- 2.9 Electric knives.
- 2.10 Appliances for hair-cutting, hair drying, tooth brushing, shaving, massage and other body care appliances.
- 2.11 Clocks, watches and equipment for the purpose of measuring, indicating or registering time.
- 2.12 Scales.

### ***3. IT and telecommunications equipment.***

- 3.1 Centralised data processing:
  - 3.1.1 Mainframes;
  - 3.1.2 Minicomputers;
  - 3.1.3 Printer units.
- 3.2 Personal computing:
  - 3.2.1 Personal computers (CPU, mouse, screen and keyboard included).
  - 3.2.2 Laptop computers (CPU, mouse, screen and keyboard included).
  - 3.2.3 Notebook computers.
  - 3.2.4 Notepad computers.
  - 3.2.5 Printers.
  - 3.2.6 Copying equipment.
  - 3.2.7 Electrical and electronic typewriters.
  - 3.2.8 Pocket and desk calculators and other products and equipment for the collection, storage, processing, presentation or communication of information by electronic means.
  - 3.2.9 User terminals and systems.
  - 3.2.10 Facsimile.
  - 3.2.11 Telex.
  - 3.2.12 Telephones.

## CATEGORIES OF EEE

- 3.2.13 Pay telephones.
- 3.2.14 Cordless telephones.
- 3.2.15 Cellular telephones.
- 3.2.16 Answering systems and other products or equipment for transmitting sound, images or other information by telecommunications.

### **4. Consumer equipment.**

- 4.1 Radio sets.
- 4.2 Television sets.
- 4.3 Videocameras.
- 4.4 Video recorders.
- 4.5 Hi-fi recorders.
- 4.6 Audio amplifiers.
- 4.7 Musical instruments.
- 4.8 Other products or equipment for the purpose of recording or reproducing sound or images, including signals or other technologies for the distribution of sound and images than by telecommunications.

### **5. Lighting equipment.**

- 5.1. Luminaires for fluorescent lamps with the exception of luminaires in households
  - 5.1.1 Luminaires weighing up to 2 Kg
  - 5.1.2 Luminaires weighing more than 2 Kg and less than 8 Kg
  - 5.1.3 Luminaires weighing 8 Kg and above
- 5.2 Straight fluorescent lamps
- 5.3 Compact fluorescent lamps
- 5.4 High intensity discharge lamps, including pressure sodium lamps and metal halide lamps
- 5.5 Low pressure sodium lamps

### **6. Electrical and electronic tools (with the exception of large-scale stationary industrial tools).**

- 6.1 Drills.
- 6.2 Saws.
- 6.3 Sewing machines.
- 6.4 Equipment for turning, milling, sanding, grinding, sawing, cutting, shearing, drilling, making holes, punching, folding, bending or similar processing of wood, metal and other materials.
- 6.5 Tools for riveting, nailing or screwing or removing rivets, nails, screws or similar uses.
- 6.6 Tools for welding, soldering or similar use.
- 6.7 Equipment for spraying, spreading, dispersing or other treatment of liquid or gaseous substances by other means.
- 6.8 Tools for mowing or other gardening activities.

### **7. Toys, leisure and sports equipment.**

- 7.1 Electric trains or car racing sets.
- 7.2 Hand-held video game consoles.
- 7.3 Video games.
- 7.4 Computers for biking, diving, running, rowing, etc.
- 7.5 Sports equipment with electric or electronic components.
- 7.6 Coin slot machines.

### **8. Medical devices (with the exception of all implanted and infected products).**

- 8.1 Radiotherapy equipment.
- 8.2 Cardiology equipment.
- 8.3 Dialysis equipment.
- 8.4 Pulmonary ventilators.
- 8.5 Nuclear medicine equipment.
- 8.6 Laboratory equipment for in-vitro diagnosis.
- 8.7 Analysers.
- 8.8 Freezers.
- 8.9 Other appliances for detecting, preventing, monitoring, treating, alleviating illness, injury or disability.

### **9. Monitoring and control instruments.**

- 9.1 Smoke detectors.
- 9.2 Heating regulators.

- 9.3 Thermostats.
- 9.4 Measuring, weighing or adjusting appliances for household or laboratory equipment.
- 9.5 Other monitoring and control instruments used in industrial installations (for example, in control panels).

## **10. Automatic dispensers.**

- 10.1 Automatic dispensers, including machines which prepare and automatically or semi-automatically dispense food and drinks:
  - a) for hot drinks;
  - b) for hot or cold drinks, bottles and cans;
  - c) for solid products.
- 10.2 Automatic dispensers for money.
- 10.3 All appliances which deliver automatically all kind of products, with the exception of fully mechanical equipment