

# Service agreement

## Between the undersigned:

1. The non-profit association Ecotrel asbl, under Luxembourg law, with registered office located at 11, boulevard du Jazz L-4370 Belvaux, represented for the purposes hereof by Mr. Andy Maxant, its Director, duly empowered for this purpose, said association being hereinafter referred to as "Ecotrel".

**and**

2. The company .....  
with registered office located at.....  
represented for the purposes hereof by .....  
its..... duly empowered for this purpose, said  
company being hereinafter referred to as "the Co-contractor".

# NOW THEREFORE, THE PARTIES AGREE ON THE FOLLOWING:

## ARTICLE 1 : Definitions

In this agreement, the following definitions apply:

"Competent authority": The Administration of the Environment, strategies and concepts unit.

"Separate collection": A collection in which a waste stream is kept separate according to its type and nature in order to facilitate specific treatment.

"Administrative contribution": The financial contribution that must be paid by the other party and used solely to fund administrative costs incurred by Ecotrel as part of its contractual obligations.

"Service Agreement": This signed document with its appendices as well as any addition subsequently agreed upon.

"Professional electrical and electronic equipment waste": Professional electrical and electronic equipment constituting waste within the meaning of article 4, 6° of the law of June 9, 2022 on waste management.

"Ecotrel": The association acting as a management body. The articles of association of Ecotrel were published in the "Mémorial" (official gazette) of 27th April 2004.

"Professional electrical and electronic equipment ": Electrical and electronic equipment that falls within the scope of the June 9, 2022 law on waste electrical and electronic equipment and that does not meet the household criteria described in the list of EEEs in Appendice 1 of Ecotrel's accession agreement.

"Put/place on the market": The action through which the Value Added Tax is due on the territory for the first time.

"Preparation for re-use": Any inspection, cleaning or repair operation with a view to recovery, whereby professional EEE or components of professional EEE that have become waste, prepared for re-use without further pre-treatment.

"Recycling": Any operation by which professional WEEE are reprocessed into products, materials or substances for their original function or for other purposes.

"Territory": The territory of the Grand Duchy of Luxembourg.

"Treatment": any operation in preparation for reuse, recycling and recovery or disposal, including preparation prior to recovery or disposal.

## **ARTICLE 2: Purpose of the agreement**

The Co-contractor instructs Ecotrel, who agrees, to proceed to:

- its registration with the Administration of the Environment;
- the declaration of professional electrical and electronic equipment it places on the Luxembourg market;
- the declaration of waste electrical and electronic equipment it has taken back from users other than households, as well as their destination and the characteristics of their treatment;

in accordance with the law of June 9, 2022 on waste electrical and electronic equipment, and gives it power of attorney to undertake all the actions necessary to fulfill any other obligations incumbent on it as a producer or importer under the law of June 9, 2022 on waste electrical and electronic equipment, with the exception of financing and organizing the separate collection and treatment of professional electrical and electronic equipment waste, as well as the implementation of related rates.

The Co-contractor undertakes to pay the administrative contribution agreed upon below in order to allow Ecotrel to fulfil its mission.

## **ARTICLE 3: General provisions**

The Co-contractor is considered as a producer within the meaning of Article 2, paragraph 14° of the Law of June 9, 2022 on waste electrical and electronic equipment, regardless of the location of the Co-contractor's registered office, its billing address, and the location from which the professional electrical and electronic equipment are delivered to the end-users located in Luxembourg.

## **ARTICLE 4 : Scope**

§1. Professional electrical and electronic equipment's that are placed on the Luxembourg market are subject to the service agreement.

§2. The service agreement applies exclusively to the territory of the Grand Duchy of Luxembourg.

## **ARTICLE 5: Duration**

§1. This Service Agreement is entered into for an undetermined period. It comes into force on the date of its signature and may be terminated with no fault by any of the parties on 31st December of each year in accordance with the terms provided for in Article 11, §1 of this service agreement.

§2. This service agreement may also end prematurely in the events referred to under Article 11, §2 of this service agreement.

## **ARTICLE 6: Administrative contribution**

### **§1. Amount of the administrative contribution**

In order for Ecotrel to complete its assignment, the Co-contractor will pay, in accordance with the terms set out hereafter, an annual administrative contribution in accordance with the rate stated under appendix 1.

The amount, calculation and allocation of the administrative contribution are determined by the Board of Directors of Ecotrel.

### **§2. Adaptation of the administrative contribution**

The administrative contribution may be adapted by Ecotrel only once per calendar year. In the event of adaptation of the administrative contribution, the new amount will be notified in writing to the Co-contractor.

The new administrative contribution will be applicable from the first calendar day of the third month following a written notice given by Ecotrel through which it notifies the Co-contractor that the amount of administrative contribution has been amended.

### **§3. Billing of the administrative contribution**

No later than 31st March, the Co-contractor will receive an annual bill for the current year based on the declaration of professional electrical and electronic equipment placed on the Luxembourg market in the previous fiscal year.

### **4. Payment of the administrative contribution**

All payments are to be made by bank transfer to an account number provided by Ecotrel.

Except in the event of special contractual provisions, any claims against invoices issued by Ecotrel will have to be made within 5 calendar days after receiving the document. The claim must be justified, it being understood that the sole act of disputing an invoice shall have no suspensive effect with respect to the payment

Invoices sent from Ecotrel to the Co-contractor are payable in full and without discount.

## **ARTICLE 7: Obligations of the Co-contractor**

### **§1. Preliminary formalities**

The Co-contractor shall submit to Ecotrel the identification form under Appendix 2. The Co-contractor is obliged to fill in the fields of the identification form.

### **§2. The declaration**

The Co-contractor commits to report to Ecotrel, before 28th February of each year:

- the number and weight of professional electrical and electronic equipment it has put on the Luxembourg market during the previous year. The first declaration must be produced at the time of signature of the agreement.
- the number of professional electrical and electronic equipment waste it took back by its own reverse logistic means during the previous year, as well as their weight and destination.
- the rates of the preparation for re-use, recycling and recovery achieved for the waste of professional electrical and electronic equipment it took back during the previous year.

This information must be specified according to the categories listed in Appendix I of the June 9, 2022 law on waste electrical and electronic equipment.

The Co-contractor will use the declaration form under appendix 3 in order to provide this data. The provision of data can be made by fax, post or electronically. The Co-contractor must fill in the form completely and correctly.

### **§3. Provision of data to Ecotrel**

Upon the first request, the Co-contractor provides Ecotrel with all the information requested by the competent authorities, which they deem appropriate to monitor compliance with administrative obligations stipulated under the law of June 9, 2022 on waste electrical and electronic equipment.

### **§4. Amendment of data**

The Co-contractor shall immediately inform Ecotrel by regular mail or e-mail of any changes to its organisation, which are liable to affect the implementation of this agreement.

When the Co-contractor ceases to market professional electrical and electronic equipment in Luxembourg, it must notify Ecotrel thereof immediately.

### **§5. Collection of professional waste electrical and electronic equipment by the Co-contractor**

For WEEE that the Co-contractor has not taken back by its own reverse logistic means, The Co-contractor undertakes to exclusively use professional collectors which have the permissions required and approved by Ecotrel guaranteeing separate collection of waste electrical and electronic equipment.

Where appropriate, the Co-contractor will inform the competent authorities, if necessary, of the way in which it has met the various legislations on the professional waste electrical and electronic equipment that it took back and processed

## **ARTICLE 8: Obligations of Ecotrel**

**§1.** Ecotrel undertakes to act with due precaution and discernment to best fulfil the assignments described under Article 2 of this service agreement. Ecotrel is committed to obtaining and keeping ministerial approval, as mentioned in the waste law of June 9, 2022.

§2. Ecotrel is committed to safeguarding the confidentiality of any financial or commercial information the Co-contractor may entrust to it, or which Ecotrel may become aware of during the execution of this service agreement. This obligation of confidentiality does not prejudice the information obligation that Ecotrel has or may have under legislation.

§3. Ecotrel is responsible for informing the Co-contractor that the personal information transmitted may be processed via computer. In this capacity, Ecotrel must draw particular attention to the terms of the General Data Protection Regulation (EU) 2016/679 concerning the protection of persons during the processing of personal information, and to the obligations binding Ecotrel. By its signature, the Co-contractor certifies that it is fully aware of the provisions made under these legislations and regulations, which ensure the protection of its rights.

§4. Ecotrel commits to establish a list of all the Co-contractors. Ecotrel is authorised to use this list in whole or in part in its own publications and/or communications. Except for the Co-contractor's name, any use by Ecotrel of brands, logos or other elements of identification of the Co-contractors is only possible, even for information purposes, with a written authorisation stipulating the conditions of use.

§5. A list of Co-contractors is made available to the competent authorities in accordance with the provisions of the waste Law of June 9, 2022.

§6. Ecotrel will do its best to ensure its obligations are respected, but does not guarantee results in the context of its contractual relations. In any case and for whatever reason, the amount that Ecotrel is liable to pay as compensation to the Co-contractor, for all types of damages in the event of a conviction, may not exceed the sum of the last administrative contribution made.

## **ARTICLE 9: Audits**

§1. Ecotrel has the right to appoint an auditor or an external chartered accountant bound by professional secrecy, at any time. The auditor or external chartered accountant may perform the necessary audits with respect to the Co-contractor, in order to ensure that the information provided by the other party is accurate.

Ecotrel may also undertake these audits but, in any case, the other party is not obliged to provide direct access to Ecotrel.

§2. The costs of these audits are to be borne by Ecotrel, unless the number or weight of professional electrical and electronic equipment actually placed on the market during the audited period do not exceed by 20% or more the number or weight of professional electrical and electronic equipment initially declared. In this case, the costs of the above-mentioned audits will be borne by the Co-contractor.

## **ARTICLE 10: Sanctions**

§1. In the event of a late declaration, Ecotrel will send a written reminder to the Co-contractor, to submit the declaration no later than 1 month after its normal due date.

Before the end of the aforementioned reminder period, the Co-contractor may notify Ecotrel in writing, an objective reason for not submitting the late declaration, and mentioning the date by which the declaration will be submitted at the latest. If this is the case, the Co-contractor will owe only the interest legally charged for late payments.

**§2.** If the Co-contractor has not submitted its declaration within 1 month after the normal due date without giving an objective reason, Ecotrel shall instruct an auditor to establish the Co-contractor's declaration. The Co-contractor commits to co-operate fully with the auditor and grant the auditor access to its premises as well as to any relevant accounting documents. The auditor's intervention costs shall be borne by the Co-contractor.

**§3.** If the Co-contractor does not pay by the due date, it will be liable to pay, forthwith and without further delay, the interest legally incurred for late payment, until the full payment of the amount due.

## **ARTICLE 11: Termination of the Agreement**

### **§1. No-fault termination**

Either Party may terminate the service agreement on 31<sup>st</sup> December of each year with three months' notice. During the notice period, both Parties remain bound by their contractual obligations.

To be recognised as valid, the termination must be notified by registered mail with acknowledgement of receipt, or delivered by a bailiff. The notice period will begin on the first day of the month following receipt of the termination notice.

### **§2. Termination for breach**

Either party may terminate the service agreement at the other party's expense in their own right, without other formalities, indemnities and judicial intervention, in the event that the other party fails to comply with the obligations imposed to it pursuant to the service agreement, and if it does not resolve the breach within thirty calendar days after receiving a formal notice from the first party of its intention to terminate the service agreement.

The formal notice must be sent via registered mail with acknowledgement of receipt. It shall also mention the reason for such an action expressly and in full detail.

If applicable, administrative contributions paid by the other party will be definitively acquired by Ecotrel or any outstanding amounts will remain definitely undue subject to the right of either party to file suit in order to obtain compensation for damages.

### **§3. Notifying the relevant authorities of the termination of the service agreement**

In the event of termination of the service agreement, Ecotrel shall immediately inform the relevant authorities thereof in writing.

## **ARTICLE 12: Non-transferability**

The Co-contractor may not, under any circumstances, transfer the service agreement or assign the execution thereof to a third party, without Ecotrel's prior written consent.

## **ARTICLE 13: Notifications and domicile**

Except where otherwise expressly specified, any notification required within the framework of the service agreement may be validly sent to the other party by registered mail with acknowledgement of receipt. The Parties are expected to elect domicile at the address mentioned on the first page of this service agreement, for the entire duration of this agreement and for as long as they have not been informed in writing of the existence of any other elected domicile.

## **ARTICLE 14: Modifications and addenda**

§1. Any modification or addendum to the service agreement shall be drawn up in writing and signed by the Parties' duly authorised representatives.

§2. Any modification or extension of this service agreement is deemed to be part of this service agreement.

§3. The appendices may be unilaterally modified by Ecotrel and the modifications shall come into effect the month after they were sent in writing, except where otherwise specified.

## **ARTICLE 15: Severability clause**

In the event that one or several articles of this service agreement is declared null or void, the other articles of this agreement will remain in force between the parties.

## **ARTICLE 16: Competent jurisdiction**

This agreement is subject to Luxembourg law. Luxembourg courts have exclusive jurisdiction.

## **ARTICLE 17: Appendices**

The appendices form an integral part of this service agreement.

Appendix 1: Administrative contribution fees

Appendix 2: Identification form

Appendix 3: Declaration form



Agreement established in....., on.....

The number of copies issued is equal to the number of parties. Each party acknowledges receipt of its copy

**On behalf of the Co-contractor**

**On behalf of Ecotrel**

(The signature must be preceded by the handwritten words "read and approved")

(name)  
(position)

Andy MAXANT  
CEO

**YEAR 2024**

**Administrative contribution fees (VAT excluded)**

**€ / EEE**

1	Professional temperature exchange equipment	0,10 €
2	Professional screens	0,10 €
3	Professional light sources	0,10 €
4	Large professional equipment	0,10 €
5	Small professional equipment	0,10 €
6	Small professional IT and telecommunication equipment	0,10 €

Company name :

# IDENTIFICATION FORM

**Type of firm\***

Manufacturer (without direct sales to end users)	
Producer	
Importer	
Installer	

\* Tick the appropriate box

**MEMBERSHIP NUMBER**

PR \_\_\_\_\_

Space reserved for Ecotrel

**Headquarters**

Street:		Location:		Number:			
Post code:		Country:	Language:	Lëtzebuergesch	Français	Deutsch	English
Telephone:		Fax :					

**Contact person**

<u>Person legally responsible for the Co-contractor</u>	
Name:	email:
Function:	
<u>Person responsible for the management of this file</u>	
(to be completed if this person is not the same as the person legally responsible)	
Name:	email:
Function:	Direct telephone:

**Billing address** (to be completed if this address is different as the address of the headquarter)

Street:		Location:		Number:	
Post code:		Country:			

**Complementary datas**

Bank account number (IBAN):
VAT identification number (VATIN):

Categories of professional EEE placed on the Luxembourg market (see the List of EEE)	sale*	sale main**
1. Thermal exchange appliances for exclusive professional use		
2. Screens, monitors for exclusive professional use		
3. Lamps for exclusive professional use		
4. Large equipment for exclusive professional use (> 50 cm)		
5. Small equipment for exclusive professional use (≤ 50 cm)		
6. IT and telecommunication equipment for exclusive professional use		

\* Tick the boxes that correspond to the categories of professional EEE put on the Luxembourg market

\*\* Tick the box that corresponds to the main category of professional EEE put on the Luxembourg market

<p>TO BE SEND TO :</p> <p>Ecotrel asbl</p> <p>11, boulevard du Jazz</p> <p>L-4370 Belvaux</p> <p>FAX : (00352)26.098.736</p> <p>email : info@ecotrel.lu</p>
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(Co-contractor's signature)

**YEAR 2023**

**DECLARATION FORM**

**Name of Co-contractor:**

Membership number: VAT number: Date:

	Number of equipment put on the Lux. Market (1)	Total weight of equipment put on the Lux. Market	Number of equipment for which a refund is payable (2)	Total weight of equipment for which a refund is payable	Administrative contribution fees excluding VAT €/equipment (3)	TOTAL excluding VAT ((1) - (2)) x (3)
1 Professional temperature exchange equipment					0,10 €	
2 Professional screens					0,10 €	
3 Professional light sources					0,10 €	
4 Large professional equipment					0,10 €	
5 Small professional equipment					0,10 €	
6 Small professional IT and telecommunication equipment					0,10 €	

TOTAL excluding VAT

	Number of equipment taken back in reverse logistics	Total weight of equipment taken back in reverse logistics	Name and address of collector / treatment facility
1 Professional temperature exchange equipment			
2 Professional screens			
3 Professional light sources			
4 Large professional equipment			
5 Small professional equipment			
6 Small professional IT and telecommunication equipment			

TO BE SENT TO:  
 Ecotrel asbl  
 11, boulevard du Jazz  
 L-4370 Belvaux  
 e-mail : info@ecotrel.lu

(Co-contractor's signature)