



AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") has been made on this day by and between: Recipo AS, company registration number 919203935, ("Recipo") with address at Strømsø Torg 4, 3044 Drammen, Norway; and

Company name (the "Customer")

Company registration number

Telephone

Postal address

Contact person

Postal code and town

E-mail

Country

(each a "Party" and collectively the "Parties").

The purpose of this Agreement is for the Parties to enter into a cooperation wherein Recipo undertakes to perform services in order for the Customer to fulfil its producer responsibility as described below. The Customer hereby mandates Recipo to provide assistance with compliance for:

	Norway
WEEE Compliance	<input type="checkbox"/>
Batteries Compliance	<input type="checkbox"/>
Packaging Compliance	<input type="checkbox"/>
Authorized Representative	<input type="checkbox"/>
Commencement Date	

This Agreement consists of the main body of this Agreement and its appendices as listed below, which are attached hereto and incorporated by reference herein:

- (a) Appendix 1 – Power of Attorney Norway
- (b) Appendix 2 – Terms and Conditions
- (c) Appendix 3 – Price List Norway
- (d) Appendix 4 – Description of Services Norway

In the event of any conflict between the documents constituting this Agreement, the main body of this Agreement shall take precedence and thereafter its appendices in their numerical order. Any general terms and conditions of purchase or sale referred to by either Party in e.g., quotations, orders, delivery schedules, etc., shall not be applicable between the Parties.

This Agreement is signed electronically, and each Party will receive a signed counterpart by e-mail.

Recipo AS
[Name]

[Name of party]
[Name]



APPENDIX 1 – POWER OF ATTORNEY FOR RECIPO IN NORWAY

In order to effectively deliver the Services, Recipo may need to liaise with public authorities, Customer registers, compliance schemes, service providers or other third parties on behalf of the Customer. The Customer therefore hereby appoints Recipo, which hereby accepts it, as the Customer's true and lawful attorney to execute for the duration of the Agreement, any of the acts and things hereinafter each in relation with the compliance to the National Regulations as far as National Regulations and other applicable Law allow for it and provided that the Customer meets the requirements described in the Agreement.

Scope

- Register the Customer with compliance schemes, national registries or other relevant authorities, including by signing appropriate agreements on behalf of the Customer.
- Report the Customer's sales data to the compliance schemes, national registries or other relevant authorities.
- Make any statement, application or communication with any involved third party relating to the National Regulations or receive any such statement, application or communication from any third party.
- Be billed instead of the Customer, receive and pay invoices, issued by third parties, with the exception of injunctions, penalty or other fees, if any, ordered by the supervisory authorities which shall be invoiced to the Customer directly.

Authorised signatories

The Power of Attorney is granted to Recipo in the persons of their employees and directors, as well as to the Schemes as may be required to ensure compliance of the Customer. Should Recipo need to delegate such power to a cooperation partner, Recipo should then request the prior written consent of the Customer, except for delegations to Schemes which is hereby accepted.

This Power of Attorney is signed electronically, and each Party will receive a signed counterpart by e-mail.

Recipo AS
[Name]

[Name of party]
[Name]



APPENDIX 2 – TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. Unless the context otherwise specifies or requires for the purposes of the Agreement, the terms and expressions in the Agreement shall have the meanings assigned to them below. Other capitalized words and expressions in the Agreement shall have the respective meaning ascribed to them elsewhere in the Agreement.

"Affiliates" means, in relation to a Party, a company or other entity which: (a) is controlled, directly or indirectly, by such Party; (b) controls, directly or indirectly, such Party; or (c) is under common control with such Party; where the expressions "is controlled", "controls" and "is under common control with" shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.

"Applicable law" means all applicable laws and regulations, as amended, modified, or re-enacted from time to time.

"Defect" means a material default in the performance of the Services by Recipo which has a negative impact on the Customer.

"Services" means the services described in Appendix 4 and its sub-appendices, which Recipo undertakes to perform under the Agreement.

"Subcontractor/s" means Recipo's Affiliates, third party suppliers or consultants used by Recipo for the provision of Services to Customer.

2. RECIPO'S UNDERTAKINGS

- 2.1. Recipo shall perform the Services in accordance with the Agreement, all Applicable Laws and as set out in Appendix 4.

3. CUSTOMER'S UNDERTAKINGS

- 3.1. The Customer undertakes to supply Recipo with any information that is needed for Recipo in order to fulfil the Services set out in Appendix 4 and its sub-appendices. This includes information about the sales volume of products covered by the Services, information about the content of the products as well as any other information Recipo might need. The reporting shall be made in accordance with Applicable Law and as set out in Appendix 4 and its sub-appendices.

- 3.2. The producer responsibility in Applicable Law remains with the Customer and the responsibility to fulfil legal obligations that is not included in the Services rest with the Customer. These obligations shall be performed in accordance with Applicable Law and includes, for instance:

- Registration with relevant authority.
- Supply relevant authority with information.
- Marking sold products.

- 3.3. The Customer shall provide further information to Recipo upon request in order to verify or complete any information provided by the Customer. Recipo, a duly authorized organization or an authority may appoint a third party to audit and verify the completeness or accuracy of any information provided. The Customer shall cooperate in any such audit and provide all required documentation and information. If a duly authorized organization or an authority requests an audit, or if Recipo discovers that information provided by the Customer was incomplete or incorrect, the Customer shall pay for the costs of any such audit whether it is performed at Recipo or at a Subcontractor. In addition, the Customer shall pay missing fees discovered during an audit, if any.

4. REMUNERATION AND PAYMENT

- 4.1. The Customer shall pay fees to Recipo for providing Services in accordance with the price list in Appendix 3. The price list can be changed by Recipo at any time by Recipo providing the Customer two months' prior written notice. For services handled by local partners or subcontractors, where Recipo acts under a Power of Attorney, Recipo may adjust prices with shorter notice if these partners change their terms. Recipo will inform the Customer of the new prices and reasons as soon as possible, with adjustments

effective immediately or on a specified date.

- 4.2. Customer will make payment to Recipo within thirty (30) days after date of invoice. If payment is not made in time by Customer, Recipo is entitled to penalty interest on the amount due in accordance with Applicable law.

- 4.3. Recipo shall, in accordance with Applicable Law, have procedures for repaying fees received or that otherwise take into account products not supplied or used on the relevant market.

5. CONFIDENTIALITY

- 5.1. All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or to any of its business matters, which has been disclosed or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the Agreement, nor be disclosed by it to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

6. LIABILITY AND LIMITATION OF LIABILITY

- 6.1. Recipo shall have an obligation to without undue delay remedy any Defect at its own cost. If a Defect cannot be remedied or rectified without undue delay, Customer shall be entitled to a reasonable reduction of the fees paid for such affected Service. In addition, Recipo shall compensate Customer for any direct damages arising out of or relating to the Defect.

- 6.2. Notwithstanding anything to the contrary in the Agreement or any other document signed between the Parties regarding the subject matter of the Agreement, either prior or subsequent to the Agreement, a Party shall in no event be liable for any loss of profits or revenue, loss of business or loss or inaccuracy of data or for any indirect, incidental, special, exemplary, punitive or consequential damages incurred by the other Party.

- 6.3. Notwithstanding anything contrary in this Clause 7 or otherwise in the Agreement, no limitations of liability shall apply to damages which cannot be excluded in accordance with Applicable Law, a Party's wilful misconduct or gross negligence, or breach of Clause 6.

7. SUBCONTRACTORS

- 7.1. Recipo shall be entitled to use Subcontractors without the Customer's prior written approval. Recipo shall remain fully responsible for the acts and omissions of such Subcontractors.

8. FORCE MAJEURE

- 8.1. If and to the extent that either Party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably have been expected to have taken into account at the time the Agreement was entered into or to have avoided or overcome the effects of, including, but not limited to, general labour disputes, war, fire, lightning, flood, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities (the "Force Majeure Event") such Party shall be released from liability in damages for delay in performing or failure to perform such obligations. The Party wishing to claim relief by reason of any circumstance as referred to in this Clause shall without undue delay notify the other Party in writing. If performance is materially prevented for more than three (3) months as a result of any of the circumstances as referred to in this Clause, the Party not affected by force majeure shall be entitled to immediately terminate the Agreement by notice in writing.



9. DURATION

- 9.1. The Agreement shall commence on the date specified on the first page of this Agreement when it has been duly executed by both Parties and (subject to earlier termination pursuant to Clause 11) shall remain in full force and effect for an indefinite term until terminated by either of the Parties giving the other Party not less than twelve months written notice to that effect. The termination shall take effect at the end of the calendar year that is first to occur after the end of the twelve months termination period.

10. PREMATURE TERMINATION

- 10.1. Without prejudice to any remedy it may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement with immediate effect:

- (a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-performance within 30 days after receipt of written notice: or
- (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

- 10.2. Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

11. SURVIVAL OF OBLIGATIONS

- 11.1. On termination of the Agreement, regardless of the reason for such termination, provisions contained in the Agreement that are expressed or by their sense and context are intended to survive the expiration or termination of the Agreement, shall so survive the expiration or termination, and continue in full force and effect.

12. MISCELLANEOUS

12.1. Changes and additions

- Changes and additions to the Agreement, including to this Clause 13.1, must be in writing and duly executed by the Parties.

12.2. Waiver

The failure of either Party to enforce at any time for any period of any one or more terms of the Agreement shall not be a waiver of such term(s) or of the right of such Party at any time subsequently to enforce all the terms of the Agreement.

13. DISPUTES AND GOVERNING LAW

- 13.1. Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with the Agreement, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English.

- 13.2. All arbitral proceedings conducted pursuant to Clause 14.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.

- 13.3. The Agreement (including Clause 14.3) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.



APPENDIX 3 – PRICE LIST

PRICES NORWAY FROM 1ST JANUARY 2025

WEEE & BATTERIES

Category		Price NOK /kg
1	Temperature exchange equipment	1.03
2	Screens, monitors, and equipment containing screens having a surface greater than 100 cm ²	2.40
3	Light sources	5.90
4.1	Large equipment > 50 cm	0.65
4.2	Photovoltaic panels	0.95
5.1	Small equipment < 50 cm	0.38
6	Small IT and telecommunication equipment < 50 cm	0.50
7	Large industrial equipment	0.38
8	Large industrial cables	0.38

Explanation to our categories:

[Producer Responsibility Norway](#)

Annual fee: 5 000 NOK

Authorized Representative fee: 5 500 NOK

(AR is required for companies registered outside of Norway but within Europe)

Penalty fee

A penalty fee of **1 500 NOK** will be imposed on the producer if the agreed-upon reports are not submitted by the specified deadlines.

All prices in NOK excl. vat



APPENDIX 4 – DESCRIPTION OF SERVICES

WEEE & Batteries

RECIPO'S UNDERTAKINGS

The Collective Collection Scheme

Recipo shall provide a collective system for the collection and disposal of all types of electrical equipment covered by producer responsibility for electrical equipment in accordance with applicable laws.

The collection system shall establish collection points at one or more locations in every region of Norway, ensuring a reasonable geographical distribution within each municipality. Recipo will operate the collection system in compliance with applicable producer responsibility legislation and relevant laws.

The collection system shall be organized to ensure easy accessibility and free disposal of electrical waste, facilitating households and others in separating these products from other waste and promoting the recycling of all or parts of the products.

Recipo will be responsible for ensuring that products submitted to the collective collection system are transported, pre-treated, recycled, reclaimed for material and energy, or otherwise disposed of in an environmentally acceptable manner.

Recipo shall act as appropriate to ensure the Customer is compliant to Applicable Laws in Norway in organizing and managing administration of the Customer's compliance for batteries in Norway, by a Scheme which is permitted by the Authorities under the Regulations. This may involve the affiliation of the Customer to the collective collection scheme provided and administered by a permitted Scheme of the choice of Recipo, provided that Recipo has reasonable ground to believe that the Scheme is performing all actions that a Scheme must perform under the Regulations. Those include actions such as waste collection and treatment across the territory of Norway, the supply of the adequate information to the Appropriate Norwegian Authorities as well as consultation with the municipal authorities and other collection schemes.

Duty to Supply Information

Recipo is required to register, compile accounts for, and report the following to the Norwegian Environmental Protection Agency:

a) The amount of waste collected via the collective collection system. b) The environmentally approved treatment plants used to treat the electrical waste. c) The amount of electrical waste sent to the treatment plant, including the quantities reused without pre-treatment, pre-treated, reused after pre-treatment, subjected to material recovery, subjected to energy recovery, and disposed of in other ways. d) The degree of reclamation and the degree of preparation for recycling achieved at the various treatment plants. e) The reclaimed quantities and the quantities prepared for recycling achieved at the various treatment plants. f) The amount of waste removed from Norway for treatment, including details on the disposal methods used.

Company Registration with the Norwegian EPA System

Recipo will manage the registration process for electrical equipment and/or batteries introduced to the market for all companies worldwide, regardless of whether we serve as Authorized Representative (AR) or not.

Reporting to the Norwegian EPA

Upon the Customer's request and after obtaining the necessary supporting information, Recipo will report to the Norwegian Environmental Protection Agency in accordance with applicable laws and the Agency's regulations. Reports will be submitted at least semi-annually, no later than August 15 (for Q1 & Q2) and February 15 (for Q3 & Q4) of each year.

Consultation with Municipal Authorities and Other Collection Schemes

Recipo shall, in accordance with Applicable Laws, consult the municipal authorities about the collection scheme, and consult with other permitted collection scheme about how the schemes can be coordinated.

Additionally, Recipo will provide information about the content of products managed within the collective collection scheme to waste handlers and other parties interested in reusing such products, as required by applicable laws.

OBLIGATIONS FOR THE CUSTOMER

Duty to supply information

Upon affiliation to the collective collection scheme, the Customer shall state estimated sales per year in weight and number. Subsequently on an ongoing basis and according to a separate agreement the customer shall though at least semi-annually and no later than by 15th of July and 15th of January of each year report to Recipo the actual sales volume in weight and number of each product and/or battery type for the agreed period.

Reporting to Recipo

Monthly Reporting: Reports to Recipo must be submitted the 11th of the month following the end of the reporting period.

Quarterly Reporting: Reports to Recipo must be submitted the 21st of the month following the end of the reporting period.

Final and Semi-annual Reporting: Reports to Recipo must be submitted no later than 15th of July for Q1-Q2 and 15th of January for Q3-Q4 each year agreed periods.

Marking of Products

The Customer must ensure that all products that they place on the market are marked in accordance with the provisions of applicable law.



Packaging

RECIPO'S UNDERTAKINGS

Recipo shall act as appropriate to ensure the Customer is compliant to the Applicable Laws in organizing and managing administration of the Customer's compliance for packaging in Norway, by a Scheme which is permitted by the Authorities under the Applicable Laws. This may involve the affiliation of the Customer to the collective collection scheme provided and administered by a permitted Scheme of the choice of Recipo, provided that Recipo has reasonable ground to believe that the Scheme is performing all actions that a Scheme has to perform under the Applicable Laws. Those include actions such as:

- a) Provide a collection system for packaging referable to the Customer, compliant to Applicable Laws.
- b) In accordance with Applicable Law, remove and recycle sorted packaging passed on to the collection system. Packaging that cannot be material recycled is disposed of through energy recovery as stipulated in the Applicable Law.
- c) Ensure that Scheme's services contribute to achieving the recycling targets as set forth in Applicable Law.
- d) In accordance with Applicable Laws, consult with concerned municipalities and provide reports of operations and recycling results to concerned Authorities.

Recipo shall assist the Customer in submitting reports regarding the Customer's operations according to Applicable Laws, to the extent allowed by authorities and Applicable Laws.

Recipo shall represent the Customer in all matters with regard to the execution of the obligations stated above, and the rights and obligations resulting from the Applicable Laws.

In addition to the services specified above, Recipo shall offer the Customer information and service regarding the design and recyclability of packaging.

Recipo has the right to study, and the Customer is obliged to provide, all such documentation required for Recipo to be able to execute the services and verify that actual packaging volumes reported by the Customer are correct.

OBLIGATIONS FOR THE CUSTOMER

The Customer shall see to it that Recipo, at each time during the agreement period, has a power of attorney to represent the Customer for the execution of the services.

The Customer shall provide Recipo, or, as may be requested by Recipo, the Scheme, the Applicable Laws or the Appropriate Authorities, with information reasonably required to comply with Applicable Laws and enable invoicing such as quantities per category placed on the market in Norway in the relevant period. That reporting shall be done according to the format or by the timelines reasonably required by Recipo or the Scheme communicated to the Customer, and when relevant, using the IT tool designated by Recipo or the Scheme.

The Customer shall register with the Scheme, or the Appropriate Authorities register and report the information mentioned in the foregoing paragraph, both either itself, or with the support of Recipo as may be decided by Recipo.

If the Customer is subscribing to AR service, it shall, before the end of the following month, provide Recipo with any information requested by Recipo or the Applicable Laws about volumes put on market the previous month. The Customer shall correct immediately any inaccurate information it has provided.

The Customer shall ensure it abides by all obligations which are binding on the Customers in the Regulations including, but not limited to ensuring that the products it puts on the market are marked in compliance with the Applicable Laws.