

TERMS AND CONDITIONS FOR ARA'S COMPLIANCE AND LICENSE AGREEMENT

PREAMBLE

1. The obligations of businesses that place packaging, packaged goods, single-use plastic products and/or fishing gear containing plastic on the Austrian market are set out in the Austrian Waste Management Act (Federal Law on Sustainable Waste Management, Federal Law Gazette I no. 102/2002, as amended; hereinafter referred to as **WMA**) and the Austrian Packaging Ordinance 2014 (Ordinance of the Federal Minister of Agriculture, Forestry, Environment and Water Management on the avoidance and recovery of packaging waste and certain waste goods, Federal Law Gazette II no. 184/2014, as amended; hereinafter referred to as **Packaging Ordinance**). For disposable tableware and cutlery, the regulations on household packaging apply.

Businesses join authorised collection and recovery systems to discharge the obligations they have in Austria with regard to packaging, single-use plastic products and/or fishing gear containing plastic.

2. Altstoff Recycling Austria AG (**ARA**) runs collection and recovery schemes for household and commercial packaging (collectively called **ARA System**) that are authorised under the WMA. These schemes cover all packaging materials and tariff categories specified in the Packaging Ordinance. The scheme for household packaging also covers single-use plastic products and/or fishing gear containing plastic.

I. APPLICABILITY OF ARA'S TERMS AND CONDITIONS

1. By signing the **ARA Compliance and License Agreement** (hereinafter the **Agreement**), the contracting party (**license partner**) joins ARA System. The agreement – and the business relations between the license partner and ARA – is governed by ARA's Terms and Conditions as amended, which form an integral part of the agreement.
2. ARA provides its services and concludes agreements with license partners solely on the basis of these Terms and Conditions. Deviating, conflicting or supplementary Terms and Conditions or similar provisions set out by the license partner are expressly rejected, even if they are set out in the offer or acceptance of the offer to enter the contract or if ARA is otherwise aware of them. ARA's Terms and Conditions shall also prevail over any conflicting contents of the offer or the license partner's acceptance of the offer to enter the contract.
3. The Terms and Conditions contain special provisions for certain license partners. For instance, license partners who put below-threshold amounts of packaging on the market in Austria in a given calendar year do not have to submit data on the actual amount of packaging (Section VIII) but are subject to a flat-rate scheme (Section XVII).

II. DEFINITIONS

1. The definitions set out in the WMA, the Packaging Ordinance and the Verpackungsabgrenzungsverordnung (packaging classification ordinance for household and commercial packaging, Federal Law Gazette II no. 10/2015, as amended) shall apply unless specified otherwise in the Terms and Conditions.
2. For the purposes of the agreement, the following definitions shall apply:
 - a. Packaging: packaging within the meaning of the Packaging Ordinance, including service packaging and disposable tableware, to the extent that it is subject to the participation, take-back and recovery obligations under the Packaging Ordinance; the definition does not include reusable packaging pursuant to Article 6 Packaging Ordinance, deposit single-use drink packaging pursuant to Article 6a Packaging Ordinance, prohibited single-use plastic products under Article 13n WMA and difficult-to-recover packaging pursuant to Article 7 Packaging Ordinance (see ARA's Black List, which can be downloaded from www.ara.at)
 - b. Household packaging: household packaging within the meaning of Article 13h paragraph 1 WMA and packaging within the meaning of an ordinance pursuant to Article 13h paragraph 2 WMA
 - c. Commercial packaging: commercial packaging within the meaning of Article 13h paragraph 3 WMA and packaging within the meaning of an ordinance pursuant to Article 13h paragraph 2 WMA
 - d. Unfilled packaging: packaging placed on the market as a product, with the exclusion of service packaging; in this case,

- the businesses downstream of those who placed it on the market are subject to the participation, take-back and recovery obligations under the Packaging Ordinance
- e. Household scheme: collection and recovery system for household packaging authorised under Articles 29 and 29b WMA
 - f. Commercial scheme: collection and recovery system for commercial packaging authorised under Articles 29 and 29d WMA
 - g. Place on the market: to import (Article 3 item 13a Packaging Ordinance), to hand over (Article 3 item 13b Packaging Ordinance) and to hand over, in a manner not covered by these provisions, packaging to legal entities in Austria (e.g. suppliers based outside Austria who entered a compliance agreement)
 - h. Single-use plastic products: single-use plastic products within the meaning of Annex 6 Packaging Ordinance.
 - i. Fishing gear: fishing gear within the meaning of Article 3 item 27 Packaging Ordinance, if it contains plastic.

III. NON-PROFIT PRINCIPLE

1. In the implementation of this agreement, ARA acts in line with its non-profit status. All its activities related to the provision of the compliance service for packaging, single-use plastic products and fishing gear are not intended to make a profit.
2. Unplanned surpluses (which are achieved despite the fact that ARA's rates are calculated to make no profit) shall not be paid out to license partners but – like shortfalls – shall be considered in the calculation of tariff rates for the following periods.
3. ARA shall use the revenue it receives in a cost-effective, efficient and appropriate manner.

IV. COMPLIANCE SERVICE FOR PACKAGING, SINGLE-USE PLASTIC PRODUCTS AND FISHING GEAR

1. ARA shall ensure the collection and recovery of commercial packaging commensurate to its market share and shall ensure the collection and recovery of household packaging.

For single-use plastic products and fishing gear, ARA shall manage the extended reporting obligations, collect the surcharges and reimbursement rates specified by the authorities and meet any other legal obligations.

2. By concluding a Compliance and License Agreement, the license partner joins ARA System. The agreement covers the amount of packaging, single-use plastic products and fishing gear reported to ARA.
3. In the provision of the compliance service, ARA shall have the right to conclude contracts with third parties who, on behalf of the collection and recovery system, take on and fulfil those of the license partner's obligations that can be outsourced to such a system. The license partner's rights against the third party shall be exercised solely by ARA as the license partner's trustee and in its own name, but on behalf of and in the interest of the license partner. The services ARA receives from third parties under contracts with them are in its own name, but on behalf and in the interest of the license partner.
4. In justified cases, ARA reserves the right to refuse the provision of the compliance service for packaging, single-use plastic products and fishing gear reported.

V. SCOPE OF PARTICIPATION FOR PACKAGING

Notification of allocation criteria

1. In general, the license partner joins ARA System for all packaging of a given tariff rate category (see Section V Articles 9-14 for details on the suspension of rate categories).
2. License partners who wish to simultaneously use ARA System and another collection and recovery system for packaging that belongs in one and the same tariff category shall, in advance, notify ARA of transparent allocation criteria (see Article 8 paragraph 3 Packaging Ordinance) via the ARA online portal. The same requirement applies to changes to these criteria.
3. Allocation criteria shall be deemed transparent if, upon inspection of the license partner's books and records (see Section XIII), they make it possible to establish whether the license partner has been fully compliant with his obligations under the Packaging Ordinance for a given tariff category. ARA shall have the right to specify additional detailed requirements for the allocation criteria, which will be published at www.ara.at.

ARA shall have the right to object to the license partner's allocation criteria, to the extent that they are not sufficiently transparent and to the effect that they cannot be applied. In this case, the license partner shall have the right to notify ARA, within 14 days (and additionally within the deadlines set out in Section V Article 9), of his intention to suspend the tariff category in question pursuant to Section V Articles 9-14. If the license partner does not exercise this right, he joins ARA System for all packaging of that tariff category.

4. If and as long as ARA does not object to the allocation criteria within the deadline specified, the criteria shall apply from the beginning of the calendar quarter following the notification (for instance, if a license partner notifies ARA of the allocation criteria in March, they will apply from 1 June). If the license partner notifies ARA of the allocation criteria before the deadline of the very first data submission, and no later than three months after the conclusion of the contract, the license partner shall have the right to use the criteria from the beginning of the first reporting period.

Limited participation

5. A license partner who, for packaging he places on the market in Austria, does not fall under the definition of “entity with a primary obligation” (pursuant to Article 13g paragraph 1 WMA) but who
 - a. enters a compliance agreement for packaging as a supplier of the entity with a primary obligation (see Section V Article 6a-b and Section V Article 7a-b),
 - b. enters a compliance agreement for commercial packaging as a customer of the entity with a primary obligation (see Section V Article 7c),
 - c. enters a compliance agreement for unfilled packaging as a supplier of the entity with a primary obligation,
 - d. enters a compliance agreement as a principal of a contract packer/filler (see Section V Articles 6c and 7d),
 - e. uses packaging for the first time as intended on behalf of entities with a primary obligation or other businesses subject to the WMA or the Packaging Ordinance,shall join ARA System in accordance with Section V for all packaging for which he entered into an agreement with entities with a primary obligation or other businesses subject to the WMA or the Packaging Ordinance in Austria regarding the conclusion of a compliance agreement prior to putting it on the market and for which he issued a relevant declaration pursuant to the requirements of the WMA and the Packaging Ordinance.
6. The license partner shall be exempt from the obligation to join a collection and recovery system for **household packaging** if he can prove that:
 - a. legal compliance is obtained by a supplier established in Austria (Article 13g paragraph 3(1)a WMA in conjunction with Article 8 paragraph 2 Packaging Ordinance),
 - b. legal compliance is obtained by a supplier established in the European Union who uses the services of an Authorised Representative (Article 13g paragraph 3(1)d WMA in conjunction with Article 8 paragraph 2 Packaging Ordinance),
 - c. legal compliance is obtained by the principal of a contract filler/packer (Article 13g paragraph 3(1)c WMA),
 - d. the license partner takes back and reuses the packaging (Article 9 paragraph 2(5) Packaging Ordinance),
 - e. the packaging is exported by the license partner or a customer (Article 9 paragraph 2(5) Packaging Ordinance),
 - f. the packaging is imported for own use by the license partner himself and reused or recovered (Article 17 Packaging Ordinance).
7. The license partner shall be exempt from the obligation to join a collection and recovery system for **commercial packaging** if he can prove that:
 - a. legal compliance is obtained by a supplier established in Austria (Article 13g paragraph 3(1)a WMA in conjunction with Article 10 paragraph 4 Packaging Ordinance),
 - b. legal compliance is obtained by a supplier established in the European Union who uses the services of an Authorised Representative (Article 13g paragraph 3(1)d WMA in conjunction with Article 10 paragraph 4 Packaging Ordinance),
 - c. legal compliance is obtained by a customer (Article 13g paragraph 3(1)b WMA in conjunction with Article 10 paragraph 3 Packaging Ordinance),
 - d. legal compliance is obtained by the principal of a contract filler/packer (Article 13g paragraph 3(1)c WMA),
 - e. the packaging is exported by the license partner or his customer,
 - f. the packaging is supplied directly to a major waste producer pursuant to Article 15 Packaging Ordinance (Article 13g paragraph 3(1)a or 4 WMA), or
 - g. the packaging is imported for own use by the license partner himself and reused or recovered (Article 17 Packaging Ordinance).
8. Upon request, the license partner shall submit this evidence to ARA. The following documents shall be considered conclusive evidence
 - a. Legal compliance obtained by the license partner’s supplier or customer: a legally binding declaration issued by the license partner’s supplier or customer that conforms to the requirements of the Packaging Ordinance (Section V Article 5a, Section V Article 6a-b, Section V Article 7a-c)
 - b. Own imports (Section V Article 6f, V Article 7g): declarations by the waste management or recovery company
 - c. Take-back of household packaging (Section V Article 6d): invoice cancellation, return delivery notes
 - d. Export (Section V Article 6c, Section V Article 7e): invoice for export orders or other proof of export
 - e. Supply to major waste producers (Section V Article 7f): declaration issued by the major waste producer
 - f. Legal compliance obtained by the principal of the contract filler/packer (Section V Articles 6c and 7d): legally binding declaration that conforms to the requirements of the Packaging Ordinance and is issued by the principal

Suspension of rate categories

- License partners who wish to not join ARA System for all packaging of a category they put on the market shall notify ARA of this fact via the ARA online portal and suspend participation for this tariff category.
- For the time period during which this suspension applies and for the tariff category in question, the license partner shall be exempt from his data submission and payment obligations.
- The suspension of a tariff category shall apply from the end of a calendar quarter following a notice period of three (3) months.

If the license partner submits the relevant notification before the deadline of the first data submission after the conclusion of the contract, and no later than three (3) months after the conclusion of the contract, the suspension shall apply from the beginning of the first reporting period.

- Suspended tariff categories can be reactivated. To do so, the license partner logs in to ARA's online portal and indicates which tariff categories he wishes to reactivate. Alternatively, the license partner can also simply submit packaging data for the tariff category in question in accordance with Section VIII.

Unless specified otherwise by the license partner, the reactivation of a suspended tariff category shall take effect at the beginning of the following calendar quarter.

- The suspension of one or more tariff categories shall not affect the validity of the agreement concluded with the license partner. In particular the provisions relating to the termination of contract (Section XXIII) shall remain unaffected.
- The suspension of one or more tariff categories by the license partner precludes the application of Section XVII (flat-rate scheme).

VI. SCOPE OF PARTICIPATION FOR SINGLE-USE PLASTIC PRODUCTS AND FISHING GEAR

- The license partner participates in ARA System with all single-use plastic products and fishing gear, unless he can prove he uses the services of another collection and recovery scheme for these products and gear.
- Unless stipulated otherwise in the WMA, Packaging Ordinance and these Terms and Conditions, the rules set out in Section V on the suspension of tariff rate categories shall also apply to surcharges or cost reimbursements for single-use plastic products and fishing gear.

VII. TARIFFS, FEES, SURCHARGES ON SINGLE-USE PLASTIC PRODUCTS

- The license partner shall pay ARA a fee (**ARA compliance fee**) for taking on the legal take-back and recovery obligation for packaging and for the rights conferred on him by ARA.
- This packaging compliance fee is calculated on the basis of the current rates (**ARA tariff rates**) for the amount of packaging covered by the agreement and reported to ARA (Section VIII). A list of tariff rates, which are set by ARA, is published at www.ara.at.
- ARA shall have the right to adjust the tariff rates and structures at the beginning of each month. The new rates are published at www.ara.at. If possible, changes that lead to an increase in tariff rates are published one month before the new rates take effect.
- ARA shall have the right to specify a minimum amount each license partner has to pay per calendar year (**ARA minimum fee**).

The level of ARA's minimum fee reflects the administrative overhead ARA incurs for the administration of this agreement irrespective of the amount of packaging, single-use plastic products and fishing gear put on the market. The level of the minimum fee is published in the list of tariff rates, which can be downloaded from www.ara.at. ARA shall have the right to adjust this level at the beginning of each year or, in the event of changes to the requirements under the WMA or the Packaging Ordinance, once these changes take effect. Such changes shall be published at www.ara.at with adequate advance notice.

- ARA shall have the right to set a flat rate (**ARA flat fee**) for license partners who put less than a certain amount of packaging on the market (Section XVII).
- From 2023, ARA shall collect the uniform surcharge and reimbursement amounts for single-use plastic products and fishing

gear pursuant to Article 9 paragraph 2a Packaging Ordinance from the license partner for the obligations under Article 18a paragraphs 1 and 3 of the Packaging Ordinance. ARA shall collect the surcharge on single-use plastic products on behalf and for the account of a beneficiary named by the authorities pursuant to Article 9 paragraph 2a Packaging Ordinance and the Packaging Coordination Board (Verpackungskoordinierungsstelle, VKS) pursuant to Article 30a WMA. The license partner undertakes to pay the surcharge on single-use plastic products.

7. The surcharge and reimbursement amounts the license partner has to pay for single-use plastic products and fishing gear (**surcharge on single-use plastic products**) is calculated using the applicable uniform rates specified by the authorities based on the amount of single-use plastic products and fishing gear reported by the license partner (Section VIII). ARA includes the surcharge and cost reimbursement rates in its list of tariff rates, which is available at www.ara.at. The administrative expenses ARA incurs in connection with the collection of the surcharge on single-use plastic products will be invoiced to the beneficiary named by the authorities.
8. License partners affected by an increase in tariff rates, the minimum fee or the flat fee shall have the right to cancel the agreement pursuant to Section XXIII Article 6b.

VIII. CALCULATION AND SUBMISSION OF DATA FOR PACKAGING, SINGLE-USE PLASTIC PRODUCTS AND FISHING GEAR, DEADLINES

1. The license partner is obliged to ensure the timely submission of data reports he makes pursuant to the WMA, Packaging Ordinance and Packaging Classification Ordinance for packaging, single-use plastic products and fishing gear covered by the agreement under Sections V and VI as well as the notifications for reusable packaging pursuant to § 9 para 1b and § 13 para 3a of the Packaging Ordinance in due time. The license partner is responsible for determining the amount and tariff rate categories of packaging, single-use plastic products and fishing gear for said data reports and for keeping records of the calculation basis. ARA declines any liability for this. Insofar as the provisions of the Packaging Ordinance require it, the data reports sent to ARA must include both unit and mass data for single-use plastic products and fishing gear (made entirely or partly from plastic).
2. The license partner shall submit accurate and complete data on the amount of packaging, single-use plastic products and fishing gear covered by the agreement and put on the market in the applicable reporting period (month, quarter, calendar year). The license partner uses the online tool (ARA online portal, see Section XI) and the forms and procedures provided by ARA for the submission of data reports, and he pays the fees and/or surcharges on single-use plastic products calculated on the basis of the current tariff rates.
3. The data reports submitted by the license partner on the amount of packaging, single-use plastic products and fishing gear, specifically their accuracy and completeness, is subject to verification as set out in Section XIII.
4. ARA calculates the compliance fee for this packaging in each reporting period based on the packaging data submitted and the tariff rates valid during the reporting period. In addition, ARA calculates the surcharge on single-use plastic products based on the data submitted for single-use plastic products and fishing gear and the current uniform surcharge and reimbursement rates, which are specified by the authorities. ARA issues one or more invoices to the license partner. By default, the original electronic invoice is sent to the email address provided by the license partner.
5. The **deadline for the submission** of packaging **data** is the 15th day of the month immediately following the applicable reporting period (Section IX), and the associated **payment** is due on the 15th day of the month immediately following the data submission deadline. The data on single-use plastic products and fishing gear is submitted annually on 15 March of the following year, and the associated payment is due one month later, on 15 April of that year.

Reporting and payment deadlines for packaging

- a. Monthly data for January must be submitted on 15 February, and payment is due on 15 March.
 - b. Quarterly data for the first quarter must be submitted on 15 April, and payment is due on 15 May.
 - c. Annual data must be submitted on 15 January of the following year, and payment is due on 15 February of that year.
6. If the calculated fee falls below the level of ARA's minimum fee for a given calendar year, the license partner is obliged to pay the minimum fee. Following receipt of the last packaging data report for a given calendar year, ARA issues an invoice to the license partner specifying the calculated fee and the balance against the minimum fee. Payment shall be made within 14 days of receipt of invoice. Section XII Article 4 shall apply in the case of late payments.
 7. In addition to the data reports pursuant to Section VIII Article 5, the license partner is obliged to submit the following data for the preceding year by 15 March of the following year through the online tool provided by ARA (ARA online portal):
 - a. data reports pursuant to Article 9 paragraph 1b and Article 13 paragraph 3a Packaging Ordinance, with separate data for household and commercial packaging, and
 - b. mass data for recycle pursuant to Article 21a paragraph 2 Packaging Ordinance.

8. ARA has the right to adjust the deadlines at the beginning of each quarter or, in the event of changes to the requirements under the WMA or the Packaging Ordinance, once these changes take effect. Such changes are published at www.ara.at with adequate advance notice.

IX. REPORTING PERIOD

1. For packaging, the applicable reporting period (month, quarter, calendar year) is determined on the basis of the license partner's projected **ARA annual fees**:

Household packaging:

- a. If the license partner's projected annual fee for household packaging is lower than € 1,500 the license partner shall submit annual data for that calendar year (annual reporter).
- b. If the license partner's projected annual fee for household packaging is between € 1,500 and € 20,000 the license partner shall submit quarterly data for that calendar year (quarterly reporter).
- c. If the license partner's projected annual fee for household packaging is higher than € 20,000 the license partner shall submit monthly data for that calendar year (monthly reporter).

The same rule applies to commercial packaging.

For single-use plastic products and fishing gear, the license partner shall submit annual data reports.

2. If a license partner participates in ARA System with household and commercial packaging, one single reporting period shall apply to both types of packaging. The reporting period is determined as follows:
 - a. If the projected annual fee for either household packaging or commercial packaging is between € 1,500 and € 20,000 and the other projected annual fee is lower than € 1,500 the license partner shall submit quarterly data reports for both types of packaging (quarterly reporter).
 - b. If the projected annual license fees for either household or commercial packaging exceed € 20,000 the license partner shall submit monthly data in that calendar year (monthly reporter).
3. ARA has the right to adjust these values at the beginning of each year or, in the event of changes to the requirements under the WMA or the Packaging Ordinance, once these changes take effect. Such changes are published at www.ara.at with adequate advance notice.
4. To make it possible for ARA to calculate the projected annual fee based on the current tariff rates, the license partner shall submit, within one month from the date of conclusion of the agreement, his projection data of the total amount of packaging covered by the agreement in the current calendar year, by using the ARA online portal and the form provided by ARA. Separate data must be provided for household and commercial packaging. Data must be pro rata if the agreement takes effect on a date other than 1 January. If the license partner fails to submit the data within the specified period, ARA determines the applicable reporting period and notifies the license partner of its decision via the ARA online portal.
5. For license partners with whom ARA has an ongoing (or previously had a) contractual relationship, ARA uses past data for the projection of annual data and notifies the license partner of the resulting reporting period(s) via the ARA online portal.
6. ARA has the right to assume that the rule under Section IX Article 2 applies (one reporting period for household and commercial packaging) for as long as the license partner submits one data report for both types of packaging.
7. The license partner is obliged to evaluate the projected annual data on an ongoing basis.
8. The license partner is obliged to inform ARA of changes to the projected annual data that would lead to a change in his reporting period(s) under Section IX Articles 1 and 2. If ARA becomes otherwise aware of such a change or of the applicable reporting period (for instance, based on the data submitted by the license partner), ARA sets the adequate reporting period even in the absence of explicit confirmation from the license partner.
9. The criteria for determining the first reporting period following the conclusion of the agreement are set out in Section XXII.
10. If the agreement of an annual reporter takes effect on a date other than 1 January, the first reporting period is shortened, and if it ends on a date other than 31 December, the last reporting period is shortened. In these cases, the data submission and payment deadlines for quarterly reporters apply.
11. If the amount of packaging a license partner puts on the market in a given calendar year is no more than 1,500 kg for household packaging and no more than 1,500 kg for commercial packaging (and no tariff categories have been suspended), he is subject to ARA's flat-rate scheme (Section XVII), and the provisions of this Section do not apply.

X. OVERVIEW OF DATA SUBMITTED AND YEAR-END STATEMENT FOR PACKAGING

1. The provisions of Section X apply only to packaging and to monthly or quarterly reporters.
2. Following receipt of the last packaging data report for a given calendar year, an overview of the amount of packaging the license partner reported for that year is made available to the license partner on the ARA online portal (**ARA overview of data submitted**).
3. The license partner has the right to submit a year-end statement (**ARA year-end statement**) by 15 March of the year immediately following the reporting year. The year-end statement, which is prepared on the basis of the overview of data submitted, allows the license partner to revise the data so as to take into account the following verifiable factors he was not aware of when preparing the data:
 - a. Packaging the license partner put on the market was exported by the license partner himself or a customer.
 - b. The license partner took back and reused household packaging (Article 9 paragraph 2 item 5 Packaging Ordinance).
 - c. The license partner was mistaken about the weight or amount of packaging he had to report.
 - d. The license partner supplied packaging directly to major waste producers pursuant to Article 15 Packaging Ordinance.
 - e. The license partner imported packaging himself and reused or recovered it (own-use import: Article 17, Annex 3 item 3 Packaging Ordinance).
4. The license partner does not have the right to set a retroactive limit on the amount of packaging covered by a valid agreement because he wishes to (or already did) join a different collection and recovery system to fulfil his obligations.
5. ARA reserves the right to object to year-end statements in their entirety or for specified packaging within three (3) weeks of receipt.
6. A year-end statement is deemed accepted by ARA if and as long as ARA does not exercise this right or imports and processes the data of the year-end statement. ARA issues an invoice to the license partner, which is based on the tariff rates valid during the reporting year and in which the over- or underpaid amount is specified. In case of an overpayment, the license partner has the right to deduct the difference from the next payment due. In case of underpayment, the license partner is obliged to pay the outstanding amount within 14 days of receipt of invoice. Section XII Article 4 shall apply in the case of late payments.
7. Non-objection to, and even explicit acceptance of a year-end statement does not constitute acceptance by ARA of the data submitted in the year-end statement, especially with regard to their accuracy and completeness.

XI. ARA ONLINE PORTAL, ARA ONLINE REPORTING TOOL

1. The license partner is obliged to use ARA's online reporting, invoicing and information system (currently the Internet application **ARA online portal**), above all for:
 - a. submitting all packaging data reports, including year-end statements, and data reports on single-use plastic products and fishing gear (**ARA online data reports**),
 - b. receiving information and data from ARA, such as data submission guidelines, overviews of data submitted, notifications, information about price changes or invoices,
 - c. submitting the required declarations of intent, notifications of applicable tariff categories, or packaging data projections,
 - d. communicating company data or changing the data provided,
 - e. viewing the overview of data compiled by ARA on the license partner (above all company data), and
 - f. using all other forms and procedures provided by ARA for communication via the ARA online portal, unless specified otherwise in the agreement (e.g. communication by email).

2. The license partner shall name an administrator for use of the portal. This administrator shall be a person authorised by the license partner to have full access to the ARA online portal, including the right to view the license partner's company data.

For security reasons, the administrator needs personal access data (user name and password) to log in to the ARA online portal. ARA will send the access data to him or her after the conclusion of the agreement.

The administrator can create additional user accounts in accordance with the portal's available account profiles.

3. The license partner is responsible for keeping the user name and password confidential and for not disclosing them to unauthorised third parties.

Depending on the rights assigned to a user account, anyone who logs in to the ARA online portal by entering a correct user name and password can view the license partner's electronic company data sheet and other company data on the portal. Beyond the requirement to enter a valid user name and password, ARA is not obliged to verify whether a user is authorised to access company data. ARA shall not be liable for any misuse of data.

4. ARA shall take reasonable steps to protect the application and back up its data. The license partner acknowledges the fact that data processing systems, computers and software are not error-free. ARA shall not be liable for the uninterrupted error-free availability of the ARA online portal.
5. If the license partner cannot submit his online data report on time for technical reasons (e.g. due to data transmission problems), he shall contact ARA immediately.
6. ARA shall not be liable for any damages resulting from the use of third-party hard- or software to access the ARA online portal and shall not compensate the license partner or a third party for consequential damage arising, for whatever reason, from the use of the ARA online portal. ARA shall be liable at law for any other damages only where the damage is caused by ARA's gross negligence or intent.
7. All data and information provided by ARA to the license partner via the ARA online portal, including invoices, data submission guidelines and notifications, shall be deemed to have been communicated to the license partner as soon as they have been posted on the portal.

XII. PAYMENTS

1. The license partner shall send all payments to an account designated by ARA. All fees shall be paid free and clear of any deductions or charges.
2. In general, ARA's invoices include value added tax at the current rate. Different rules may apply to license partners who do not have a place of business in Austria (see Section XVIII).
3. With the exception of undisputed or legally ascertained counterclaims, the contracting parties do not have the right to offset claims arising from this agreement or assert their right of retention.
4. If a fee payable under the agreement has not been paid by the due date (see above all Section VIII Article 5), the license partner's account is deemed in default after that day, and ARA is entitled to charge interest on overdue amounts at a rate of 8 percentage points above base rate.

ARA has the right to adjust the level of interest charged on late payment. Such changes are published at www.ara.at with adequate advance notice.

5. In case of arrears, ARA has the right to charge a reminder fee pursuant to Article 458 Austrian Commercial Code and to claim reimbursement of out-of-court collection costs pursuant to Article 1333(2) Austrian Civil Code.
6. The level of the standard fee payable under the Terms and Conditions for higher administrative overhead (Section XVI Article 5) is published in the list of tariff rates at www.ara.at.

XIII. RIGHTS AND DUTIES REGARDING DATA VERIFICATION

1. ARA has the right to verify the accuracy and completeness of the data reports submitted by the license partner. To this end, ARA or an auditing firm commissioned and paid by ARA shall have the right to inspect the license partner's books and records to the extent that they are relevant to determining the amount of packaging, single-use plastic products and fishing gear covered by the agreement and to calculating the fee due. If necessary, the license partner is obliged to provide the auditors with additional information and submit extracts from and copies of documents at his own expense.
2. In accordance with the provisions of the WMA (Article 29b paragraph 1 item 4 and Article 29d paragraph 1 item 4 WMA), the license partner also grants this right to the VKS, which was established in accordance with Article 30a WMA, if and as long as the VKS maintains a contractual relationship with ARA as provided for in this agreement. Detailed and up-to-date information about the VKS's right of audit and the license partner's duty of cooperation can be accessed on the VKS website at <https://www.vks-gmbh.at> (German language).
3. ARA will exercise its right to verify participation in another collection and recovery system for packaging, single-use plastic products and fishing gear under Section XIII Article 1 not by itself but through an auditing firm (see Section V Article 2). The auditors shall provide ARA with information on the type and amount of the packaging, single-use plastic products and fishing gear in question, but not on the Terms and Conditions of other collection and recovery systems.
4. The license partner shall without delay inform ARA about announced inspections by the VKS, and specifically about the relevant dates. Upon request, the license partner is obliged to provide ARA with comprehensive information about ongoing inspections that affect his participation in ARA System. Without prejudice to its own right of inspection, ARA has the right to attend inspections by the VKS.

5. If an inspection – also one carried out by the VKS – reveals that the data on the amount of packaging, single-use plastic products and fishing gear are inaccurate, incomplete or otherwise in violation of the agreement, the provisions for the submission of inaccurate data shall apply.

The amount of packaging, single-use plastic products and fishing gear missing in the license partner's data are considered to have been reported retrospectively (see Section VIII), and ARA issues an invoice for the fees due, which will be calculated on the basis of the tariff rates valid during these reporting periods.

6. In contrast, if an inspection reveals that the license partner submitted data and paid fees for packaging, single-use plastic products and fishing gear that were not covered by the agreement under Section V, ARA issues a credit note to the license partner, who has the right to deduct the amount from his next payment.
7. If an inspection reveals underreporting by more than 5 % of the annual total mass for each tariff category in a period from 1 January 2022, ARA has the right to charge a penalty of 20 % of the outstanding fee amount pursuant to Article 29 paragraph 14 WMA. This penalty is collected regardless of culpability in addition to the outstanding fee and cannot be reduced in court.
8. If an inspection reveals that the submission of incorrect data for packaging, single-use plastic products and fishing gear was due to gross negligence or intent on the part of the license partner, he shall also reimburse ARA for the direct and indirect costs of inspection.

XIV. PRIVACY

1. ARA complies with Austrian and European data protection legislation when processing the license partner's data. For detailed information, please refer to ARA's Privacy statement for license partners, which is available at www.ara.at.

XV. RIGHT TO USE THE TRADEMARK, GREEN DOT SYMBOL

1. The license partner is granted the revocable and non-transferable right, restricted to the territory of the Federal Republic of Austria, to depict the Green Dot symbol on packaging covered by the agreement in a non-misleading manner for the term of the agreement. The symbol, which can be downloaded from www.ara.at, is a registered trademark of "Der Grüne Punkt – Duales System Deutschland GmbH" (hereinafter referred to as DSD), and ARA has the right to administer licenses in Austria.
2. The Green Dot shall only be used in accordance with accepted trademark practice. The license partner shall be free to choose the colour, embossing and size of the symbol, as well as any associated text, to the extent that they are not misleading. On packaging, the minimum size of the Green Dot shall be 6 mm in diameter. Any breach of these requirements can lead to revocation of the license. Please note that the minimum size of 6 mm in diameter only applies in Austria, and that other collection and recovery systems in other countries may require a different minimum size or a different symbol.
3. Any changes to the trademark or the symbol are announced separately at www.ara.at. The license partner takes note of the fact that the use of the trademark in another country may require him to obtain the consent of the collection and recovery system authorised in that country. Payment of a fee to ARA does not imply that DSD or any other authorised system consent to the use of the trademark, nor does it imply that the license partner paid a membership fee for a foreign collection and recovery system that is comparable to ARA System.
4. The right to use the symbol also includes the license partner's right to use illustrations of packaging bearing the symbol for publicity purposes in Austria.
5. It also includes the right to highlight, in the advertising of the product itself or advertising that is directly connected with it – but not in other forms of advertising, and in particular not in advertising aimed at promoting the license partner's business as such –, the fact that the packaging of the product bears the symbol (advertising rights).

XVI. ANNUAL REPORTERS OF PACKAGING

1. The provisions of this Section XVI apply only to license partners who submit annual data for packaging and do not use the flat-rate scheme.
2. At the latest at the beginning of the year immediately following the reporting period, ARA provides an electronic form for the submission of annual data to the license partner by posting the form on the ARA online portal.
3. The license partner can download the original electronic invoice from the ARA online portal.
4. If the annual fee calculated on the basis of the license partner's annual data fall below the **ARA minimum fee**, the invoice

issued by ARA in line with Section VIII Article 4 specifies the annual fee and the balance against the minimum fee.

5. If the license partner fails to meet the deadline for submitting annual data (see Section VIII Article 5), ARA, after having sent one reminder, has the right to charge a standard fee in addition to the reminder fee and interest on overdue payment.

The level of the standard fee, which is set by ARA, is published in the list of tariffs at www.ara.at. ARA has the right to adjust this level at the beginning of each year or, in the event of changes to the requirements under the WMA or the Packaging Ordinance, once these changes take effect. Such changes are published at www.ara.at with adequate advance notice.

6. If the license partner submits his annual data by 15 March of the year following the reporting period, ARA shall cancel the standard fee under Section XVI Article 4 and issue a credit note for its amount minus a separate administrative charge. The license partner shall have the right to deduct the resulting amount from his annual fee.
7. If the license partner fails to submit his annual data by 15 March of the year following the reporting period, payment of the standard fee shall be final.

XVII. FLAT-RATE SCHEME FOR PACKAGING, SINGLE-USE PLASTIC PRODUCTS AND FISHING GEAR

1. The provisions of Section XVII apply only to packaging and to license partners who in a given calendar year put no more than 1,500 kg of household packaging (Article 9 paragraph 2 item 3 Packaging Ordinance) and no more than 1,500 kg of commercial packaging (Article 13 paragraph 2 item 3 Packaging Ordinance) on the market in Austria.
2. License partners eligible for the flat-rate scheme do not fulfil their contractual obligations by submitting data on the amount of packaging they actually put on the market and pay the fee based on the relevant ARA tariff rates. Instead, they pay an annual flat fee (**ARA flat fee**) under Article 9 paragraph 2 item 3 and Article 13 paragraph 2 item 3 Packaging Ordinance.

The provisions of Section VIII do not apply to these license partners; of the provisions of Section IX, only Articles 3-5 (projected annual data) apply.

3. ARA has the right to adjust the weight limits under Section XVII Article 1 at the beginning of each year or, in the event of changes to the requirements under the WMA or the Packaging Ordinance, once these changes take effect. Such changes are published at www.ara.at with adequate advance notice.
4. The level of the ARA flat fee, which is set by ARA, is published in the list of tariffs at www.ara.at. ARA has the right to adjust this level at the beginning of each year or, in the event of changes to the requirements under the WMA or the Packaging Ordinance, once these changes take effect. Such changes are published at www.ara.at with adequate advance notice.
5. ARA issues an annual electronic invoice to the license partner at the beginning of the year immediately following the reporting period. Payment of the flat fee shall be due on 15th February of that year. The original electronic invoice shall be made available to the license partner via the ARA online portal. Section XII Article 4 shall apply in the case of late payments.
6. ARA informs the license partner via the ARA online portal that he is eligible for the flat-rate scheme based on his projected annual data under Section IX Articles 3–8 for the current calendar year.
7. The license partner is obliged to evaluate, on an ongoing basis, ARA's decision and his assessment of the total amount of packaging covered by the agreement and, if necessary, provide ARA with corrected data via the ARA online portal. Unless the license partner notifies ARA of a change, ARA assumes that the license partner continues to fulfil the eligibility criteria for the flat-rate scheme under Section XVII Article 1 (also in subsequent years), and that the provisions of this Section continue to apply.
8. If a license partner to whom the provisions of this Section apply on the basis of his projections exceeds the weight limits under Section XVII Article 1 (so that he is no longer eligible for the flat-rate scheme), he shall inform ARA of this fact by 15 March of a given year for the preceding year.
9. If a license partner to whom the provision of this Section **do not apply** on the basis of the submitted projections (i.e. the license partner submits data reports on the amount of packaging he actually put on the market in accordance with Section VIII) falls below the weight limits under Section XVII Article 1 on the basis of his annual data (adjusted by a year-end statement, if applicable), the provisions of this Section shall apply to him. Without prejudice to his obligation to evaluate his projection data and notify ARA of his projected annual data (Section IX Articles 3-8), the license partner shall inform ARA of this fact by 15 March of the year immediately following the reporting period.
10. If the license partner fails to inform ARA of the new situation and ARA becomes otherwise aware of the license partner's eligibility for the flat-rate scheme, for instance as a result of an inspection under Section XIII, ARA has the right to consider this fact and apply the flat-rate scheme.

11. If, in retrospect, the license partner did not fulfil the eligibility criteria for the flat-rate scheme, the provisions of Section VIII shall apply retroactively for the period(s) in question. Specifically, the license partner is obliged to provide a breakdown by packaging materials for the amount of packaging he put on the market, pay the fees due on the basis of the applicable tariff rates after taking into account the flat-rate fees already paid. The late payment charges set out in Section XII Article 4 shall apply.
12. The flat-rate scheme does not apply to license partners, even though the amount of packaging they put on the market falls below the weight limit under Section XVII Article 1 and they meet the eligibility criteria for the flat-rate scheme, if they inform ARA of their wish to not join the flat-rate scheme and ARA acknowledges this decision. In this case, the provisions of this Section do not apply.
13. The license partner pursuant to Section XVII 1. who also place single use plastic products or fishing gear on the market shall not be required to pay the actual masses of single use plastic products or fishing gear placed on the market and the surcharges or cost reimbursements pursuant to Section VII, but shall pay an annual flat-rate surcharge determined by the authorities. The notification period pursuant to Section VIII 5. 2. sentence shall apply to the notification of whether single use plastic products or fishing gear are placed on the market.

The collection of the flat-rate surcharge by ARA is carried out in accordance with Section VII 6. and 7. in conjunction with Section VIII 5. 2. sentence.

XVIII. LICENSE PARTNERS ESTABLISHED OUTSIDE AUSTRIA

1. The provisions of Section XVIII apply only to license partners that are businesses within the meaning of Article 3a paragraph 5 Value Added Tax Act and that do not have a place of business in Austria.
2. For license partners that have a place of business in an EU Member State, the provision of ARA's compliance service under the agreement is subject to the general clause of Article 3a paragraph 6 Value Added Tax Act (other services provided to businesses). According to this clause, the place of supply shall be the place from which the license partner carries on his business. However, if the services are provided to a fixed establishment of the taxable person located in a place other than the place where he has established his business, the place of supply shall be the place where that fixed establishment is located (**reverse charge mechanism**).

Accordingly, if the license partner does not have a place of business in Austria, the reverse charge mechanism applies and the license partner as the recipient of services is liable to pay the tax; ARA's invoices will be issued excluding VAT, and the license partner is responsible for accounting for VAT to the tax authorities. In this context, "place of business" is meant to include, for instance, head or branch offices, production sites, service centres, warehouses, purchasing offices or sales outlets.

3. The license partner is obliged to provide ARA with all relevant information via the ARA online portal. Specifically, when concluding the agreement, he shall notify ARA via the ARA online portal of whether or not he has a place of business in Austria and if so, provide its VAT or tax number. In addition, he shall without delay notify ARA of any changes thereto. If applicable, he shall also submit to ARA confirmations issued by the tax authorities.

Receipt of this information is a prerequisite for ARA to make a non-binding assessment of the VAT rules applicable to the license partner's business and not charge VAT. ARA shall make this assessment on the basis of information provided by the license partner, but is liable neither for the accuracy and lawfulness of the assessment nor for the accuracy and lawfulness of the information provided by the license partner. The license partner shall be liable for any adverse effects for ARA as a result of incorrect or incomplete information.

4. License partners whose place of business is in a country outside the EU are subject to the provisions of Section XVIII Articles 2-3 only if the services provided by ARA under the agreement are subject to the reverse charge mechanism in that country, and the license partner, upon request by ARA, furnishes proof that his company is a VAT-registered entity in that country. Depending on the legal situation in Austria or the third country, ARA may require the license partner to provide additional documentation.
5. Section V Article 5c shall apply with regard to the scope of participation, but the limits to participation under that article do not apply to mail-order companies.

XIX. UNFILLED PACKAGING

1. The provisions of this Section XIX only apply to license partners who put unfilled packaging (Section II Article 2d) on the market.
2. Unless specified otherwise in this Section, unfilled packaging is subject to the same regulations as other packaging.
3. The classification of unfilled packaging as household or commercial packaging depends on its status as household or commercial packaging when put on the market once it has been filled (or used otherwise as intended). The license partner shall be responsible for allocating unfilled packaging to the correct category; this classification must be specified in the contract with his customer (see Section V Article 5), and the license partner shall take it into account in the preparation of his packaging data report.
4. Section V Article 5c shall apply with regard to the scope of participation.

XX. CALCULATION AND SUBMISSION OF DATA FOR SINGLE-USE PLASTIC PRODUCTS AND FISHING GEAR, DEADLINES

1. ARA provides the license partner with an electronic form for the submission of data on single-use plastic products and fishing gear by posting the form "Annual data report on single-use plastic products and fishing gear" (see Section IX Article 1) on the ARA online portal. At the latest, the form shall be made available at the beginning of the year immediately following the reporting period.

XXI. AMENDMENTS TO THE AGREEMENT

1. ARA has the right to amend the agreement at the beginning of each quarter by posting a revised version of the Terms and Conditions at www.ara.at.

ARA shall inform the license partner in writing about any changes at least four (4) weeks before they take effect, by sending the revised or new provisions and the date of their entry into force to the email address provided by the license partner. If the license partner does not agree with a revision, he has the right to cancel the agreement in accordance with Section XXIII Article 6c, provided that the change goes beyond what is provided for in Section XXI Articles 2-4.

2. In addition, ARA has the right to amend the agreement by posting a revised version of the Terms and Conditions at www.ara.at, in particular with regard to the provision of the latest forms and supplements, to the extent that ARA's actions are not manifestly unreasonable, that no essential contract provisions are concerned and that the amendment is necessary or appropriate to ensure the smooth functioning of ARA System. ARA shall inform the license partner in writing about any such amendments by sending the revised or new provisions and the date of their entry into force to the email address provided by the license partner.
3. If a supplement to the agreement is subject to an amendment under Section XXI Articles 1 or 2, ARA shall remove the old supplement from, and post the new supplement and the date of its entry into force at, www.ara.at.
4. ARA has the right to amend information on the contractual relationship or the implementation of the agreement (fact sheets, guidelines etc.) at any time by posting the revised documents at www.ara.at; ARA shall inform the license partner of any changes of substance to such documents by sending an email notification to the email address provided by the license partner.
5. The provisions of this Section are without prejudice to ARA's right to amend other conditions of service set out in other Sections of the Terms and Conditions.

XXII. TERM OF THE AGREEMENT, BEGINNING OF THE FIRST REPORTING PERIOD

1. The date of conclusion of the agreement shall be the day on which the agreement is signed by both parties.
2. The agreement shall come into force on 1 January of the year of conclusion of the agreement, or on a date specified by the license partner at the conclusion of the agreement using a method prescribed by ARA (form, online).
3. The first reporting period shall start on the date on which the agreement takes effect.
4. The agreement is concluded for an indefinite period.

XXIII. TERMINATION OF THE AGREEMENT

1. The contracting parties shall have the right to terminate the agreement on 30 June or 31 December of each year by giving six months' notice to the other party.
2. Under certain circumstances, the agreement may be terminated without notice.
3. If these circumstances apply only to specific tariff categories, such termination may be limited to these categories (partial termination).
4. The following circumstances are considered grounds for immediate termination of the agreement (non-exhaustive list):
 - a. Opening of insolvency proceedings, filing of a petition to initiate insolvency proceedings or rejection of an insolvency petition due to lack of assets
 - b. Suspension of business operations
 - c. Grossly negligent or intentional provision of inaccurate data in the context of information or data submission duties
5. Grounds for immediate termination of the agreement by ARA include the following:
 - a. Major obstructions to the management of packaging waste caused by the license partner, such as sending packaging of blacklisted materials (see Section II Article 2a) or packaging with prohibited single-use plastic products (Article 13n WMA) for disposal by ARA System
 - b. Grossly negligent or intentional provision of incorrect data by the license partner in the context of his data submission and information duties
 - c. Obstruction of the data verification rights under Section XIII by the license partner
 - d. Continued failure to meet a data submission or payment deadline following a reminder setting a grace period of 14 days
 - e. Use of the Green Dot symbol for purposes other than those set out in Section XV or in advertising by the license partner in a manner that has a material adverse effect on the reputation of the trademark or on ARA's efforts to ensure the nationwide coverage of its collection and recovery schemes
6. Grounds for immediate termination of the agreement by the license partner include the following:
 - a. Withdrawal of ARA's authorisation for relevant tariff categories and, if the authorisation continues to be valid on the basis of ARA's right to continue operations as a collection and recovery system for packaging in the relevant tariff category, revocation of that right.
 - b. Increase in a tariff rate, the ARA minimum fee or the ARA flat fee, provided that the license partner is affected by the increase; the termination notice must be served within three (3) weeks of the date on which ARA notified the license partner of the rate increase; the agreement shall be terminated on the date immediately preceding the date on which the increase takes effect. An increase that only affects the uniform surcharge and cost reimbursement rates pursuant to Article 9 paragraph 2a Packaging Ordinance, which are specified by the authorities, does not entitle the license partner to terminate the agreement with immediate effect
 - c. Amendment to the Terms and Conditions under Section XXI Article 1; the termination notice must be served within three (3) weeks of the date on which ARA notified the license partner of the amendment; the agreement shall be terminated on the date immediately preceding the date on which the amended Terms and Conditions take effect.
7. Notice of termination shall be sent by registered mail.

XXIV. MISCELLANEOUS

1. The contract language is German. Contract documents in a language other than German are provided for information purposes only. The customer shall not be entitled to conduct business correspondence with ARA in a language other than German.
2. Without prejudice to Section XIII Article 7 (penalty) and Section XIII Article 8 (reimbursement of inspection costs), damages for breach of contract shall apply only in the case of gross negligence or intent.
3. The transfer of the license partner's rights and obligations under the agreement in their entirety to another legal entity requires the express approval of ARA, unless that entity belongs to the same group as the license partner. A transfer of the license partner's obligation to join a collection and recovery system or of his right to obtain compliance shall be excluded.
4. Any revisions and amendments ARA is entitled to make under the Terms and Conditions shall only be made on objective grounds. An increase in ARA tariff rates, the ARA minimum fee or the ARA flat fee as well as revisions of the Terms and Conditions under Section XIX Article 1 is deemed accepted by the license partner unless he objects in writing within three (3) weeks of the date of notification of the change and exercises his right to cancel the agreement.
5. The license partner is obliged to provide, via the ARA online portal, an email address that ARA can use for effective communication and sending documents; by sending an email to that address, the email including attachments shall be

deemed to have been received by the license partner. The license partner shall have the same right when sending emails to ARA's official email address, which is published at www.ara.at.

ARA shall inform the license partner of this email address when posting relevant revisions under the Terms and Conditions (e.g. price changes or revisions of the Terms and Conditions) to the ARA online portal or publishing them at www.ara.at.

6. As long as ARA has not been informed of a new address, ARA shall have the right to use the address provided on the ARA online portal. Any notice or document sent by ARA to the license partner shall be deemed served upon delivery to that address. Any notice or document that does not have to be in writing and that does not have to be sent by registered mail shall be deemed served when it is sent to the email address provided on the ARA online portal.
7. Unless expressly stated otherwise, deadlines specified in a document start to run on the date of the document's posting. Unless expressly stated otherwise, compliance with the deadline requires only that the document has been posted on the deadline date.
8. All value limits and amounts under the agreement are exclusive of value-added tax.
9. If any of the provisions is found to be invalid, this shall not affect the validity of the remaining provisions, which continue to have full force and effect. In such cases, ARA and the license partner agree to use their best efforts to replace the invalid or unenforceable provision by a provision that achieves the intended purposes.
10. Supplements to the agreement are an integral part of the agreement.
11. The license partner shall be liable to pay any duties or charges payable under the agreement.
12. The agreement is subject to Austrian law to the exclusion of the conflict-of-law provisions of private international law and the UN Sales Convention.
13. Any disputes arising under or in connection with the agreement shall be subject to the exclusive jurisdiction of the Commercial Court of Vienna, Austria.