

## Framework Agreement

concerning the provision of insolvency-safe guarantees

in accordance with §7 subsection 1 ElektroG (latest version, called ElektroG in the following)

through participation in the annual collective guarantee system  
of Elektro-Altgeräte Garantie GmbH

between

**Elektro-Altgeräte Garantie GmbH, Munich, Germany**

(referred to in the following as: “EAG GmbH”)

and

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.....

*Information for English speaking participants:  
1:1 English translation of the German „Rahmenvereinbarung“. Base for the national register is the German version.*

§7 subsection 1 of the German Act Concerning the Sale, Return and Environmentally Compatible Disposal of Electrical and Electronic Equipment (“ElektroG”) of October 2015 obliges producers of electrical and electronic equipment, according to §3 no. 9 ElektroG, or their attorneys according to §3 no. 10 ElektroG to submit proof at least annually of an insolvency-safe guarantee for financing the return and disposal of electrical and electronic equipment placed on the market for possible use in private households. To fulfil this obligation, EAG GmbH and the participant make the following agreement. A particular characteristic of the guarantee provision in accordance with this agreement is that, for the equipment volumes placed on the market annually by the participants, EAG GmbH arranges for an external security provider, as a third party, to provide an insolvency-safe guarantee to fulfil the obligations of all participants covering the recourse claims of the 'stiftung elektro-altgeräte register' [National Register for Waste Electrical Equipment] (stiftung ear) as the joint body as defined in §5 ElektroG against the participants according to §34 subsection 2 ElektroG and the claims of the 'stiftung ear' from the assumptions of debt of EAG GmbH. The assumption of debt of EAG GmbH as joint debtor in all obligations of the participant in question from recourse claims according to §34 subsection 2 ElektroG, which stiftung ear has a right to make against the participant is a further characteristic of the guarantee provision. A requirement for taking part in the EAG GmbH guarantee system is that the participants must be involved in cost-share financing in accordance with §31 subsection 5 section 3 no. 2 ElektroG.

## **§1 Subject of the contract**

- 1) Within the scope of the present agreement, EAG GmbH offers a collective guarantee system for each calendar year. Each year, the participant confirms his participation in the collective guarantee system for this calendar year by submitting a signed "Notice of basic amounts" (notification of basic amounts for registration by equipment type for the calendar year).
- 2) EAG GmbH is instructed to carry out data maintenance on the basis of an authorization to be prepared by it separately and submitted to stiftung ear (Annex 1) and additionally authorized to become active as a commissioned third party according to §43 ElektroG and §14 German Administrative Procedures Act (VwVfG).
- 3) EAG GmbH will fulfil the participant's obligation to provide an insolvency-safe guarantee, with all the associated duties arising from §7 subsection 1 ElektroG for the guarantee periods during which the participant takes part in the EAG GmbH guarantee system.

## **§2 Obligations of EAG GmbH**

- 1) For the calendar year and/or equipment types for which the participant is a member of its guarantee system, EAG GmbH will fulfil the participant's obligations under §7 subsection 1 ElektroG to furnish proof in advance for the following calendar year of the provision of an insolvency-safe guarantee for financing the return and disposal of electrical and electronic equipment placed on the market by the participant in the following calendar year for possible use in private households,
- 2) To secure these obligations of participants to provide guarantees, EAG GmbH will take out insolvency-safe reinsurance for every subsequent calendar year in good time before it starts with an institutional protection provider (payable on first demand) which covers in particular the recourse claims under §34 subsection 2 ElektroG of stiftung ear against all participants.
- 3) In addition, EAG GmbH undertakes as a joint debtor, to enter into all obligations of the participant under recourse claims according to §34 subsection 2 ElektroG which stiftung ear may make against the participant for the calendar years in which the participant is a member of a guarantee system of EAG GmbH. EAG GmbH furthermore undertakes to provide proof of an insolvency-safe guarantee for
  - i) the recourse claims according to §34 subsection 2 ElektroG which stiftung ear may make against the participant and
  - ii) the claims of stiftung ear against EAG GmbH further to the assumption of debt for the recourse claims of stiftung ear against the participant according to §34 subsection 2 ElektroG.

- 4) stiftung ear directly acquires the right to demand on its own behalf from EAG GmbH the fulfilment of all obligations described in §2 subsection 3 of this agreement (real contract in favour of third parties as defined in §328 subsection 1 BGB [German Civil Code]). In addition, the participant is also entitled to demand from EAG GmbH the fulfilment of these obligations.
- 5) The required total amount guaranteed for all participants for which EAG GmbH undertakes to fulfil the obligations arising from §7 subsection 1 ElektroG is calculated in accordance with the applicable regulations of stiftung ear (currently ear 02-003).
- 6) For each participant for which EAG GmbH undertakes to fulfil the obligations arising from §6 subsection 3 ElektroG, EAG GmbH will calculate the amount of the required guarantee per type of equipment in relation to the basic amount for registration submitted by the participant for the following year and, on payment of the premium for the same (§5 of this agreement), certify this for each type of equipment and submit a record to the responsible authority and/or stiftung ear. In the event of changes to any of the factors used to calculate the required guaranteed amount (quantity, return rate, waste disposal costs) which subsequently results in a higher guarantee premium within any guarantee term, the guarantee amount and if applicable the insolvency-safe reinsurance (payable on first demand) are to be appropriately adjusted.
- 7) The obligations from the relevant guarantee payable on first demand end with expiry of the average maximum life expectancy of the relevant type of equipment in accordance with the regulations of stiftung ear (currently ear 02-003). The average maximum life expectancy commences at the end of the calendar year in which the equipment is put on the market.
- 8) Immediately upon receipt of the invoiced payment, EAG GmbH will notify the responsible authority and/or stiftung ear of its undertaking to fulfil the obligations of the participant to provide an insolvency-safe guarantee in accordance with §7 subsection 1 ElektroG, provided the relevant quantities of electrical or electronic equipment of the participant are covered by the insolvency-safe reinsurance (payable on first demand) are covered according to §2 subsection 2 of this agreement.

#### **§ 2a Assumption of dept**

The EAG GmbH enters as joint debtor in all obligations of the participant in question from recourse claims according to §34 subsection 2 ElektroG, which stiftung ear has a right to make against the participant is a further characteristic of the guarantee provision. Stiftung ear directly acquires the right to claim the fulfillment of all obligations resulting from (real contract from EAG GmbH in favor of third parties within the meaning of § 328 paragraph 1 BGB). In addition, the participant is also entitled to claim the fulfilment of these obligations from EAG.

### **§3 Guarantee event to be covered**

The guarantee event for which the proof of guarantee is given starts if, in a particular equipment type, the registration of the last registered manufacturer or in the event of authorization according to §8 ElektroG its attorney who chose the calculation of its obligation according to §31 subsection 5 sentence 3 no. 2 is terminated.

### **§4 Obligations of the participant**

- 1) With the signing of this agreement, the participant undertakes to take part in the collective guarantee system of EAG GmbH in accordance with §7 subsection 2 sentence 1 no. 4 ElektroG for the types of equipment for which the participant has signed this agreement. Other participants, with whom EAG GmbH has made or will make identical agreements, are members of this system. The participant further undertakes to issue a written authorization to EAG GmbH in accordance with Annex 1 and to provide system access in accordance with Annex 2..
- 2) The participant undertakes to report to EAG GmbH by 1st October of each year the planned basic amounts for registration for each type of equipment for the following calendar year. By submitting the "Notice of basic amounts" for a calendar year, the participant confirms its participation in the guarantee system for the calendar year in question. The notification in good time of the basic amounts for registration is a precondition for the provision of services by EAG GmbH on time.
- 3) The participant undertakes to pay the guarantee expenses after receipt of the invoice for the same by 30th October of each year or to pay by direct debit to EAG GmbH.

### **§5 Payment**

- 1) For the services listed in §§1-3 of this agreement, the participant pays EAG GmbH a payment, the constituents of which are listed in Annex 3. In the event of any changes to these constituents, EAG GmbH will adjust it accordingly
- 2) The payment is due in advance without deductions on receipt of the invoice from EAG GmbH. Once the invoice amount has been cleared in the bank account of EAG GmbH, the guarantee data for the participant will be filed with stiftung ear within the scope of the issued authorization (Annex 1) using the provided system access (Annex 2). The participant will be sent the guarantee certificate by electronic communications. The participation in the guarantee system requested by submission of the notice of basic amounts only becomes valid for the calendar year in question upon payment of the guarantee invoice.

**§6 Contract term, notice, dissolution of EAG GmbH**

- 1) This agreement commences on XX.XX.XXXX and is concluded for an indeterminate period. It can be terminated subject to six months' notice to the end of a calendar year, but not until one full calendar year has elapsed after signing of the agreement.
- 2) The agreement can be terminated at any time on serious grounds without notice.
- 3) Termination of this agreement does not affect the insolvency-safe reinsurances (payable on first demand) concluded in accordance with §2 subsection 2 and the obligations covered thereby, especially the assumption of debt by EAG GmbH under §2 subsection 3 with §2a of this agreement for the calendar years of the participant's membership of a guarantee system; these continue to apply to their full extent to the end of their term for the quantities of electrical and electronic equipment for the average maximum life expectancy of the relevant type of equipment in accordance with the regulations of stiftung ear (currently ear 02-003) and remain with stiftung ear as the beneficiary to be claims and appropriately disposed of on occurrence of a guarantee event.
- 4) No refund of parts of the payments will be made to the producer in the event of termination of this contract.

**§7 Liability, applicable law, place of jurisdiction**

- 1) Where legally permissible, the liability of EAG GmbH is restricted to intent and gross negligence.
- 2) This contract is subject to the law of the Federal Republic of Germany.
- 3) The place of jurisdiction for all disputes arising from this contract is Munich.

**§8 Partial invalidity, omissions, change of the contract requirement**

- 1) In the event that individual provisions of this agreement are or should become invalid, this does not affect the remaining content of this agreement. The parties to the agreement will cooperate amicably to find a new provision that complies with the requirements of the ElektroG and corresponds in economic result to the invalid provisions.
- 2) This agreement is made under reservation of the recognition by the responsible authority and/or stiftung ear of the guarantee system as a "suitable system" in terms of §37 subsection 6 ElektroG. If recognition of suitability is definitively refused for a calendar year, all mutual rights and obligations shall lapse for the parties for the calendar year in question.
- 3) The responsible authority and/or stiftung ear must be immediately notified of any amendments to this contract.

- 4) In the event that amendments to the ElektroG or other basic legal provisions make amendments to this agreement necessary, the parties undertake to cooperate in making the necessary amendments to this agreement

**§9 Other**

Signing this agreement means that any existing participant agreement relating to proofs of guarantee given to stiftung ear from October 2015 onwards is superseded by this agreement. For the guarantees proven before October 2015 for quantities up to and including December 2015 (cf. §46 subsection 3 ElektroG), the provision of the participant agreement existing to date shall continue.

**EAG GmbH**

**Participant**

\_\_\_\_\_  
Name of contract partner in block capitals

Munich, \_\_\_\_\_

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Signature and company stamp

\_\_\_\_\_  
Signature and company stamp

Annex 1

## Producer authorization under ElektroG

The company

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**Authorizer -**

authorizes

Elektro-Altgeräte Garantie GmbH  
Elsenheimerstr. 55a  
80687 Munich  
- represented by Managing Director Stephan Riemann –

**Attorney -**

as the commissioned third party in terms of §43 of the German Act Concerning the Sale, Return and Environmentally Compatible Disposal of Electrical and Electronic Equipment (ElektroG) to take all necessary measures in relation to fulfilment of the obligations arising from §7 subsection 1 ElektroG and to issue and receive all declarations required from or useful to the authorizer in this context and to undertake activities (e.g. in the stiftung ear system). To this end, the authorizer provides a user ID and password to the attorney on a strictly confidential basis for access to the stiftung ear system.

The authorization particularly applies to signing agreements for the required guarantees and exercising voting rights for the declaration of intent on the committees of stiftung ear, to the extent that these relate to the guarantee and registration. The attorney acts as a contact with the responsible authorities and/or stiftung ear in relation to the authorizer's obligations arising from ElektroG.

This authorization is restricted exclusively to activities required for implementation of the guarantee obligations and registration arising from ElektroG. The authorization includes the exemption of the attorney from the restrictions of §181 BGB [German Civil Code].

The authorization is valid until revoked. In this case, the attorney is required to notify the responsible authority and/or stiftung ear of the revocation immediately.

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Place and date

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Signature and company stamp

Annex 2

## Data for system access at stiftung ear

Company: \_\_\_\_\_

User ID: \_\_\_\_\_

Password: \_\_\_\_\_

Registration no. if applic.: \_\_\_\_\_

EAG GmbH must be notified immediately of any changes to the access data.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Signature and company stamp

for information only



## Constituents of the payment to EAG GmbH

The following constituents of the payment are the subject of the contract:

- One-off joining fee (incl. registration service) 300 €  
Onward invoicing of the insurance premium for the guarantee reinsurance for the volume guaranteed in the period of validity of the guarantee in accordance with stiftung ear and reinsurance company requirements (for current premiums, see guarantee calculator at [www.eag-gmbh.de/en/offer.html](http://www.eag-gmbh.de/en/offer.html))
- Type of equipment recording and administration, including documentation 50 €
- Issue of Guarantee, including guarantee submission and evidence (for the process) 350 €

The payment does not include fees to stiftung ear.