



Suomen Pakkaustuottajat Oy
Finlands Förpackningsproducenter Ab
Finnish Packaging Producers Ltd

CONTRACT

BETWEEN THE PRODUCER AND THE PRODUCER ORGANISATION (ÅLAND)

1 PARTIES

The Producer (hereinafter “Producer”)
and
Finnish Packaging Producers Ltd. (hereinafter “Producer Organisation”)

Hereinafter referred to together as the “Parties” and separately as “Party”.

2 BACKGROUND AND PURPOSE OF THE CONTRACT

With this Contract, the Producer with producer responsibility as determined in the Åland Act (2018:83) on the Application of the National Waste Act and pursuant to the National Waste Act (646/2011, including amendments) joins the Producer Organisation and transfers its producer responsibility obligations to the Producer Organisation.

“Producer” refers to an operator who manufactures or professionally imports the following products into Åland and places them on the Åland market:

- packaging for which the producer is considered to be the packer of the product or the importer of the packaged product; however, for packaging used for packaging food and other products at the point of sale directly to consumers (service packaging) and packaging used for packaging unprocessed agricultural and horticultural products (grower packaging), the producer is considered to be the manufacturer or importer from 1 January 2024;
- cups for beverages, including cup covers and lids, sold empty to end users that are single-use plastic products, for which the producer is considered to be the manufacturer or the importer of the cups;
- producers are also those who professionally import products from mainland Finland to Åland.

For the sake of clarity, it is stated in accordance with the Åland Act (2018:83) that the provisions of the National Waste Act apply to this Contract, unless otherwise provided for in the Åland Act (2018:83) or in the Åland Decree (2018:92) on Producer Responsibility.

3 CONTRACT FORM-SPECIFIC TERMS

JOINT CONTRACT

This Contract may be made as a Joint Contract.

“Joint Contract” refers a Contract signed by a group or a wholesale operator, a chain organisation or a franchisor that is a Producer and that has the right, based on ownership, agreement or other authorisation, to represent its member companies/organisations that are Producers. A Joint Contract can be signed with a company regardless of the type of company.

If the Contract is a Joint Contract, the Producers listed in Appendix 2 to this Contract shall enter into the Joint Contract when the Contract is signed. A company/organisation that signs the Joint Contract affirms and agrees that: (i) it is entitled to sign the Joint Contract; and (ii) each Producer that is entering into the Joint Contract is aware of the content and obligations of this Contract and the Terms of Contract and is committed to comply with the Contract and the Terms of Contract. The company/organisation that signs the Joint Contract is obliged to submit Appendix 2 at the time of signing and to keep the list up to date in accordance with the Terms of Contract. Appendix 2 specifies which Producers have entered into the Joint Contract and the form of authorisation on the bases of which the Producer signing the Joint Contract represents the Producers that have entered into the Joint Contract.

4 CONTRACT FORM-SPECIFIC APPENDICES TO BE APPLIED

APPENDIX 1 Terms of Contract between the Producer and the Producer Organisation

If applicable: APPENDIX 2 Producers included in the Joint Contract and authorisation

APPENDIX 3 Publication of the Price List

5 THE PARTY SIGNING THE CONTRACT AND THE FORM OF THE CONTRACT

Single Contract (please tick): ☐

Joint Contract (please tick): ☐

Producer's name:

Address:

Post code:

Town:

Business ID:

Contact person:

Contact person's telephone number:

Contact person's email address:

6 SIGNATURE

This Contract, along with its appendices, constitutes the entire Contract between the Parties. The Parties commit to the Contract and Terms of Contract by signing it. The Contract is applicable between the Parties from _____. If the Producer does not separately specify when the Contract shall enter into effect, it shall take effect from the date of signature. Under a separate agreement, the Producer Organisation has authorised Finnish Packaging Recycling RINKI Ltd (hereinafter "RINKI Ltd") to accept this Contract on its behalf. RINKI Ltd will communicate the acceptance of the Contract to the signatory Producer.

Producer's signature

Date (date and place):

Company name:

Signature:

Name in block letters:

Please send the Contract to:

FINNISH PACKAGING RECYCLING RINKI LTD
Tynnyrintekijäkatu 1 C, FI-00580 HELSINKI, FINLAND
Email: info@rinkiin.fi. Tel. +358 9 616 230.
Business ID 1109694-1.
www.rinkiin.fi

TERMS OF CONTRACT BETWEEN THE PRODUCER AND THE PRODUCER ORGANISATION

1 TERMS OF CONTRACT

These Terms of Contract are an integral part of the Contract between the Producer and Finnish Packaging Producers Ltd (hereinafter “Producer Organisation”).

2 DEFINITIONS

“Contract” refers to: (i) a single contract signed by an individual Producer; or (ii) a Joint Contract signed by a company/organisation that is entitled to sign a Joint Contract and that has been entered into by Producers in accordance with the Joint Contract. This Contract, along with its appendices, constitutes the entire Contract between the Parties.

“Terms of Contract” refer to any contractual terms in force.

“Producer” refers to an operator who manufactures or professionally imports the following products into Åland and places them on the Åland market:

- packaging for which the producer is considered to be the packer of the product or the importer of the packaged product; however, for packaging used for packaging food and other products at the point of sale directly to consumers (service packaging) and packaging used for packaging unprocessed agricultural and horticultural products (grower packaging), the producer is considered to be the manufacturer or importer from 1 January 2024;
- cups for beverages, including cup covers and lids, sold empty to end users that are single-use plastic products, for which the producer is considered to be the manufacturer or the importer of the cups;
- producers are also those who professionally import products from mainland Finland to Åland.

“Distance seller” refers to a single producer that distance sells products directly to users in Åland and is established in another region than Åland.

“Operator Comparable to a Producer” refers to an operator established in another region than Åland and delivers products to producers established in Åland by other means than distance sales.

“E-commerce Platform Administrator” refers to an e-commerce platform administrator which has a written authorisation to fulfil producer responsibility obligations on behalf of the distance sellers operating on the platform and that are listed in the contract for E-commerce Platform Administrator in Appendix 4.

“Authorised Representative” refers to an authorised representative established in Åland, and which must in all cases be appointed with a written Authorisation Agreement and which assumes producer responsibility on behalf of the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator in Åland and fulfils the obligations related to producer responsibility on its behalf.

For the sake of clarity, it is stated that a Distance Seller, Operator Comparable to a Producer, E-commerce Platform Administrator or the Authorised representative appointed by these operators, is referred to as a “Producer” under these Terms of Contract.

“Producer Organisation” refers to the Producer Organisation specified in paragraph 1, and which is accepted for entry in the producer register in Åland.

“RINKI Ltd” refers to Finnish Packaging Recycling RINKI Ltd.

“Fees” refers to the fees determined annually by the Producer Organisation to cover the costs incurred by the Producer Organisation while taking care of producer responsibility obligations.

3 PRODUCER RESPONSIBILITY

Producers with producer responsibility must arrange waste management services for the product packaging they place on the market and are also responsible for the ensuing costs. A Producer with producer responsibility may transfer its producer responsibility to a Producer Organisation as provided in the Åland Act (2018:83) on the Application of the National Waste Act and the Åland Decree (2018:92) on Producer Responsibility, in pursuance of the National Waste Act (646/2011, including amendments) and the Government Decree on Packaging and Packaging Waste (1029/2021, including amendments).

A Producer may comply with its statutory producer responsibility obligations by signing a Contract or by signing a Joint Contract. If a Producer signs a Contract or a Joint Contract, producer responsibility for packaging is transferred from the Producer to the Producer Organisation.

The transfer of responsibility is conditional on the Producer Organisation having been approved for entry in the waste management register in Åland and on the Producer notifying the competent authority that it has signed this Contract.

Under a separate agreement, the Producer Organisation has authorised RINKI Ltd to accept this Contract on its behalf. Furthermore, the Producer Organisation has assigned to RINKI Ltd the responsibilities itemised in paragraph 5 below.

For the sake of clarity, it is noted that the transfer of producer responsibility does not cover packaging requirements, but the Producer is responsible for meeting packaging requirements, including properties and labelling, in accordance with the relevant legislation.

4 DUTIES OF THE PRODUCER ORGANISATION

The Producer Organisation is responsible for producer responsibilities arising from the regulations referred to in paragraph 3 above in respect of those Producers who have signed the Contract or the Joint Contract and have agreed to these Terms of Contract.

The Producer Organisation is responsible for ensuring that it is accepted for entry in the register in Åland. The Producer Organisation must immediately notify the Producers that have entered into the Contract if it is removed from the producer register. In such a situation, the Producer Organisation must carry out its obligations in full until it has been removed from the producer register. Once it has been removed from the producer register, the Fees are invoiced or refunded to the Producers in accordance with a separate account and calculation.

5 TASKS TRANSFERRED TO RINKI LTD BY THE PRODUCER ORGANISATION

RINKI Ltd aids the Producer Organisation by taking care of the following tasks assigned to it by the Producer Organisation:

- a) RINKI Ltd approves Contracts in the name of the Producer Organisation and registers the Producers that have signed the Contract in the RINKI customer register. RINKI Ltd maintains a publicly available list of Producers that have signed the Contract; the list is updated and fulfils the authorities' requirements.
- b) RINKI Ltd plans the data collection process and collects the necessary packaging data from Producers and saves the data in its register. RINKI Ltd checks the data it receives. RINKI Ltd performs packaging data audits to verify the accuracy of the data submitted by the Producers. RINKI Ltd compiles packaging

statistics and a description of the collection of packaging data therein in a manner that meets the requirements of legislation and the authorities.

- c) RINKI Ltd provides customer services to Producers that have signed the Contract with the Producer Organisation. The customer service team offers advice on matters concerning packaging producer responsibility and reports to the Producer Organisation.
- d) RINKI Ltd invoices Producers for the Fees set by the Producer Organisation, handles the collection of any unpaid Fees from Producers where necessary and deposits the Fees in full with the Producer Organisation.
- e) RINKI Ltd provides statutory and other communication to Producers regarding packaging producer responsibility.
- f) RINKI Ltd reports to the Producer Organisation on the execution of packaging statistics, customer service activities, communication efforts and invoicing of Fees.
- g) RINKI Ltd submits statutory statistical, monitoring and other necessary data to the Producer Organisation as agreed with the Producer Organisation.
- h) RINKI Ltd provides the competent authorities with the names of the Producers that have signed a Contract or entered into a Joint Contract and the names of Producers that have terminated their Contract.
- i) RINKI Ltd provides the Producer Organisation with the total volume of packaging reported by all Producers in the register for the purpose of setting the Fees and taking care of producer responsibility obligations. RINKI Ltd provides the Producer Organisation with the packaging data of an individual Producer at the request of the Producer Organisation.
- j) RINKI Ltd provides the Producer Organisation, on request, with the contact information of the Producers' contact persons in a separately agreed manner ensuring data security.

When performing the tasks referred to in this paragraph, RINKI Ltd treats all Producers equally and fairly in accordance with laws and regulations. RINKI Ltd may, where necessary, use services provided by subcontractors.

6 SINGLE CONTRACT: PRODUCER'S DUTIES

THE PRODUCER:

- a) must pay for costs incurred by the Producer Organisation in carrying out the statutory producer responsibility duties described in paragraph 3;
- b) must provide RINKI Ltd with statutory information about packaging materials and quantities every year in accordance with Rinki Ltd's instructions. The Producer must submit the information for the previous calendar year by the end of January in the following calendar year;
- c) the Producer is obliged to cooperate with and to assist RINKI Ltd in the audits described in paragraph 11 of the Terms of Contract, in any official inspections and in any other necessary matters at the request of RINKI Ltd.

7 JOINT CONTRACT: DUTIES OF THE PRODUCER AND A COMPANY SIGNING A JOINT CONTRACT

A PRODUCER THAT HAS ENTERED INTO A JOINT CONTRACT:

- a) must agree that the group, wholesale operator or other company/organisation referred to in the definition of the Joint Contract has signed the Contract and fulfils the obligations of these Terms of Contract on its behalf;
- b) must provide the company/organisation that signed the Joint Contract with statutory information about packaging materials and quantities in accordance with these Terms of Contract and RINKI Ltd's instructions;

- c) must undertake to perform its obligations under the Contract and the Terms of Contract should the company/organisation that signed the Joint Contract be prevented from performing them;
- d) is obliged to cooperate with and to assist RINKI Ltd in the audits described in paragraph 11 of the Terms of Contract, in any official inspections and in any other necessary matters at the request of RINKI Ltd.

THE COMPANY SIGNING THE JOINT CONTRACT:

- e) must pay the costs described in paragraph 8 arising from the regulations referred to in paragraph 3 incurred by the Producer Organisation in carrying out producer responsibility duties on its own behalf and on behalf of all the Producers who have entered into the Joint Contract;
- f) must provide RINKI Ltd with statutory information about packaging materials and quantities every year on its own behalf and on behalf of all the Producers that have entered into the Joint Contract in accordance with RINKI Ltd's instructions. The company/organisation signing the Joint Contract is obliged to submit the information for the previous calendar year by the end of January in the following calendar year;
- g) must provide RINKI Ltd with a list of the Producers included in the Joint Contract and undertake to inform RINKI Ltd of any changes, including changes in its own operations as a Producer, and to keep the list updated. RINKI Ltd will provide the Producer Organisation with a Joint Contract summary every year or whenever any significant change is made to the Joint Contract (e.g. a change concerning a Producer that has signed the Joint Contract and/or a change related to the Producers included in the Joint Contract);
- h) must submit, at the request of RINKI Ltd, written commitments from the Producers that have entered into the Joint Contract confirming that they comply with the Contract and take care of the responsibilities set out in the Terms of Contract;
- i) is obliged to cooperate with and to assist RINKI Ltd in the audits described in paragraph 11 of the Terms of Contract in any official inspections and in any other necessary matters at the request of RINKI Ltd;
- j) is responsible for fulfilling its own duties and for any failure to do so, as well as for the duties of the Producers covered by the Joint Contract and for their failure to do so, including any errors in payments with respect to the Producer Organisation. For the sake of clarity, it is stated that should the company/organisation that signs the Joint Contract be prevented from performing its duties, paragraph 7(c) of the Terms of Contract is applied to an individual Producer.

8 DETERMINING THE FEES

The Producer Organisation decides on the amount of the Fees every year. The Producer Organisation uses the Fees to cover the costs incurred from taking care of the producer responsibility duties under the regulations mentioned in paragraph 3. The Producer Organisation is a non-profit organisation. The Producer is obliged to pay the Fees determined by the Producer Organisation in accordance with the valid price list. The price list is available on Finnish Packaging Producers Ltd's and RINKI Ltd's website. Applicable value added tax is added on to the Fees. The price list is published annually in accordance with the timetable in Appendix 3.

RINKI Ltd invoices the Producers for the Fees set by the Producer Organisation and deposits them in full with the Producer Organisation.

The Producer undertakes to carefully check and submit annual packaging data. All comments and corrections ("Correction") to packaging data must be made by the end of May during the calendar year in which the data were submitted. If a Correction has not been made by the deadline, the Correction will not result in a reduction in the invoice or in the refund of a payment.

Any Correction must be addressed to RINKI Ltd and to the Producer Organisation. The Correction must be justified in writing. Should the Correction indicate that there is an error in the packaging data that would entitle the Producer to repayment or adjustment of an invoice paid during the current calendar year, the invoice can be adjusted or payment can be refunded only in respect of an invoice based on packaging data for the previous year. No refunds are made in respect of payments for earlier years. No interest is paid on adjustments or refunds. In the case of gross negligence or wilfulness on behalf of the Producer, no adjustment or refund will be made.

If the packaging data submitted by the Producer are too small, the Producer Organisation and RINKI Ltd have the right to charge the shortfall in Fees in full plus interest in line with the Finnish Interest Act.

9 AMENDING THE TERMS OF CONTRACT

Should the Producer Organisation amend the Terms of Contract, the Producers are deemed to have accepted the amended Terms of Contract if they do not notify RINKI Ltd in writing of the termination of the Contract within one (1) month of the date on which the Terms of Contract were sent to them. In such a case, provided that written notice has been received by the deadline mentioned above, the Contract will expire on 31 December of the same calendar year. Notice on this Contract or termination of the Contract in any other way does not release the Producer from its responsibilities under this Contract. The Producer undertakes to make all payments and carry out its other obligations in full until the end of the calendar year in question. RINKI Ltd will inform the competent authorities about any termination of contract by a Producer.

10 THE RIGHT TO USE RINKI LTD'S REGISTERED TRADEMARK

A Producer that has accepted these Terms of Contract has the right to use RINKI Ltd's registered trademark according to the rules of use of the Rinki trademark. The current rules of use of the Rinki trademark can be found on the RINKI Ltd website. Producers must regularly check the valid content of the rules.

11 AUDITS

RINKI Ltd's representative or a party designated by RINKI Ltd has the right to interview, review and evaluate any information and documents necessary for the assessment of compliance with the obligations imposed on the Producer. RINKI Ltd must notify the Producer of any audit at least fourteen (14) business days in advance. The audit should be carried out in such a way that it does not cause unreasonable inconvenience to the Producer.

If the audit results reveal any information to be incorrect or that an insufficient amount of Fees has been paid, RINKI Ltd and the Producer Organisation are entitled to charge the Fees in full plus interest in line with the Finnish Interest Act. In addition, the Producer is liable for the audit costs incurred by RINKI Ltd. If the audit shows that there are no errors in the information, RINKI Ltd is liable for the costs of the audit. Neither party shall be liable to the other party for any other costs incurred as a result of the audit, such as, but not limited to, statements by an external expert, extra work costs, travel expenses or other similar expenses.

12 CONFIDENTIALITY

The Producer and the Producer Organization do not during or after the validity period of the Agreement disclose or hand over to a third party or otherwise use the information received from the other party for purposes other than those in accordance with this Agreement.

RINKI Ltd will treat all data obtained from Producers with confidentiality. The data obtained will only be used for activities related to the producer responsibility duties under the regulations mentioned in paragraph 3 and fulfilling the tasks mentioned in paragraph 5. The only information regarding an individual Producer that RINKI Ltd has the right to share with parties other than the Producer Organisation is whether the Producer has signed the Contract or entered into a Joint Contract. RINKI Ltd may publish and share packaging statistics in

aggregated form, so that no individual company's data is revealed in the aggregate data. The obligation of confidentiality continues after the annulment of the Contract or termination by either party.

13 VALIDITY OF THE TERMS OF CONTRACT

These Terms of Contract are applicable from 1 July 2024. The Terms of Contract are valid until further notice.

14 VALIDITY, TERMINATION AND ANNULMENT OF THE CONTRACT

This Contract is valid until further notice and continues for one (1) calendar year at a time. If the Producer or RINKI Ltd, with the authorisation of the Producer Organisation, wishes to terminate the Contract, this must be stipulated in writing six (6) months before the end of the calendar year at the latest. Notice on this Contract or termination of the Contract in any other way does not release the Producer from its responsibilities under this Contract. The Producer undertakes to make all payments and carry out its other obligations in full until the end of the calendar year in question.

If the Contract of a company/organisation that signed a Joint Contract is terminated or annulled for any other reason, this will terminate the Contract for all Producers that entered into the Joint Contract. The company/organisation that signed the Joint Contract must notify all of the Producers that entered into the Joint Contract of the termination.

If a Producer acts in material breach of the Contract, RINKI Ltd has the right, with the authorisation of the Producer Organisation, to terminate the Contract in writing with immediate effect. Examples of material breach of contract include giving false data with clear intent or through gross negligence to avoid paying the Fees or to reduce the Fees to a substantially lower amount than the correct Fees; refusal of an audit; not providing data despite reminders, and non-settlement of the Fees despite reminders.

If the Producer Organisation ceases to operate as a producer organisation and for this or some other reason is removed from the producer register in Åland, this Contract will automatically cease to be valid with immediate effect in respect of the Producer Organisation concerned.

If the Contract is terminated or its validity otherwise expires, RINKI Ltd passes the necessary information concerning the termination or expiry to the competent authorities.

15 ORDER OF VALIDITY OF THE CONTRACT DOCUMENTS

The Contract and the Terms of Contract including appendices form an entity. If there is a discrepancy in substance between the Contract and the Terms of Contract the Terms of Contract shall prevail.

16 APPLICABLE LAW

This Contract is governed primarily by Åland law and secondarily by Finnish law.

17 SETTLEMENT OF DISPUTES

Any disputes arising from this Contract that cannot be resolved through negotiation shall be finally settled by an arbitrator according to the Arbitration Institute of the Finland Chamber of Commerce arbitration rules. The arbitral tribunal has one member, and the seat of arbitration is Helsinki. The language of the arbitration is Finnish.

18 OTHER TERMS

The Contract and these Terms of Contract have been drafted in Swedish. In the event of any disputes arising from the interpretation of the translated versions, the Swedish language versions of the Contract and the Terms of Contract shall prevail.

PRODUCERS INCLUDED IN THE JOINT CONTRACT AND AUTHORISATION

If the Contract is a Joint Contract, the Producers listed in this Appendix 2 are associated with the Joint Contract by having signed the Contract.

“Joint Contract” refers a Contract signed by a group or a wholesale operator, a chain organisation or a franchisor that is a Producer and that has the right, based on ownership, agreement or other authorisation, to represent its member companies/organisations that are Producers. A Joint Contract can be signed by a company regardless of the type of company.

RINKI Ltd and the Producer Organisation must be aware of the grounds on which the Joint Contract is signed on behalf of the associated Producers. Please enter the information according to the following options (please tick):

- 1) a group, the company/organisation signing the Joint Contract has control, as referred to in the Accounting Act, over the Producer that has entered into the Joint Contract;
- 2) a wholesale operator, a chain organisation or a franchisor with a contractual relationship with and/or other written authorisation from the Producer that has entered into the Joint Contract on which basis the Joint Contract can be made.

The Producers specified below will co-sign the Joint Contract in accordance with the Contract and the Terms of Contract:

[illegible]