

# AGREEMENT BETWEEN A PRODUCER AND A PRODUCER RESPONSIBILITY ORGANISATION

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## 1. PARTIES AND PURPOSE OF THE AGREEMENT

The Producer and Sumi Oy (hereinafter the "Producer Responsibility Organisation")

By this Agreement (hereinafter "Agreement"), the Producer, as defined in the Terms of Contract (hereinafter "Terms of Contract"), assigns its Packaging producer responsibility obligations under the waste legislation to the Producer Responsibility Organisation.

## 2. PRODUCER SIGNING THE AGREEMENT AND TYPE OF AGREEMENT

Producer's name:

Business ID:

Address:

Postal code:

Town or city:

Contact person:

Contact person's telephone number:

Contact person's e-mail address:

**Type of agreement** (tick as appropriate):

A Single Agreement signed by a single Producer.

A Combined Agreement (hereinafter "Combined Agreement") signed by a company/organisation authorised to sign a Combined Agreement to which Producers have acceded in accordance with the Combined Agreement.

The Terms of Contract between the Producer and Producer Responsibility Organisations are annexed to this Agreement (Appendix 1) and form an integral part of this Agreement.

## 3. COMBINED AGREEMENT

In the case of a Combined Agreement, the Producers indicated in **Appendix 2** to this Agreement accede to the Combined Agreement by signing this Agreement. The company/organisation signing the Combined Agreement represents and warrants that (i) it is authorised to sign the Combined Agreement and that (ii) each Producer that has acceded to the Combined Agreement is aware of the content and obligations of this Agreement and the Terms of Contract and undertakes to abide by the Agreement and the Terms of Contract. The company/organisation signing the Combined Agreement is liable to submit **Appendix 2** upon signing hereof and to keep the list up to date in accordance with the Terms of Contract. **Appendix 2** shall indicate the Producers that have acceded to the Combined Agreement and the form of the authorisation based on which the Producer signing the Combined Agreement represents the Producers that have acceded to the Combined Agreement.

## 4. TERMINATION OF THE CURRENT AGREEMENT ON THE TRANSFER OF PRODUCER RESPONSIBILITY

This paragraph 4. is applied only in the case of a Producer with a valid Agreement on the transfer of producer responsibility (hereinafter "Current Transfer Agreement") i.e., the Producer is party to the Current Agreement on the Transfer of Producer Responsibility.

By signing this Agreement, the Producer authorises Sumi Oy (Business ID 0905402-1) to terminate, on behalf of the Producer, The Current Transfer Agreement according to the Terms of the Current Transfer Agreement to cease on the first possible date of termination of the Current Transfer Agreement.

For the sake of clarity, let it be stated that this Agreement is considered a written notification of termination according to the Terms of Agreement of the Current Transfer Agreement. The termination of the Current Transfer Agreement enters into force also in situations where the Producer and Producer Organisation submits this Agreement signed to RINKI Ltd.

The Producer is aware that for the Current Transfer Agreement to cease by 31. December of a certain year, requires a written termination notification delivered to RINKI Ltd by 30. June of the year in question.

**5. ENTIRE AGREEMENT**

This Agreement, the Terms of Contract in Appendix 1 and Appendix 2 constitute the entire Agreement between the Parties.

**6. SIGNING**

This Agreement shall enter into force when the Producer has signed the Agreement and delivered it to the Producer Organisation or signed the Agreement in RINKI Ltd:s electronic system.

If the Producer is not party to the Current Transfer Agreement, the Agreement is applied between the parties from the date when the Producer has delivered the signed Agreement to the Producer Organisation or signed the Agreement in RINKI Ltd:s electronic system.

If the Producer is party to an Current Transfer Agreement, the Agreement is applied between the parties from the moment that the Producer has delivered the signed Agreement to the Producer Organisation or signed the Agreement in RINKI Ltd:s electronic system and the Current Transfer Agreement has ceased to apply according to the Terms of the Current Transfer Agreement.

For the avoidance of doubt, it is acknowledged that the Producer Organisation assumes with this Agreement the management of obligations pertaining to Producers or Producers joining to a Combined Agreement upon request of the Producer in accordance with Article 62 of the Waste Act (646/176.2011, with amendments) and in accordance with the Terms of Agreement, and the entry into force of the Agreement does not require a separate signature of the Producer Organisation or RINKI Ltd.

**PRODUCER**

Date:

Producer (name of the company as indicated in section 2):

Signature:

Name in print:

**APPENDICES:**

**APPENDIX 1:** Terms of Contract between Producer and Producer Responsibility Organisation

**APPENDIX 2:** Producers acceded to the Combined Agreement and authorisation

**RETURN THE AGREEMENT TO (if not signed in rinki ltd:s electronic system):**

SUMI OY

PO Box 4, 00131 HELSINKI, FINLAND

E-mail: tuottajavastuu@sumi.fi

Business ID 0905402-1

# TERMS OF CONTRACT

## BETWEEN PRODUCER AND PRODUCER RESPONSIBILITY ORGANISATION AS OF 1ST JAN 2025

### 1. TERMS OF CONTRACT

These Terms of Contract are an integral part of the Agreement to which the Producer and the Producer Responsibility Organisation are parties.

### 2. PURPOSE OF THE TERMS OF CONTRACT

Under these Terms of Contract, a Producer subject to the producer responsibility under chapter 6 of the Waste Act (646/176.2022 with amendments) and/or a Producer subject to the producer responsibility that has acceded to the Combined Agreement assigns to the Producer Responsibility Organisation its producer responsibility obligations which can be so assigned subject to the statutory provisions indicated in section 4 of the Terms of Contract.

### 3. DEFINITIONS

**"Producer"** means a producer as specified in Article 6.1. of the Waste Act, and (ii) the packager of a product or importer of a packaged product and who is therefore not subject to the provisions of chapter 6 of the Waste Act with the exception of section 52 of the Waste Act.

**"Producer Responsibility Organisation"** means a Producer Responsibility Organisation specified in section 1 of the Agreement that is accepted into the producer register referred to in the Waste Act.

**"RINKI Ltd"** means Finnish Packaging Recycling RINKI Ltd.

**"Agreement"** means (i) a Single Agreement signed by a single Producer; or (ii) a Combined Agreement signed by a company/organisation authorised to sign a Combined Agreement to which Producers have acceded in accordance with the Combined Agreement.

**"Contract Term"** refers to the Terms of Contract currently in force.

**"SUP-fee"** means the fee currently in force, annually decided by the Producer Organisation, which a Producer that places on the market SUP-products is liable to pay according to the Terms of Agreement. The SUP-fees are available on RINKI Ltd:s and the Producer Organisation's webpages. Value

added tax will be added to the fee at the applicable rate in accordance with the current provisions.

**"SUP-products"** mean single-use plastic products as specified in in Waste Act Art. 48b § 4 single-use plastic packaging and cups sold empty to end-users and their caps and lids.

**"Packaging"** under these Terms of contract mean packaging mentioned in Waste Act Art 48 § 1 para 6 and in para 7 mentioned single-use plastic cups sold empty to end-users and their caps and lids. What is stated in these Terms of Agreement on packaging, applies for the above mentioned cups.

**"Packaging"** under these Terms of Contract mean packaging under Waste Act section 48 § 1 paragraph 6 and in addition in paragraph 7 mentioned cups sold empty to end-users and their caps and lids that belong to single-use plastic products. For the sake of clarity it is stated that the terms "packaging information", "packaging materials", "packaging quantities" and "packaging statistics" concern also the above-mentioned beverage cups and their caps and lids.

**"Combined Agreement"** means an Agreement signed by a group or a central organ, chain organisation or franchisor that is a Producer and has, based on ownership, contract or other authorisation, the right to represent in the matter the companies/organisations belonging to it that are Producers. A Combined Agreement can be concluded with a company irrespective of its legal form.

**"Business Service Fee"** means the fee currently in force, determined annually by the Producer Responsibility Organisation, which the Producer is liable to pay under the Terms of Contract (EUR/kilogram). The Business Service Fee covers the statutory duties assigned to RINKI Ltd by the Producer Responsibility Organisation in accordance with the statutory provisions and these Terms of Contract. A Producer's payment share is determined based on the amount of the Business Service Fee and the quantity of packages placed on the market by the Producer. The Business Service Fee, minimum and maximum payment shares and any other charges, such as the reporting delay

fee, are payable in accordance with the Producer Responsibility Organisation's currently valid price list. Value added tax will be added to the fee at the applicable rate in accordance with the then-current statutory provisions. The price list can be found on RINKI Ltd's and the Producer Responsibility Organisation's website.

**"Recycling Fee"** means the fee currently in force, determined annually by the Producer Responsibility Organisation, which the Producer is liable to pay under the Terms of Contract (EUR/kilogram). The Recycling Fee is used for covering the statutory costs indicated in section 4 of the Terms of Contract. A Producer's payment share is determined based on the amount of the Recycling Fee and the quantity of packages placed on the market by the Producer. The Recycling Fees currently in force Recycling fees and terms of payment are indicated on RINKI Ltd's and the Producer Responsibility Organisation's website. Value added tax will be added to the fee at the applicable rate in accordance with the then-current statutory provisions. A producer that places on the market annually less than 50 000kg of packaging, excluding single-use plastic cups sold empty to end-users including their caps and lids, may report the packaging materials and volumes using a simplified procedure (without eco-modulation), according to RINKI Ltd's current reporting instructions. In these situations, the current recycling fee and principles for definitions are separately available on RINKI Ltd's and the Producer Organisations webpages and price list.

**"Late Declaration Fee for packaging information"** means the fee currently in force, annually decided by the Producer Organisation, which the Producer is liable to pay according to the terms of agreement, if it reports after the reporting deadline. The currently valid Late Declaration Fees and terms of payment are available on RINKI Ltd's and the Producer Organisation's webpages and price list. Value added tax will be added to the fee at the applicable rate in accordance with the current provisions.

**"Registration Fee"** means the fee currently in force, determined annually by the Producer Responsibility Organisation, which the Producer is liable to pay under the Terms of Contract when acceding to the system. A Registration Fee is charged from Producers who are not parties to a currently valid producer responsibility transfer agreement. The Registration Fee is payable in accordance with

the Producer Responsibility Organisation's price list currently in force. Value added tax will be added to the fee at the applicable rate in accordance with the then-current statutory provisions. The price list and terms of payment can be found on RINKI Ltd's and the Producer Responsibility Organisation's website.

#### 4. PRODUCER RESPONSIBILITY

A Producer must organise, and be responsible for the costs arising from, waste management for the products subject to producer responsibility it places on the market. A Producer may transfer its obligations under producer responsibility for Packaging to a Producer Responsibility Organisation as provided in the Waste Act (646/2011, with amendments) and in the Government Decree on Packaging and Packaging Waste (518/2014 and 1029/2021) and in the legislation currently in force.

A Producer may attend to its statutory producer responsibility obligations by signing an Agreement or acceding to a Combined Agreement. If a Producer subject to the producer responsibility has signed an Agreement or acceded to a Combined Agreement, the producer responsibility obligations are assigned from the Producer to the Producer Responsibility Organisation.

A precondition for the assignment of responsibility is that the Producer Responsibility Organisation has been accepted into the producer register in accordance with the Waste Act and that the Agreement concluded is duly notified to the competent authority.

The Producer Responsibility Organisation has authorised RINKI Ltd by a separate agreement to accept the Agreement on its behalf and is responsible for the activities of Rinki Oy and its subcontractors as its own.

In addition, the Producer Responsibility Organisation has assigned to RINKI Ltd the duties specified in section 6 below.

For the avoidance of doubt, it is acknowledged that the assignment of producer responsibility does not pertain to the requirements imposed for packaging, but instead the Producer is responsible for the due fulfilment of these requirements in accordance with the legislation currently in force, including the requirements pertaining to properties and labelling. Furthermore for the avoidance of doubt it is stated that with this Agreement the responsibility

determined in waste legislation about organising waste management is not transferred when the Producer is the proprietor of the waste or property.

## **5. OBLIGATIONS OF THE PRODUCER RESPONSIBILITY ORGANISATION**

The Producer Responsibility Organisation is responsible for the producer responsibility obligations arising from the statutory provisions indicated in section 4 above in respect of those Producers subject to the producer responsibility who have signed the Agreement or acceded to the Combined Agreement and thus accepted the Terms of Contract.

The Producer Responsibility Organisation has filed an application for acceptance into the producer register as referred to in the Waste Act and is responsible for ensuring that it is accepted into the producer register. The Producer Responsibility Organisation shall immediately notify the Producers that have signed the Agreement if it is removed from the producer register. In such a situation, the Producer Responsibility Organisation shall discharge its obligations in full until it has been removed from the producer register. After removal from the register, the Recycling and other Fees will be invoiced or returned to the Producers in accordance with a separate report and calculations prepared on the matter.

## **6. DUTIES ASSIGNED TO RINKI OY BY THE PRODUCER RESPONSIBILITY ORGANISATION**

RINKI Ltd assists the Producer Responsibility Organisation by attending to the duties assigned to it by the Producer Responsibility Organisation:

- a. RINKI Ltd informs Producers of producer responsibility and the possibility to fulfil their producer responsibility obligations by entering into an Agreement.
- b. RINKI Ltd approves the agreements on behalf of the Producer Responsibility Organisation and registers the signatories to the Agreement in RINKI Ltd's customer register. In addition to the Producer Organisation, RINKI Ltd maintains a publicly available, up-to-date and statutorily compliant list of Producers that have entered into an Agreement.
- c. RINKI Ltd plans data gathering, collects the necessary packaging information from Producers and stores it in the register. RINKI Ltd checks the information it has received. To ensure the accuracy of the information,

RINKI Ltd carries out audits on the Producers' packaging information. RINKI Ltd prepares package statistics and a description of the gathering of the data contained in it so that it meets the statutory requirements and the requirements imposed by the authorities.

- d. RINKI Ltd provides customer service to the Producers that have entered into an Agreement with the Producer Responsibility Organisation. The customer service advises in matters related to Packaging producer responsibility and reports on its operations to the Producer Responsibility Organisation.
- e. RINKI Ltd invoices the Business Service Fees, SUP-Fees, Recycling Fees, Registration Fees and other Fees decided and approved by the Producer Responsibility Organisation to the Producers.
- f. RINKI Ltd carries out communications related to producer responsibility, Producer registration, gathering of packaging information and invoicing to companies subject to the producer responsibility.
- g. RINKI Ltd reports to the Producer Responsibility Organisation on the execution of packaging statistics, customer service, communications and the invoicing of the fees determined by the Producer Responsibility Organisation.
- h. RINKI Ltd discloses to the Producer Responsibility Organisation and the competent authority the statistics and other necessary information based on the legislation currently in force and required by the authority as agreed with the Producer Responsibility Organisation.
- i. RINKI Ltd notifies to the competent authority the names of the Producers that have concluded an Agreement or acceded to a Combined Agreement as well as the names of the Producers that have terminated the Agreement.
- j. RINKI Ltd reports to the Producer Responsibility Organisation the total quantity of packaging materials placed on the market by all Producers in its register, itemised by packaging type and category, for the purpose of imposing the Recycling Fees and fulfilling producer responsibility obligations.
- k. RINKI Ltd discloses, upon request, to the Producer Responsibility Organisation the names

and contact information of the contact persons of the Producer who has entered into an Agreement with it as well as the packaging quantities of the Producer who has entered into an Agreement with the Producer Responsibility Organisation, itemised by packaging type and category. The Producer Responsibility Organisation treats the information as confidential. Information may be disclosed for the entire period over which information is stored in RINKI Ltd's register.

- I. RINKI Ltd is responsible for ensuring that it has the right in accordance with the EU General Data Protection Regulation to gather the Producer's personal data and to disclose them to the Producer Responsibility Organisation. The Producer Responsibility Organisation is responsible for ensuring on its part that it has the right in accordance with the General Data Protection Regulation to receive the Producer's personal data and that it has legitimate grounds for processing such personal data in accordance with the General Data Protection Regulation. For the avoidance of doubt, it is acknowledged that in this connection, RINKI Ltd and the Producer Responsibility Organisation act as independent data controllers in accordance with the General Data Protection Regulation in respect of the Producer's personal data.

In attending to the duties indicated in this section, RINKI Ltd treats all Producers and Producer Responsibility Organisations and packaging materials equitably and fairly in accordance with the laws and regulations currently in force. RINKI Ltd may use subcontractors' services where necessary.

## **7. SINGLE AGREEMENT: PRODUCER'S OBLIGATIONS**

### **PRODUCER**

- a. pays the recycling fee, SUP-fees and other fees included in the price list. The fee charged to each individual Producer is collected by RINKI Ltd on a centralised basis and is determined based on the Recycling Fee decided by the Producer Responsibility Organisation, SUP-fee, other fees according to the price list and the packaging information declared by the Producer as specified in more detail in section 9 below.
- b. pays the Business Service Fee and Registration Fee. The fee charged to each individual Producer is collected by RINKI Ltd on behalf

of the Producer Organisation. The Producer's share of the Business Service Fee is determined based on the Business Service Fee determined by the Producer Organisation and the packaging information declared by the Producer as defined in more detail in section 9 below. Registration fee is charged according to the price list.

- c. declares to RINKI Ltd, in accordance with the currently applicable reporting instructions, the packaging materials and quantities. Reporting instructions are available on the RINKI Ltd webpage. The Producer represents and warrants that the data it provides are correct. A producer that places on the market annually less than 50 000 kg of packaging, excluding single-use plastic cups sold empty to end-users and their caps and lids, may report the packaging materials and volumes using a simplified procedure (excluding eco-modulation), according to RINKI Ltd's current reporting instructions.
- d. is obliged to cooperate with and assist RINKI Ltd in the inspections set out section 12 of the Terms of Contract, in any official investigations, and in any other necessary way as requested by RINKI Ltd.

## **8. COMBINED AGREEMENT: OBLIGATIONS OF A PRODUCER AND A COMPANY SIGNING A COMBINED AGREEMENT**

### **PRODUCER ACCEDED TO A COMBINED AGREEMENT**

- a. approves the group, central organ or other company/organisation specified in the definition given in the Combined Agreement to sign the Agreement and fulfil the obligations under these Terms of Contract on its behalf.
- b. reports its own packaging materials and volumes to the company/organisation that signed the Combined Agreement in accordance with these Terms of Contract and the instructions given by RINKI Ltd from time to time.
- c. undertakes to fulfil its obligations under the Agreement and the Terms of Contract in the event that the company/organisation that signed the Combined Agreement is prevented from fulfilling them.
- d. is obliged to cooperate with and assist RINKI Ltd in the inspections set out section 12 of the Terms of Contract, in any official investi-

gations, and in any other necessary way as requested by RINKI Ltd.

#### COMPANY SIGNING A COMBINED AGREEMENT

- e. pays, on a centralised basis, pays, on a centralised basis, the recycling fees, SUP-fees, and other fees included in the price list on its own behalf and on behalf of all Producers that have acceded to the Combined Agreement. The fee is collected by RINKI Ltd and determined based on the Recycling Fee, SUP-fee, other fees on the price list decided by the Producer Responsibility Organisation and the packaging information declared as specified in more detail in section 9 below.

- f. pays the Business Service Fees and Registration Fees on a centralised basis on its own behalf and on behalf of all Producers that have acceded to the Combined Agreement. The fee is collected by RINKI Ltd. The share of the Business Service Fee determined by the Producer Organisation and the packaging information declared as specified in more detail in section 9 below. Registration Fee is charged according to the price list.

Declares to RINKI Ltd annually on a centralised basis, in accordance with the currently applicable reporting instructions, the packaging materials packaging materials and volumes of all the Producers that have acceded to the Combined Agreement.

- g. submits to RINKI Ltd a list of Producers that have acceded to the Combined Agreement and undertakes to immediately notify RINKI Ltd of all changes, including potential changes regarding their own activities as a Producer, and to keep the list up to date at all times. RINKI Ltd submits to the Producer Responsibility Organisation, annually or whenever there are significant changes to the Combined Agreements (e.g., a change concerning a Producer that has signed the Combined Agreement and/or a change concerning Producers that have acceded to the Combined Agreement), a summary of the Combined Agreements. For the avoidance of doubt, it is acknowledged that any termination and cancellation shall be carried out in accordance with section 15 of the Terms of Contract and independently for each Producer having joined a Combined Agreement. When a Producer having signed a Combined Agreement terminates the Agreement, this

termination concerns all Producers having joined the Combined Agreement.

- h. is obliged, at RINKI Ltd's request, to submit written commitments from the Producers that have acceded to the Combined Agreement regarding due fulfilment of their obligations under the Agreement and these Terms of Contract.
- i. The company/organisation signing the Combined Agreement is obliged to cooperate with and assist RINKI Ltd in the inspections set out section 12 of the Terms of Contract, in any official investigations, and in any other necessary way as requested by RINKI Ltd.

In all circumstances, the company/organisation signing the Combined Agreement shall be liable for the due fulfilment of its own obligations or a failure thereof, as well as for the due fulfilment of the obligations of the Producers that have acceded to the Combined Agreement or a failure thereof, including any payment errors in relation to the Producer Responsibility Organisation and RINKI Ltd. For the avoidance of doubt, it is acknowledged that if the company/organisation signing the Combined Agreement is prevented from performing its duties, section 8c of the Terms of Contract shall apply in respect of an individual Producer.

#### 9. DETERMINATION OF FEES

The amount of the Recycling Fees, SUP fees and other fees is determined annually by the Producer Responsibility Organisation. The fees are imposed in such a way as to cover the costs incurred by the Producer Responsibility Organisations arising from the producer responsibility obligations under the regulatory provisions indicated in section 4 above. The Producer Responsibility Organisation is a non-profit organisation.

The Producer Responsibility Organisation determines annually the Business Service Fee, reporting delay fees, and the Accession fee. The Business Service Fee and the Accession Fee are used for covering the costs arising from the duties listed in section 6 above. RINKI Ltd is a non-profit limited liability company.

RINKI Ltd invoices the Business Service Fees annually; the Accession Fee is charged when the Producer accedes to the system. If the Producer fails to provide the package quantity information within the time limit specified, the reporting delay fee in accordance with the price list will be added to the invoice. If reporting is delayed with over three

months from the time limit, RINKI Ltd invoices, in addition to the above mentioned reporting delay fees, also the Recycling Fees, Business Service Fees and SUP Fees based on an estimate that is based on the packaging information available to Rinki.

The Producer is obliged to carefully check the packaging information that it reports. The Producer must make corrections (hereinafter the "Correction") to the previous year packaging information by the end of May of the current calendar year for the Correction to have any reductive effect to the sum of the invoice or for a payment to be refunded.

The Correction shall be addressed to RINKI Ltd and the Producer Responsibility Organisation. The Correction shall include a duly substantiated written explanation. No payment refunds will be made for any periods before that. Any adjustment or refund made will be interest-free. No adjustments or payment refunds will be made in the event of the Producer's gross negligence or wilful misconduct.

If the packaging quantity information declared by the Producer is too low, the Producer Responsibility Organisation shall have the right to charge the missing Recycling Fees and Business Service Fees in full, including any interest for late payment accrued thereon in accordance with the Interest Act.

#### **10. CONCLUSION OF THE AGREEMENT AND ACCEPTANCE OF THE TERMS OF CONTRACT**

A Producer who has not previously concluded an Agreement accepts these Terms of Contract by signing the Agreement or acceding to a Combined Agreement in accordance with these Terms of Contract.

In the event that the Producer Responsibility Organisation changes the Terms of Contract, the Producer concluding the Agreement is deemed to have accepted the new Terms of Contract if, within one (1) month of the date of sending the Terms of Contract, it does not notify RINKI Ltd in writing that it will terminate the Agreement. In such a situation, provided that the written notice has been received within the aforementioned time limit, the Agreement shall expire by the end of the current calendar year on 31 December. Any termination or other expiry shall not relieve the Producer of its obligations under the Terms of Contract, and the Producer shall be liable to pay all fees and fulfil its other obligations in full, including those for the

current calendar year. RINKI Ltd will notify the competent authority of the termination made by Producer.

These Terms of Contract have been approved by the Producer Responsibility Organisation and RINKI Ltd.

#### **11. RIGHT OF USE TO THE RINKI BRAND**

A Producer who has accepted the Terms of Contract shall have the right to use the RINKI brand in accordance with the separate RINKI brand usage rules. The RINKI brand usage rules currently in effect are available on RINKI Ltd's website. RINKI Ltd notifies of changes to the rules of use, whereafter the Producer shall check the current content of the usage rules.

#### **12. INSPECTIONS (AUDIT)**

A representative of the Producer Organisation, a representative of RINKI Ltd or a party designated by RINKI Ltd shall have the right to interview, inspect and consult such information and documents access to which is necessary in order to assess compliance with the obligations imposed on the Producer. The inspection can be conducted either at the premises of the Producer or via remote connection.

The Producer Organisation or RINKI Ltd must notify of such inspection at least fourteen (14) business days in advance. The inspection shall be carried out in such a way that it does not cause undue inconvenience to the Producer.

If the outcome of the inspection indicates that there is an error in the information and, for example, Recycling Fees, SUP-fees, Business Service Fees or Registration Fee have been paid too little or insufficiently, the Producer Responsibility Organisation shall have the right to collect the aforementioned fees in full, including any interest for late payment accrued thereon in accordance with the Interest Act.

In addition, the Producer is liable to pay the costs incurred by RINKI Ltd from the inspection. If the inspection indicates that there are no errors in the information, RINKI Ltd shall be liable for the costs incurred from the inspection. Neither party shall be liable for any other costs incurred by the other party as a result of the audit, including, but not limited to, statements by an external expert, costs of additional work, travel costs or other similar costs.

**13. NON-DISCLOSURE OBLIGATION**

RINKI Ltd and the Producer Organisation will hold in confidence all the information received from Producers. The information received will only be used for the activities related to the producer responsibility obligations under the regulatory provisions indicated in section 4 above and to the gathering of packaging statistics. RINKI Ltd shall have the right to only disclose to parties other than a Producer Responsibility Organisation whether a Producer has signed the Agreement or acceded to the Combined Agreement. The published statistics will only indicate the total quantities by packaging type and category. The non-disclosure obligation shall survive the expiry of the Agreement or its termination by either Party.

RINKI Ltd shall have the right to publish, forward and disclose packaging statistics to third parties in aggregated form so that no information pertaining to an individual company is revealed in the aggregated data.

The Producer Responsibility Organisation shall have the right to publish or disclose the confidential information referred to in section 6 (k) to the extent required by a mandatory act, decree or other official regulation or a legally enforceable court decision.

**14. VALIDITY OF THE TERMS OF CONTRACT**

These Terms of Contract shall enter into force on 1.1.2025 and supersede the Terms of Contract 1.11.2023 in their entirety.

The Terms of Contract shall be valid indefinitely.

**15. TERM, TERMINATION AND CANCELLATION OF THE AGREEMENT**

The Agreement shall be valid for an indefinite period, always continuing for one calendar year at a time. If the Producer or RINKI Ltd, with the authorisation of a Producer Responsibility Organisation, wishes to terminate the Agreement, this shall be done in writing no later than six (6) months before the end of the calendar year (hereinafter the "Period of Notice"). Any termination or other expiry shall not relieve the Producer of its obligations under these Terms of Contract during the Period of Notice, and the Producer shall be liable to pay all fees and fulfil its other obligations in full, including those for the current calendar year.

If the Producer is in material breach of this Agreement, the Producer Organisation and RINKI Ltd

shall have the right, with the authorisation of a Producer Responsibility Organisation, to terminate the Agreement in writing with immediate effect. Examples of a material breach include, but are not limited to, provision of false information that is a manifest indication of wilful misconduct or gross negligence in order to avoid payment of the Recycling Fee, SUP fee and/or Business Service Fee, or to have them imposed to an amount substantially lower than the correct amount; refusal of an inspection; failure to submit information despite a request to do so; and a failure to make payments despite a request to do.

If the Producer Organisation or RINKI Ltd in material breach of this Agreement, the Producer shall have the right to terminate the Agreement in writing with immediate effect.

If the Producer Responsibility Organisation ceases to operate as a Producer Responsibility Organisation and is for this or any other reason removed from the producer register referred to in the Waste Act, the Agreement shall immediately expire in respect of the Producer Responsibility Organisation concerned without any separate measures to that effect.

In the event that the Agreement is terminated, or its validity otherwise expires, RINKI Ltd will communicate the information required by the termination or expiry to the Producer and Producer Responsibility Organisation as well as to the competent authority.

**16. CHOICE OF LAW**

This Agreement is governed by the law of Finland.

**17. SETTLEMENT OF DISPUTES**

Any disputes arising out of this Agreement that cannot be resolved through negotiations shall be finally settled in arbitration proceedings in accordance with the arbitration rules of the Central Chamber of Commerce of Finland. The arbitration tribunal shall consist of a single arbiter and its seat shall be in Helsinki. The language of the arbitration proceedings shall be Finnish.

**18. OTHER TERMS AND CONDITIONS**

The Agreement and these Terms of Contract have been drafted in Finnish. In any disputes arising from the interpretation of the translated versions, the Finnish-language Agreement and Terms of Contract shall take precedence.

‘Combined Agreement’ means an Agreement signed by a group or a central organ, chain organisation or franchisor that is a Producer and has, based on ownership, contract or other authorisation, the right to represent in the matter the companies/organisations belonging to it that are Producers. A Combined Agreement can be concluded with a company irrespective of its legal form.

1) **Group**, the company/organisation signing the Combined Agreement has control, as referred to in the Accounting Act, over the Producer that has acceded to the Combined Agreement;

2) **A central organ, chain organisation or franchisor** with a contractual relationship with and/or other written authorisation given by the Producer that has acceded to the Combined Agreement based on which a Combined Agreement can be concluded.

**The Producers identified below accede to the Combined Agreement in accordance with the Agreement and the Terms of Contract:**

[illegible]