

English translation of the AGREEMENT

Participation in the Ruteretur - take back system for PCB-containing sealed glazing units

By signing this document has

..... (Company),

VAT nos:

Address:

Tel.:

Contact person:

E-mail:

Hereinafter called the Company, entered into the following agreement:

1. Ruteretur's takeback scheme

The Industry organizations: Glass og Fasadeforeningen, Norske Trevarer, Hovedorganisasjonen Virke, Norges Bygg- og Eiendomsforening og Norsk Eiendom has on behalf of its members signed an agreement with the Ministry of Environment and thus assumed the responsibility to establish and operate a take back scheme for discharged PCB-containing sealed glazing windows.

"Agreement on the prevention and reduction of environmental impacts related to the handling of PCB-containing sealed glazing windows" of 30 April 2002, hereinafter referred to as the agreement.

In order to fulfil the obligations placed on the industry under this agreement the contracting parties established Ruteretur AS. According § 3.2 in the agreement, organizations representing the trade may take a seat in the board of the company, as it is desirable that the entire value chain is represented.

The purpose of Ruteretur is to operate a take back scheme that ensure the collection of PCB-containing sealed glazing windows in a cost-effective and sound environmental manner.

Apart from this agreement Ruteretur's activities are governed by:

- i. Regulations on recycling and waste management of 01.06.2004, Chapter 14 Waste PCB-containing insulating glazing units.
- ii. The same Regulations, Chapter 11, Hazardous waste
- iii. The approval of the take back scheme from the Climate and Pollution Agency of 3 December 2010.

The Company shall have no economic purpose. The owners can not take dividends in the form of profits in the company.

2. Rights for participants in Ruteretur

As a participant in Ruteretur the company may use Ruteretur's labelling in their own business promotion, according to current guidelines. Information about the company is participating in Ruteretur will be generally available.

3. The obligations of the participants in Ruteretur

By signing the membership agreement a producer/importer commits the company to:

- i. To pay a fee to Ruteretur as decided by the Board of Ruteretur. The purpose of the fee is to cover the expenses for Ruteretur to operate the take back scheme in a manner necessary to remain an approved take back scheme and safeguard the manufacturer's obligations; cf. Section 4. It shall not be paid compensation for the glass that is exported out of Norway.
- ii. The fee shall be paid for each sealed glazing unit put into the Norwegian market. Further guidelines are given in " **Guidance on the calculation and payment of the the environmental fee** " that are attached to this Agreement. It shall not be paid compensation for invoices that are not paid as the purchaser goes bankrupt or for deliveries where the complaints involve new supply.
- iii. By the end of the year to send an audited statement of the number of sealed glazing units that are:
 - produced
 - imported
 - sent out on the Norwegian market
 - exported

4. Ruteretur's obligations

Ruteretur undertake to ensure:

i. That any owner of the waste can deliver discarded PCB-containing sealed glazing units to proper treatment for a fee not exceeding the standard price (NOK 1500 per tonne) stated in the regulation.

ii. Give sufficient information to the owner of the waste:

- That the PCB-containing sealed glazing units can be delivered to a take back system
- Where these glazing units can be delivered

iii. Unsolicited to inform buyers of new sealed glazing units on how to identify old sealed glazing units that may contain PCBs.

Ruteretur will work to ensure that all producers and importers contribute, so that equal competitive conditions are achieved.

Ruteretur will in this work have focus on imports. Ruteretur will also work to increase the number of control agreements with the trade, as well as private and public procurement units.

5. Payment

Payment is made in accordance with the rules contained in "Guidance on the calculation and payment of the environmental fee."

6. Business Category

Select the business category.

- Producer of sealed glazing units;
- Window Manufacturer (for the import of units and for their own production);
- Facade Manufacturer (importing the sealed glazing units);
- Importer (imports of windows, doors etc);

7. Amendment of the Agreement

Ruteretur can change the size of the environmental fee, with 3 (three) months notice if it is necessary to ensure a proper operation of the take back scheme. Ruteretur will, if the need arises, propose amendments to the agreement.

Minor changes in the reporting form etc will be undertaken by Ruteretur without any special notice to members.

8. Term of the agreement - dismissal

The agreement runs from the calendar month following the date of signature of the participant company. The agreement applies to 2022. The agreement is renewed automatically for one year at a time. Membership may be terminated at the expiration of each calendar year with at least 6 months written notice.

9. Breach of contract

If either party breaches this Agreement, the other part shall in writing point out the breach. If the situation is not corrected within four weeks, and the breach is significant, the other party may terminate the agreement.

If any default, the other party may claim compensation for their direct losses.

10. Jurisdiction

If there is any dispute about the interpretation of application of this Agreement, the parties are prepared to resolve the dispute by amicable negotiations.

If agreement is not reached, the dispute shall be settled by Oslo City Court, which shall apply Norwegian law.

This Agreement is made in 2 - two - copies of which each of the parties.

...../..... 2021

Oslo/..... 2021

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The Company

Ruteretur AS