



**RESY Organisation
für Wertstoffent-
sorgung GmbH**

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AGREEMENT

respecting the rights of usage of the

RESY

RECYCLING SYMBOL



concluded between

RESY Organisation für Wertstoffentsorgung GmbH

hereinafter referred to as "RESY OfW GmbH"

and

hereinafter referred to as "the contracting party".

Preamble

To implement the government targets for the prevention and reduction of waste, RESY OfW GmbH organises the disposal and recycling of paper and cardboard shipping and secondary packaging. All packaging included in this system is marked with the RESY symbol, which has been registered since 15 April 1994 in the Register of the German Patent and Trademark Office under the number 2062378 and as an EU Community Trade Mark with the Office for Harmonization in the Internal Market under number 2238897. This collective mark guarantees fulfilment of the qualitative requirements for the recyclability of the paper and cardboard shipping and secondary packaging and allows it to be assigned to the authorised users of the mark.

RESY OfW GmbH is the owner of the "RESY" symbol and grants domestic and foreign manufacturers and suppliers ("contracting parties") rights to use this symbol on shipping containers and packagings made of paper or cardboard.

The contracting party is interested in having its shipping containers and packagings made of paper or cardboard included under the RESY system, and therefore intends to obtain contractual rights to use the "RESY" symbol. Any shipping containers and packagings made of paper or cardboard lacking the "RESY" symbol shall not be disposed of, or recycled by RESY member companies.

Through affixing their signatures hereunder, the parties agree to the following terms and conditions respecting rights of usage of the "RESY" symbol:

1. Rights of Usage

The contracting party is herewith granted the right to use the "RESY" symbol on its shipping containers/packagings made of paper or cardboard. This agreement provides that the contracting party's shipping containers/packagings made of paper or cardboard bearing the "RESY" symbol shall be included under the RESY disposal system.

The contracting party shall be entitled to apply for rights of usage of the "RESY" symbol on behalf of third parties.

Those shipping containers/packagings made of paper or cardboard qualified to bear the "RESY" symbol are defined to be **recyclable** containers or packagings fabricated of either:

- corrugated board
- cardboard
- other types of paper packaging materials specified here:

2. Employment of the "RESY" Symbol

The "RESY" symbol shall be conspicuously placed on all containers and packagings. Recommended minimum symbol diameter is 60 mm. Padding and internal partitions etc. made of paper or cardboard need not bear the symbol.

The "RESY" symbol shall be used exclusively in combination with manufacturer's/importer's identification number. Said number shall be assigned by RESY OfW GmbH.

Whether and how the "RESY" symbol is used for advertising or other types of promotional activities is left up to the contracting party. The contracting party shall be responsible for providing that the "RESY" symbol is used exclusively in connection with those shipping containers and packagings made of paper or cardboard which are covered under this agreement.

The requirements for the recyclability of the paper and cardboard shipping and secondary packaging can be found in the applicable announcements from RESY OfW GmbH. If these requirements are not fulfilled, RESY OfW GmbH may terminate the trademark agreement for cause.

3. Statements of Total Weights

- a) The contracting party agrees to notify RESY OfW GmbH of the total weights of shipping containers/packagings covered under this agreement delivered for disposal inside the territory of Germany immediately following the end of each and every calendar year. Said notification shall take place no later than four (4) weeks following signature of this agreement by both parties for all new agreements.
- b) RESY OfW GmbH reserves the right to verify statements of total weights of shipping containers and packagings made of paper or cardboard delivered for disposal at any time. The contracting party agrees to provide for documentary evidence of same, and/or to submit to audits conducted by an auditing company appointed by RESY OfW GmbH.

4. Fees Assessed

- a) The contracting party shall remit to RESY OfW GmbH fees equal to 0,11 EURO plus applicable value added taxes (Mehrwertsteuer), per metric ton of shipping containers/packagings made of paper or cardboard delivered for disposal annually in accordance with the terms and conditions specified under § 3a) under this agreement.

Said fees shall be payable in two equal installments, due to the first day of each calendar half-year.

- b) Minimum amount requirement: (for less than 1.818 tons of shipping containers/packagings made of paper or cardboard per year)

The minimum annual fee due shall be 200 EURO plus applicable value added taxes (Mehrwertsteuer).

The minimum annual fee shall be due and payable in one (1) lump sum upon signature of this agreement by both parties.

5. Application of Funds

RESY OfW GmbH shall directly apply all funds collected exclusively for the purposes stated in its articles of incorporation. **This does not include the costs of either collecting or shipping of the packaging.**

6. Period of Validity/Termination Conditions

- a) This agreement shall remain in force for a period of one (1) year, commencing on the first day of
 - 1st quarter of 20____
 - 2nd quarter of 20____
 - 3rd quarter of 20____
 - 4th quarter of 20____

and shall be automatically extended for a period of one (1) year, commencing with each anniversary provided that it shall not have been terminated through written notice of termination entered no later than two (2) calendar months prior to any expiration date of this agreement.

- b) RESY OfW GmbH agrees to notify the contracting party of any adjustments to occur in annual fees in ensuing years at least three (3) calendar months prior to expiry of this agreement. Said adjusted annual fees shall become part of this agreement, provided that the contracting party having been promptly notified of said adjustment, fails to terminate this agreement as stated above.
- c) RESY OfW GmbH may terminate the trademark agreement for cause. This shall apply especially if the contracting party does not pay its fees or if it provides false data about the respective weights or if it grossly fails to meet the terms of reference for the respective packaging (including the requirements as per Item 2.) or if it misuses the RESY symbol.
- d) Continued usage of the "RESY" symbol on shipping containers/packagings subsequent to expiry or termination of this agreement is expressly prohibited. Exempt here from shall be any shipping containers and packagings that shall have already been placed into circulation prior to expiry or termination of this agreement.

7. Confidentiality

Both parties agree to treat the information that is shared in this agreement as confidential.

8. Acceptance and Recycling Warranty

- a) The acceptance of the above-mentioned packaging and the recycling of the collected shipping packaging made from paper and cardboard in accordance with the applicable regulations are guaranteed for the lifetime of this agreement.
- b) The contracting party is entitled to hand in free of charge to Reclay Systems GmbH, a partner of RESY OfW GmbH, any used shipping packaging and secondary packaging supplied, after agreeing a handover date. This shipping packaging and secondary packaging will be taken for recycling by either Reclay Systems GmbH or a mandated third party, in accordance with the applicable regulations.
- c) Should it be the case that in principle the contracting party wishes the shipping packaging and secondary packaging to be picked up then a separate contract (a shipping packaging contract) can be entered into with Reclay Systems GmbH.

9. Legal Jurisdiction

The responsible court at RESY OfW GmbH's seat of business shall be responsible for all current and future claims resulting from the business relationship between the two parties. RESY OfW GmbH may also have recourse to any other responsible court of law.

For the contracting party

For RESY OfW GmbH

 (signature, place, date)

 (signature, place, date)



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RESY – Statement of Total Weights

The fees for the usage of the RESY symbol are to be computed on the basis of last year's tonnage of shipping containers and packagings made of paper and board. This agreement holds for domestic/German and other foreign contracting parties.

Our total weights of shipping containers/packagings covered under this agreement that we delivered inside the territory of the Federal Republic of Germany last year was:

RESY GmbH has the right to verify statements of total weights of shipping containers and packagings made of paper or cardboard delivered for disposal at any time. We agree to submit documentary evidence of same, and/or to submit to audits conducted by an auditing firm appointed by RESY OfW GmbH.

We shall remit to RESY GmbH fees equal to 0,11 EURO (= 11 Cents) plus applicable value-added taxes (VAT), per metric ton of shipping containers and packagings made of paper and board delivered for disposa annually. The minimum annual fee due is 200 (two hundred) EURO plus VAT (Item 4 of the trademark agreement).

address

signature, place, date

