

COOPERATION AGREEMENT

This cooperation agreement is concluded between the following parties:

1) the societe anonyme under the trade name “**HELLENIC RECOVERY - RECYCLING CORPORATION**” and the distinctive title “HERRCO”, duly incorporated and operating in accordance with the Greek law, with seat in Maroussi Attica (5, Himaras street) and legally represented by..... who signs the present by virtue of the related decision of the company’s BoD, with VAT No 999841409 Tax Office FAE (Commercial Companies’ Athens Office) (hereinafter called “**HERRCO**”) and

2) the company under the trade name “.....” and the distinctive title “.....” duly incorporated and operating in accordance with the laws of, with seat at (.....) and legally represented by, with VAT No, hereinafter called the “**Manager**” or the “**Producer**”,

agreed and accepted the following:

PREAMBLE

I. By virtue of articles 11 par. 1 and 84 paras. 2 and 3 of Law 4819/2021 (hereinafter the “Law”), the obligated packagers, as defined in par. 1 of article 11, in combination with par. 2 of article 84 of the Law, are required to design, organize and operate Collective Systems of Alternative Management (CSAM) or to organize Individual Systems of Alternative Management (ISAM) for all packaged products or packages that they distribute in the market, in order to achieve the objectives set out in article 82 of L. 4819/2021. The above obligated shall participate in the collective systems of alternative management by signing a relevant contract with the operator of the collective system, and the participation in a collective system of alternative management entails, in accordance with paragraph 11 par. 4b) of the Law, the release of the obligated from the fulfilling of their obligations for alternative waste management of packaging or products.

II. By virtue of the decision no. 106453/20-02-2003 of the Minister of the Environment, Land Planning and Public Works (Government Gazette 391/14-04-2003), as it applies today by virtue of the renewal decision no. 118019/18-03-2009 of the Minister of the Environment, Land Planning and Public Works (Government Gazette 634/B/06-04-2009), and of the decision no. 167.1/13.05.2020 of the Board of Directors of the Hellenic Recycling Organisation (ΑΔΑ 6ΩΝΥ46Ψ8ΟΖ-0ΓΓ/29.06.2020), HERRCO has been authorised to organise and operate a system of collective alternative management (hereinafter called the “System”). To implement the System, HERRCO cares for the collection of used packaging or/and waste of **non-hazardous** packaging coming from the managers participating in the System and for the canalisation into the most advisable alternative solutions of waste management, that is to say, the recovery, including the recycling, of the collected packaging or packaging waste of the managers-participants, using clean technologies.

III. Within the context of its activities, HERRCO has the exclusive right to use, and the right to further grant the use, the earmark and the respective mark represented in **Annex C1** attached hereto (hereinafter called the “Mark”).

IV. In view of the aforementioned, the Manager wishes to participate in the System in accordance with the following terms and conditions in order to fulfil his obligations pursuant to the Law, and HERRCO intends to grant the use of the Mark in accordance with the terms and covenants of this agreement and its annexes, as each time in force (hereinafter called the “Agreement”).

THE FOLLOWING WERE AGREED AND ACCEPTED:

Article 1-Object of the Agreement

- 1.1. To fulfil his obligations according to the Law, the Manager participates in the System of HERRCO and undertakes to pay for such participation the required financial contribution, in accordance with the following.
- 1.2. HERRCO grants hereby to the Manager, who accepts in accordance with the terms and covenants of the Agreement, the non-exclusive license to use the Mark (hereinafter called the “Use License”) so that the Manager may mark his packaging with it, as an evidence of his participation in the System, according to the Law and the other legislative framework. The non-exclusive granting of the license to use the Mark given by HERRCO to the Manager means that HERRCO may grant the related license to all the managers participating in the System or/and the other managers that proved to make an alternative management of their packaging following a special agreement without being restricted by the separate agreements that concludes with them.
- 1.3. HERRCO guarantees the Manager that throughout the valid approval of the System and any renewals, and the participation of the Manager in the System and on condition that the Manager will pay regularly and according to the terms hereof the required financial contribution and will mark his packaging according to the Law, the ministerial decisions approving it and the general statutory context, the Manager will be released from the responsibility to fulfil his obligations for his packaging mentioned in **Annex A** hereof, based on the Law.

Article 2-Geographical Territory

This Agreement, including the granting of the License to Use the Mark, is valid in the entire Hellenic Territory only (hereinafter called the “Territory”).

Article 3-Scope

- 3.1. This Agreement extends to every packaging of the Manager according to the related definition of the Law, to wit, to every product manufactured from any type of material, designed to be used to contain products, for the protection, the handling, the distribution and the presentation of the goods, from raw material to processed material from the manufacturer to the user or the consumer. This meaning includes the packaging for sale (primary packaging), excluding those containing **hazardous substance** residues, the group packaging (secondary packages) and the transport packages (tertiary packages) (including plastic bags and carrying bags), single-use or reusable, in accordance with the related definitions of the Law. The Manager assigns herewith to HERRCO the alternative management of its waste and packaging indicated in **Annex A (or where applicable and in Annex D)** hereof, to which this present Agreement extends only, as these (Annex A and/ or D) will be modified in the future and valid (hereinafter called “packaging subjected to the System”).
- 3.2. The packaging subjected to the System will not include the packaging that:
- a) contain lubricating oils,
 - b) is proved to have been destroyed (accompanied by the related protocol of destruction) along with their content,
 - c) contain hazardous waste,
 - d) is intended for export.

Article 4-Financial Contributions

- 4.1. For HERRCO to be able to fulfil its obligations according to the aforementioned and to release the Manager from his obligations provided for in the Law, the Manager pays a financial contribution to it in the way described in **Annex B** of the Agreement and according to the tables attached hereto as **Annex B1** hereof.
- 4.2. To be able to respond to the new legal, administrative, financial, technical or/and ecological conditions in the framework of the System and aiming at fulfilling the System’s targets, based also on the criteria of the Law, HERRCO reserves the right to readjust the tables of **Annex B1** twice on a yearly basis (per semester), following the related decision of its Board of Directors **and the consent of Hellenic Recycling Organisation (former NOAMP)**. In every such case, the Manager will be notified in writing and the validity of the new scale will commence following the expiry of the trimester as of the time the decision of readjustment was made. HERRCO reserves the same as above right also in the case of modification of Annexes A (Packaging subjected to the System) and B1 (Financial contributions). In the event the Manager does not agree with the unilateral modifications on behalf of HERRCO, he is entitled to terminate the Agreement unilaterally on a three (3) months written notice as of the receipt of his notice by HERRCO on the said readjustment.

Article 5-Auditing Procedures and Right to Receive Data

- 5.1. The Manager is entitled to keep with diligence and precision (both at its seat premises as well as at the Representative's seat) the accounting statements from which the data arise regarding the financial contributions owing to HERRCO based on the calculations of **Annex B** hereof. Twice on a yearly basis (per semester) and following the previous written notice of the Manager to this end, HERRCO may proceed, via an independent chartered auditors company of HERRCO's preference, to audits of the above accounting statements and in general all the required data (at the Representative's seat), to ascertain that the entries registered in them are effected in a way that allows the receipt of the aforementioned data. The Representative is obliged to receive from the Manager and provide HERRCO's auditors with the necessary data and information for the audit and to facilitate the auditing process at its premises. Any refusal of the Representative for the conducting of the audit will be regarded automatically as refusal of the Manager to the audit. The cost of these audits is incurred by HERRCO. If, upon the related suggestion of the Manager, with the consent of HERRCO, the above audits are carried out by chartered auditors of the Manager's preference, the costs of these audits will be incurred by the Manager.
- 5.2. If, during the audit, there is a false or incomplete entry owing to his fault, the Manager will be required to pay directly to HERRCO, and out of the payment schedule, the difference due, and all the more so with the legal default interest calculated as of the date of the initial debt until full repayment. Any repeated violation of the Manager's obligation to keep precise accounting statements based on which HERRCO audits the contributions due according to the aforementioned, may result to the termination hereof without keeping the deadline and without prejudice for HERRCO, in accordance with term 9.
- 5.3. In any case, the Manager's omission to make the contributions due within the prescribed time and according to the above schedule burdens his debts with the legal default interest at the time of the debt. The Manager's default commences on the day of payment of the contributions due without requiring for this purpose any previous notice (out of court or otherwise) of HERRCO.

Article 6-Obligations of HERRCO

- 6.1. HERRCO has the following obligations throughout the validity of the present Agreement:
- 6.1.1. To have by itself or via third parties of its choice, the required material technical infrastructure and know-how to organise and operate the System according to the conditions and the criteria of the Law.
- 6.1.2. To be equipped by itself or via third parties of its choice with all the legal authorisations, licenses and certifications required by the Law to organise a collective alternative package management system.

- 6.1.3. To meet all the obligations according to the Law, especially as regards the submission to NOAMP of the annual planning report for the following year, in a way that the Manager will be released from his obligations deriving from articles 11 par. 1 and 84 par. 3 of the Law.
- 6.1.4. To send to the Manager within January of each calendar year, if requested by him, a list of all the managers participating in the System.
- 6.1.5. To keep confidential all the information he takes knowledge of in relation to the Manager under this Agreement and the implementation of the System. This obligation governs including but not limited to all information about the Manager concerning his financial data, and the business or/and strategic plans. HERRCO will refrain from the disclosure of such information to any third party (especially to other participating managers) and for any reason and cause, except for their related obligation, which may be laid down based on an enforceable judicial decision or administrative authority decision or law. However, HERRCO reserves the right, without the secret character of the information and data in relation to the Manager being lifted by the present regulation, to make an online or other processing of the information and data that receives with regard to the Manager solely for statistical reasons, under the restrictions and conditions of the General Regulation on Data Protection (Regulation EU 679/2016) and the statutes by authorisation of it, as each time in force, as specified in paragraph 6.1.6. below. In this case, HERRCO is required to notify the Manager of such processing. All the managers contracted with HERRCO have equal access to any information that has been furnished to someone by the managers and which does not regard him solely.
- 6.1.6. Personal data protection
- 6.1.6.1. The Company, with registered seat in Maroussi Attika (5, Himarras street) under the capacity of data controller declares that it will process the personal data (i.e. name, surname, telephone, email address) of the (each time) legal representatives of the Manager or the persons declared by the Manager as contact persons for its account (hereinafter the “Subjects”) according to the applicable legal and regulatory framework for the protection of personal data and only in a manner compatible with the original purpose of collection thereof, taking appropriate technical and organizational measures in the context of the implementation of this agreement.
- 6.1.6.2 These data will be retained by the Company for as long as the purposes for which they were collected and referred to above remain in force. The legal basis for the processing is the implementation of the Cooperation Agreement between the Company and the Manager. The Company may retain the data once the collection and processing of the data has been fulfilled in the following limited cases and more specifically (a) if there is a legal obligation of the Company under a relevant legal provision, b) for use by tax authorities as well as any other audit authority within the statutory limitation period, c) if necessary for the proper organization and operation of the company d) until the lapse of the relevant claims to defend the rights and legitimate interests of the Company before any competent Court of

Justice and any other public authority; and (e) where there is an administrative or judicial dispute relating directly or indirectly to the data of the Subjects , pending the issuance of an irrevocable court order.

6.1.6.3 Subjects have the right to access, correct and delete their data, as well as to limit and oppose the processing of their data by the Company. These rights can be exercised by calling 210-8010962, or at privacy@herrco.gr. Finally, the Subjects have the right to file a complaint with the Personal Data Protection Authority, Kifissias Avenue no. 1-3, 11523 Athens, tel: 2106475628, <http://www.dpa.gr>.

6.1.7. During the term hereof and at any time after its dissolution for any reason and cause, to refrain from the use of the name, the earmark or mark of the Manager in its own forms and publications, excluding the list indicated in term 6.1.4. hereof and any other forms referring to the System and the managers participating in them. In such case, HERRCO is required to notify the Manager in advance, and when this is feasible, to take his written approval on the said restricted use of his name, earmark and mark.

6.2. HERRCO is not liable to pay damages to the Manager if the System operation approval prescribed by the Law is revoked, or its power provisionally or permanently ceases in any other way.

Article 7 – Manager’s duties

7.1. The Manager has the following duties throughout the term of this Agreement.

7.1.1. To meet all his obligations according to the Law.

7.1.2. To be registered with the Producers’ National Registry (EMPA)

7.1.3. To comply with the terms and conditions of **Annex C** when marking his packaging with the Trademark and to make available to HERRCO, following an explicit written request of the latter to this end and within ten (10) days as of the receipt of the related letter or fax message, samples of his marked packaging (by HERRCO’s choice), which should meet the terms and conditions of the Law on the marking, in relation to the marking provided for in it, and the **Annex C**, in relation to the marking with the Mark. If HERRCO finds that the marking does not meet the terms and conditions of the Law and the **Annex C**, following the check of the samples of the Manager’s marked packages, it will notify the Manager in writing to this end and the latter will be required to correct the errors in the marking of the packaging. For each act of this kind, the Manager is required to keep HERRCO posted and to ask its assistance whenever it is required for the prompt correction of errors in his packaging marking.

7.1.4. To keep confidential all the information he takes knowledge of in relation to HERRCO under this Agreement and the implementation of the System. This obligation governs including but not limited to all information about HERRCO concerning its financial data, and the business or/and strategic plans. The Manager will refrain from the

disclosure of such information to any third party and for any reason and cause, except for his related obligation, which may be laid down based on an enforceable judicial decision or administrative decision of an authority or the law.

7.1.5. To pay within the deadline indicated herein the required payments for his participation in the System.

Article 8-Term

8.1. The term of this Agreement is twelve months and commences on the signing hereof.

8.2. At the expiry of the above period, the term of the Agreement is automatically extended for consecutive annual periods unless any of the Parties notifies the other Party in writing three (3) months prior to expiry or to the initial term hereof or to each consecutive period that it does not wish to extend the present.

Article 9 - Termination/Dissolution of the Agreement

9.1. The Agreement is dissolved automatically, rightfully and without prejudice for HERRCO, if HERRCO loses definitely the approval of the System of collective alternative management indicated in the Preamble under II.

9.2. Regardless of any other reason of dissolution/termination of the Agreement in accordance with the present, HERRCO may dissolve unilaterally and without prejudice for it this Agreement without keeping any procedure or without the judicial intervention:

9.2.1. If the Manager is placed in compulsory administration or liquidation, is declared bankrupt, with effect from the day of publication of the related decision of the competent authority.

9.2.2. If the Manager is in default in paying the financial contributions, which lasts more than **90 days** as of the written notice sent to it by HERRCO.

9.3. In case any of the Parties finds a breach of a material term of this Agreement by the other Party, it notifies in writing the breaching Party setting a deadline of fifteen (15) days to remedy the unconventional behaviour, otherwise the Agreement is dissolved automatically and without prejudice for the non-breaching Party.

9.4. On the day of the dissolution of the Agreement, either at the expiry of the conventional period, or at the expiry of the period of tacit extension, or on the day on which the termination of the Agreement takes effect, the Manager has to stop using the Mark on the packages of its products, **and the recovery provided with his participation in the system (participation in tenders, funding, etc).**

- 9.5. In case of termination hereof for any of the abovementioned reasons, the Agreement remains in full force for the purposes of full liquidation of the legal claims of both Parties. At the time of liquidation, the Manager's total packaging subjected to the System will be calculated. The Manager has to submit to HERRCO a clearance statement of the packaging that will concern the period as from its last invoicing to the date of dissolution of the Agreement so that it will be invoiced accordingly, and to pay the respective financial contribution.
- 9.6. The Manager is entitled to distribute to the market the packaging bearing the Mark for a period not exceeding the three (3) months as of the date of dissolution of the Agreement. After the expiry of the above trimester, the Manager has to cover the Mark on the said packaging or to destroy them.

Article 10 - General terms

- 10.1. This Agreement with its annexes is the entire agreement between the Parties and supersedes any other written or verbal agreement effective until the execution hereof between the parties. All the terms hereof are agreed as material and are susceptible to amendment only upon a new written agreement of the Parties. If one of the present terms is deemed invalid, voidable or powerless, the other terms that remain in full force will not be affected, as if the invalid/voidable term had never been included herein from the beginning. Counter-evidence against the terms hereof is only allowed to be in writing, excluding any other evidence.
- 10.2. The Manager is not entitled without the previous written approval of HERRCO to assign the present Agreement to a third party.
- 10.3. All the notices, requests etc between the Parties will be effected in writing and will be sent to the addresses specified in the beginning hereof. Any change of address will be notified in writing.
- 10.4. This Agreement is governed by the Greek Law. The Athens Courts have the jurisdiction of any dispute that may arise from this Agreement.
- 10.5. The non-exercise of the rights deriving from the present Agreement by either Party does not imply that they waive of these rights or their exercise.

This Agreement is drawn up in two (2) original copies, each party that will take one (1) original copy, and it is signed as follows:

FOR HERRCO

FOR THE MANAGER

.....

.....

(signed & sealed)

Maroussi,/...../2022

ANNEXES

- Annex A. Packaging subjected to the System**
- Annex B. Financial contributions**
- Annex B1. Tables of financial contributions**
- Annex C. Granting of the Trademark License**
- Annex C1. Trademark**
- Annex D. Special Requirements for plastic carrier bags**

Annex A – Packaging subjected to the System

The Manager (or the Representative for the account of the Manager) will fill in and will submit the Annual Declaration of Packaging Materials of this Annex A1. **The submission may also be effected via HERRCO’s Website:** www.herrco.gr (using the personal username and password given by HERRCO). The data will be filled in by the Manager and will concern all his packaging subjected to the Law and the System and form the declaration submitted by the Manager (or by the Representative) (hereinafter called “the Declaration”) on his packaging subjected to the System, and which may consist the basis of calculation of the financial contributions according to the definitions of Annex B of the Agreement.

The packaging subjected, **excluding the packaging indicated in section 3.2. of article 3**, are this that contain products for distribution (sold or distributed free as samples or as promotion products) in the domestic market (produced in the country and imported to be sold in the domestic market).

Reusable packaging available for the first time in the Greek market are registered in a separate declaration and are subject to financial contributions. The amount of financial contributions paid for the packaging shall be reduced by the amount corresponding to the quantities of reusable packaging waste that the Manager himself has substantially demonstrated to have been taken from his premises to recycling facilities.

1. Definitions

The “**consumption packaging**” (sale packaging or primary packaging) is the packaging containing the product, is the least packaging unit that may be furnished to the end user-consumer that should open it to use the product.

They include but are not limited to the following:

- Aluminium can containing a soft drink or beer, etc,
- Plastic bag containing a snack, a croissant, etc,
- Chocolate wrapper (e.g. plastic film, paper, aluminium foil),
- Cigarette packet with all the packaging materials (e.g. paper/cardboard, aluminium, plastic film),
- Shampoo plastic bottle (with cap and labels),
- Yoghurt packaging (with aluminium foil-sealing)
- Toy packaging (with cardboard and plastic transparent window, and various supportive materials),
- Shirt packaging (with all supportive and information materials, e.g. rice paper, labels, laces, pins),
- Paper cartons for liquids containing milk, juice, etc,
- Glass bottle of whiskey with labels, caps and flow control systems, etc.

Any other packaging is called “**other packaging**”. Such packaging may be secondary or tertiary packaging containing, wrapping up or bearing one or more consumption packaging.

Including but not limited to:

- Paper carton containing a consumption packaging (e.g. glass bottle) of a drink,
- Plastic film wrapping up six consumption packaging (e.g. plastic bottles) of a soft drink,
- Plastic film and paper tray bearing 24 consumption packaging (e.g. aluminium cans) of beer,
- Paper tray bearing 12 consumption packaging (e.g. plastic containers) of yoghurt,
- Carton containing 30 consumption packaging (e.g. plastic bags) of a snack (e.g. chips or croissants),
- Plastic film wrapping up a pallet and separate cardboard plates between the layers of the products in the pallet, etc.

The definition of “packaging” is further based on the following criteria:

i) The objects that fulfil the above definition are considered packaging, without prejudice to other functions that the packaging may also serve, unless the object is an integral part of the product, and it is needed in order to contain, support or protect that product throughout its life time, and all the components intended for use, consumption or sale in common.

ii) The objects that have been designed and are intended for filling up at the point of sale, as well as the disposable objects that are sold filled up or have been designed and are intended for filling up at the point of sale, they are considered packaging, provided they serve as a packaging.

iii) The components of the packaging and the auxiliary components incorporated in the packaging are considered part of the packaging in which they are incorporated. The auxiliary components are directly posted or fixed to a product and serve as a packaging, are considered a packaging, unless they are an integral part of that product and all the components are intended for consumption or sale in common.

Packaging Components

Below are examples that are components of packaging and should be calculated to show the total weight of the packaging materials that consist the declaration of the packaging materials.

1. **Label** (e.g. stuck on or posted)
2. **Cover, top, cap** (e.g. bottle, container, etc), **sealing** (e.g. foil that seals a yoghurt, etc)
3. **Dosage mechanism** (e.g. valve, pump for aerosol, eau de cologne, detergents) & **applicator** (e.g. mascara whisk) that is part of the packaging cover
4. **Tube, pipe, cylinder** (e.g. cosmetics, food, etc)
5. **Container/can-container**, of food & drink (e.g. kid’s food can, milk, soft drink, prepared food, etc) and non-food (e.g. container of colours, chemicals, etc)

6. **Case, carton & casket** of product packaging (e.g. milk, detergent, confectionary articles, cigarettes, delivery food, fast food, etc)
7. **Barrel, tank, jerry can & other big containers** (>2 litres)
8. **Plastic cup, small bowl, taper, bowl** (e.g. ice-cream, yoghurt, profiterol, etc)
9. **Tray, small tray, small pan, pan** with or without separators (e.g. for sweets, fruits, toys, etc)
10. **Blister** (e.g. for medicines, gums, lamps, etc)
11. **Disposable plate & cup**
12. **Bag** (e.g. for cement, animal food, fertilizers, flour, coffee, sugar, etc)
13. **Big bag, bag, sachet** (e.g. for food such as flour, coffee, sugar, snack, etc), **case, file** (e.g. tobacco, marker, etc), **net** (e.g. for fruits, offer products etc), **carry bag** (e.g. super market bag or gift bag etc).
14. **Flexible packaging & wrapping** (e.g. film, membrane, foil etc) of a product (e.g. for candies, chocolates, newspapers, etc) or at the point of its sale (e.g. for gifts, food, etc)
15. **Carry tray & rack** (e.g. for bottles, containers, etc)
16. **Holding components** (e.g. lag, rubber, ribbon, adhesive tape, pin, clasp, hoop, handle, etc)
17. **Protection components** (e.g. base, cover, corners, EPS separators, paper and other materials, bubble wrap, etc) & **filling components** (flakes, chips, etc)
18. **Support components** (e.g. cone for toilet paper, reel/spool for threads, cables etc) & **shape maintenance** (e.g. hook, shirt collar, etc)
19. **Frame, crate, basket**
20. **Pallet, big case**

SECTION I

COMPANY'S NAME: _____

AGREEMENT CODE: _____

Annual Declaration of Packaging Materials (kgr)

SECTION II

ANNUAL PACKAGING DECLARATION				
Packaging material	Packaging materials (kg)			Contribution by weight (€)
	SINGLE – USE PACKAGING	NEW REUSABLE PACKAGING	RECYCLED REUSABLE PACKAGING	
PAPER / CARDBOARD	Transfer paper / cardboard (Kg)	0	0	0,00 €
	Other paper / cardboard (Kg)	0	0	0,00 €
PLASTICS	PET plastic bottles (Kg)	0	0	0,00 €
	PET plastic (Kg)	0	0	0,00 €
	PP plastic (Kg)	0	0	0,00 €
	PE plastic (Kg)	0	0	0,00 €
	PS plastic (Kg)	0	0	0,00 €
	Expanded polystyrene plastic (Kg)	0	0	0,00 €
	PO plastic (Kg)	0	0	0,00 €
	Multilayer plastics with more than one polymer or plastics with PVC labels (Kg)	0	0	0,00 €
	ALUMINIUM (Kg)	0	0	0,00 €
	FERROUS METALS (Kg)	0	0	0,00 €
GLASS PACKAGING (Kg)	0	0	0,00 €	
WOODEN PACKAGING (Kg)	0	0	0,00 €	
COMPOSITE PACKAGING	Composite packaging with paper/cardboard as the main material (Kg)	0	0	0,00 €
	Composite packaging with plastic as the main material (Kg)	0	0	0,00 €
	Composite packaging with glass as the main material (Kg)	0	0	0,00 €
TOTAL (Kg)	0	0	0	0

SECTION III

	Packaging materials (per articles)			Fixed Contribution (€)
	SINGLE – USE PACKAGING	NEW REUSABLE PACKAGING	RECYCLED REUSABLE PACKAGING	
Articles of consumption packaging	0	0	0	0,00 (€)
Articles of other packaging	0	0	0	0,00 (€)
Total Financial Contribution before VAT (€)				0,00 (€)
VAT amount (€)				0,00 (€)
Total Financial Contribution (€)				0,00 (€)

**Instructions how to fill in the
Annual Declaration of Packaging Materials**

General Instructions

The Annual Declaration of Packaging Materials includes all the materials in kilograms and all the articles of the packaging subjected and sold in the domestic market.

HERRCO recommends you to read the following instructions going back at the same time to the related existing instructions.

The Annual Declaration of Packaging Materials consists of three sections (I-III).

Sections I, II and III should be filled in with the necessary data as the case may be.

Detailed instructions

Section I: Manager's Data, Agreement Code (should be filled in)

The contracting Manager's name and the Agreement code, which is exclusive for each Member of HERRCO, are shown.

Section II: Annual Declaration of Packaging Material (must be filled in)

The lines of this section **must** be filled in **with the total weight of the materials (each line concerns a different material)** that were distributed on the domestic market in the specific period in kilos. If there are reusable packages distributed for the first time in the Greek market, they are registered in this section (according to Annex A).

Section III: Total Consumption Packaging & Financial Contribution

The number of articles of the consumption and other packaging sold in the domestic market **must** be entered.

In the end is shown the total financial contribution of the annual declaration of materials (before VAT) (not to be filled in by the Manager).

Annex B – Financial Contributions

1. Basis for the calculation of the financial contributions

1.1. The basis for the calculation of the financial contributions is the information on all packaging that the Manager has in the Greek market, as it has been recorded by him in his Declaration, according to the regulations of **Annex A** and the present annex and based on the prices defined in the Tables of Financial Contributions attached hereto as **Annex B1**.

The Declaration is annual (it will be called “Annual Declaration” for the purposes hereof).

1.2. In case that quantities of secondary paper-cardboard packaging proved to have been led to recycling, a financial contribution of 2€/ton will be paid as a certification cost for the said packaging. Anything provided for in this section is valid for quantities that run into at least 500 t annually. The payment of the financial contribution is effected fifteen days after the expiry of each calendar year, to wit, on the 15th of January each year and is based on the submitted vouchers.

2. Frequency and mode of payment of the financial contribution

2.1. The financial contributions (except for those provided for in sect.1.2.) are paid as follows:

2.1.1. The monetary contributions of the enterprises with the Annual Declaration of total amount up to **500 €** are paid within fifteen days as of the expiry of each calendar year, to wit on the 15th of January each year and is based on the submitted Annual Declaration. The respective invoice is issued based on the data of the Annual Declaration. If no Annual Declaration is sent up to January 15th, then the specific year is invoiced based on the last submitted Annual Declaration. The annual clearance is effected upon submission of the Annual Declaration.

2.1.2. The financial contributions of the enterprises with an Annual Declaration of **501 € to 1000 €** are paid fifteen days as of the expiry of each calendar year, to wit, on the 15th of July and on the 15th of January each year and is based on the submitted Annual Declaration. The respective invoice is issued on the 15th day of the sixth month of each semester. If no Annual Declaration is sent up to the 15th of January, then the B’ semester is invoiced like the previous one. The annual clearance is effected upon submission of the Annual Declaration.

2.1.3. The financial contributions of the enterprises with an Annual Declaration of **1001 € on** are paid fifteen days as of the expiry of each calendar year, to wit, on the 15th of April, the 15th of July, the 15th of October and the 15th of January of each year and is based on the submitted Annual Declaration according to the following mentioned herein. The respective invoice is issued on the 15th day of the third month of each trimester.

The Manager has to submit to HERRCO an Annual Declaration not later than the fifteenth day of the expiry of each calendar year, to wit, on the 15th of January. Based on the data of the Annual Declaration, the previous year’s clearance and the invoicing is effected of the following three equal in amount payments of the current year. In particular: for the calculation

of the quarterly payments and invoicing of 2022, the data of the Annual Declaration of 2021 will be used.

If no Annual Declaration is sent up to the 15th of January, then the fourth trimester is invoiced like the three previous ones. The annual clearance is effected upon submission of the Annual Declaration.

2.2. Based on the data of the Annual Declaration, the Manager pays to HERRCO the resulting financial contribution against the invoice that will be issued by HERRCO.

3. Excess payments

If the Manager has declared by accident to HERRCO excess packaging, and with the reservation that there are the proper supporting documents and the excess difference is attested upon the check provided for in article 5 hereof, the Manager is entitled to set off the collected contributions for these excess payments. This offset will be effected on the next payment on behalf of the Manager as of the date of the written submission of the offset request. The Manager may not submit a request to HERRCO for excess payments of previous years, after two (2) calendar years.

4. Entrance fee

For the purpose of the Manager's participation in the accumulated financial resources prior to the start of operation of the Packaging Alternative Management System and for reasons of equal treatment, the Manager who signs for the first time the Cooperation Agreement with HERRCO (and has not signed up to the date of signing of this agreement another approved packaging alternative management system although he distributed its packages to the market) will pay to HERRCO an entrance fee, as follows:

Within ten days as of the date of signing of this Agreement, the Manager has to submit the Initial Declaration corresponding to the calendar year prior to the year of the signing date of the Agreement. In particular: if the Agreement is signed in the calendar year 2022, the Initial Declaration consists of the Annual Declaration of 2021. The Entrance Fee amounts to three times the contribution price (in its applicable version) of the packaging material(s) placed on the market by the Manager during the year preceding its accession, i.e. in this case during the year 2021.

If the Entrance Fee does not exceed **1000 €**, then this should be paid within 10 days as of the date of signing of this Agreement.

If the Entrance Fee varies **from 1001 € to 2000 €**, then this should be paid in **2** instalments equal in amount and the 1st instalment will be paid after the expiry of the calendar trimester in which the Agreement has been signed and the 2nd instalment will be paid after the semester.

If the Entrance Fee **exceeds 2001 €**, then this may be paid in **4** instalments equal in amount, and the 1st instalment will be paid fifteen days as of the expiry of the calendar trimester in which the Agreement has been signed, and every semester thereafter.

To apply the above settlement of instalments, the Manager has to declare it by letter to HERRCO, which should be sent along with the submission of the Initial Declaration. If the above letter is not sent, the invoicing will be effected for the total Entrance Fee following the submission of the Initial Declaration.

There is such obligation in the event the Manager changed name or established a new company prior to the date of signing of this agreement.

5. Financial contribution calculation rules

5.1. First rule

All the material constituting the Manager's consumption packaging is charged based on the weight depending on the price of their material according to the monetary contribution tables (Annex B1) hereof (contribution by weight).

The consumption packaging articles are charged as a total with one more fixed contribution according to the monetary contributions tables (Annex B1) hereof (fixed contribution).

5.2. Second rule

All the material constituting the other packages is charged by weight based on the price of their material according to the monetary contributions tables (Annex B1) hereof (fixed contribution).

Every component per unit of other packaging is charged with one more fixed contribution according to the monetary contribution table (Annex B1) hereof (fixed contribution).

5.3. Third rule

The glues, the adhesive tapes, the tax tapes, the metal connections that are part of a packaging (e.g. a carton) and the user booklets or manuals are not considered packaging components.

6. Monetary contributions calculation mode

The total contribution of a packaging is the aggregate of the contributions by weight of the material that constitute all packaging (consumption & other packaging) plus the proportionate fixed contributions by applying the previous rules.

Examples of monetary contribution detailed calculation are attached to the special issue.

Annex B1
Monetary Contributions Table

The following table consists of the monetary contribution calculation basis:

a)	Fixed contribution	0,0004 €/τεμάχιο
on the number of packaging		
b) Contribution by weight (€/ton)		
PAPER / CARDBOARD		
		55,50
-Transfer paper / cardboard		55,50
-Other paper / cardboard		55,50
PLASTIC		
		70,50
- PET plastic bottles		70,50
-Multilayer plastics with more than one polymer or plastics with PVC labels		70,50
-Expanded polysterene		70,50
-Other plastics		70,50
ALUMINIUM		
		10,50
FERROUS METALS		
		21,00
GLASS PACKAGING		
		18,50
WOODEN PACKAGING		
		10,10
COMPOSITE PACKAGING		
		70,50
- Composite packaging with paper/cardboard as the main material		70,50
- Composite packaging with plastic as the main material		70,50
- Composite packaging with glass as the main material		70,50

The above prices do not include VAT.

Annex C – Granting of Trademark License**1. General**

The Trademark (as represented in Annex C1) is registered under the numbers 106615 (foreign), 106622 (foreign), 104358 (foreign) and 104359 (foreign) in the Books of Marks of the Ministry of Development. The Mark's beneficiary is the company PRO EUROPE, which has granted to HERRCO the exclusive right to use and the right to further grant its use by virtue of the agreement with HERRCO, which has been registered in the Books of Trademarks of the Ministry of Development. The Mark is used for the marking of packaging that consist the object of collective alternative management of HERRCO according to the aforementioned as an evidence of the Manager's participation in the System. HERRCO further grants upon written agreements and according to the terms and conditions described below, the Trademark license to managers wishing to participate in the System, so that the latter may mark their packaging.

2. Intellectual property rights

2.1. The Manager is not entitled, throughout the term hereof and after the dissolution or expiry hereof for any reason and cause, to ask directly or indirectly (that is, through a third party) the registration of a trademark, identical or similar to the Mark, in any country.

2.2. From the Trademark License, the Manager does not acquire any possession right and any other general right on the Trademark, which remain in the exclusive possession of the legal beneficiaries.

2.3. The Manager is not entitled to further grant, assign or transfer the Trademark License to any third party (even if this is an affiliated enterprise in the meaning of article 32 of Law 4308/2014) and for any reason and cause.

3. Term of the License to Use

The term of the Trademark License is equal to the term of this Agreement. Any dissolution of this Agreement for any reason and cause entails the ex officio cease of power of the Manager's right to use the Trademark with no further notice on behalf of HERRCO, given that the specific right of the Manager to use the Trademark exclusively and solely depends on his participation in the System. Any use of the Trademark by the Manager after the dissolution hereof, subject to section 9.6. hereof, creates the right of HERRCO to compensation for any damage it may suffer including the loss of profit.

4. Right to use the Trademark – Breach of the Trademark

4.1. The Manager's right to use the Trademark includes his right mentioned therein in every advertisement of his packaging subjected to the System, addressed to consumers with the sole and exclusive purpose to inform the consumers about his participation in the System. In such case, HERRCO will have the opportunity to ask the Manager and the Manager will have to

submit to it the advertising artworks and any other advertising material of any form with which it intends to address to the consumers.

HERRCO reserves the right to forbid the use of the Trademark by the Manager for advertising reasons of the latter, if it reasonably considers that the use of the Trademark in this particular case diverts from the purpose for which it is used.

4.2. The Trademark License is limited to the reasons mentioned above, it does not give the Manager any other right on the Trademark, and its use on the Manager's packaging indicates his participation in the System.

4.3. If the Manager is aware that a third party uses the Trademark illegally and with no authority to use it, it has to notify HERRCO whatsoever.

4.4. HERRCO has the exclusive right and not the obligation to proceed with the legal procedures to stop this violation or any illegal or without authorisation use of the Trademark, whilst the total costs and expenses are exclusively covered by it (HERRCO).

4.5. If the illegal use of the Trademark by a third party is reasonably harmful to the Manager's interests within the framework of this cooperation, the Manager has to notify HERRCO according to clause 4.3. above, which (HERRCO) has to support such interests in any legal remedy and way, even by undertaking the total costs and expenses in case of court litigation (including the lawyer fees) until the final outcome of the trial.

Annex C1 – Trademark and terms of marking



“Trademark”

General rules of Trademark appearance

The Trademark has to be easily read and placed on a visible part of the packaging. Normally, the Trademark is placed on the part of the packaging where the barcode is.

The Manager may mark with the Trademark all its packaging.

No modification of colour or any other type of change and no additional recording on the Trademark is allowed without the previous written agreement of HERRCO.

The Trademark’s form is a circle containing two opposite- directed arrows rotating around a central vertical axis.

The central vertical axis of the Mark has to be vertical to the lines of the text that may exist on the packaging.

Colour

The clockwise-directed arrow is of a darker colour. On the contrary, the counter clockwise-directed arrow is of a lighter colour. On the white underlay, the colour of the darker-coloured arrow is Pantone 343 C (green), and the colour of the lighter-coloured arrow is Pantone 366 C (green).

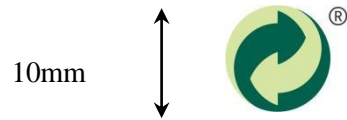
The types of these colours in a chromatic printing are:

- Pantone 366 C Blue: 40%
 Yellow: 80%
- Pantone 343 C Magenta: 50%
 Yellow: 80%
 Blue: 100%

The Trademark may be used on one-colour, on a white or coloured underlay or on a reversed colour, or in case of imported products as this is printed on their packaging, from the country of production or origin of these products, provided the Trademark Beneficiary’s terms and conditions of the Trademark’s use are fulfilled, which is the company “PRO EUROPE” and these products have been included in the Declaration of the Manager according to Annex A of this Agreement.

Dimensions

The proposed diameter of the Trademark is 10mm.



The diameter of the Trademark may not in any case be less than 6 mm.

Exceptions

Any exception from the present rules for technical, legal reasons or any other reason should be agreed between HERRCO and the Manager and should be written in a special annex of this Agreement.

Annex D - Special Requirements for Plastic Carrier Bags

Definitions

"**Plastic carrier bags**" means carrier bags, with or without handle, made by plastic, which are made available to consumers at the point of sale of goods or products.

"**Thin plastic carrier bags**" means plastic carrier bags with a wall-thickness of less than 50 micrometers (mm);

"**Ultra-thin plastic carrier bags**" means plastic carrier bags with a wall-thickness of less than 15 micrometers (mm) used for hygiene purposes or supplied as primary bulk food packaging, where their use helps to avoid food waste;

Declaration of Quantities

Regarding the plastic carrier bags that they produce or import in order to place them on the Greek market, the obligated producers fill in and submit **only** the following detailed form.

Plastic Bag Category	Quantity in articles	Quantity in kilos
Ultra-thin plastic carrier bags with a wall-thickness (Π): (Π) <15 mm (except for biodegradable / compostable, in accordance with ΕΛΟΤ ΕΝ 13432)		
Thin plastic carrier bags with a wall-thickness (Π): 15 mm ≤ (Π) < 50 mm (except for biodegradable / compostable, in accordance with ΕΛΟΤ ΕΝ 13432)		
Plastic carrier bags with a wall-thickness (Π): (Π) ≥ 50 mm (except for biodegradable / compostable, in accordance with ΕΛΟΤ ΕΝ 13432)		
Ultra-thin plastic carrier bags with a wall-thickness (Π): (Π) <15 mm (biodegradable / compostable, in accordance with ΕΛΟΤ ΕΝ 13432)		
Thin plastic carrier bags with a wall-thickness (Π): 15 mm ≤ (Π) < 50 mm (biodegradable / compostable, in accordance with ΕΛΟΤ ΕΝ 13432)		
Plastic carrier bags with a wall-thickness (Π): (Π) ≥ 50 mm (biodegradable / compostable, in accordance with ΕΛΟΤ ΕΝ 13432)		
TOTAL QUANTITY		

The data submitted in the above manner are independent and additional to those submitted in the Annual Declaration of Packaging Materials of Annex A for the packaging materials of the products (plastic bags and other materials possibly) produced or imported by the obligated producers in order to make them available to the Greek market.

Reusable bags or carrier bags shall be declared in the above declaration according to the category they belong.

Financial Contribution

The financial contribution for the total declared quantities of plastic carrier bags is calculated only on the basis of weight and is determined **at 70.50 euros per ton** of plastic carrier bags available in the Greek market, plus VAT.