



CONTRACT FOR THE MANAGEMENT OF EMPTY PACKS WASTE

Nº VFyy-xxxx

CONTRACT

Between:

SIGERU – Sistema Integrado de Gestão de Embalagens e Resíduos em Agricultura, Lda., private limited company with head office at Oeiras, Rua General Ferreira Martins, nº 10, 6º-A, 1495-137 ALGÉS, NIPC 506985334, in this act duly represented by Mónica Teixeira and Paulo Lourenço, herein after designated by “Sigeru”;

and

xxxxxx, company with head office at xxxxxxxxxxxxxxxxxxxxxxxxx, Fiscal Number xxxxxxxxxxxx, in this act duly represented by xxxxxxxx, in the role of xxxxxxxx, herein after designated by "Segundo Contraente";

Considering that:

- A) In the terms of Despacho Conjunto 6560/2017, from July 28, updated by Despacho nº 4095/2019, and applicable legislation, Sigeru is licensed to the management of waste of primary empty packaging of crop protection products, under Reg. EU 1107/2009, biocides under Reg. EU 528/2012 and seeds for professional use herein designated by CPP, BC and SE, respectively;
- B) According to the same Despacho Conjunto 6560/2017, Segundo Contraente, is considered as a Business Entity, packer and/or importer of Products and/or owner of a Sales Permit issued by competent authorities;
- C) According to current legislation, Segundo Contraente, takes the option to transfer the responsibility of the management of the waste of primary empty packaging of its Products to Sigeru;
- D) Segundo Contraente meets all legal requirements to run the economic activity related with this contract;

Both parties agree in signing this contract with the following terms and conditions:

Clause One

Definitions

In this contract, the following terms have the following meanings:

1. VALORFITO – Name of the integrated system of management of packaging and other wastes in agriculture, managed by the private company Sigeru, Lda.

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2. CROP PROTECTION PRODUCTS (CPP) – Formulated products containing one or more active substances which are presented in its final formula that are used by end users, under Reg. EU 1107/2009.
3. BIOCIDES (BC) - Formulated products containing one or more active substances which are presented in its final formula that are used by end users, under Reg. EU 528/2012.
4. SEEDS (SE) – Vegetal parts, botanically classified as it, which are presented in its final formula that are used by end users.
5. PRIMARY PACKAGING – Packs which has been in direct contact with the Product.
6. WASTE OF PRIMARY PACKAGING – Empty primary packs, after Product use.
7. SELLING PACK – Any pack conceived in a way that is a unit selling to the end user.
8. BUSINESS ENTITY (OPERADOR ECONÓMICO) – Any entity or company which fabricates, packs, imports or places in the Portuguese market CPP, BC and/or SE, which means packers and/or any other entities responsible for placing in the market those products, including the companies which are the owner of a sales/importation permit or other type of authorization, issued by the competent authorities.
9. VALORFITO CERTIFICATE – Document issued by Sigeru which proves that the Segundo Contraente is meeting its responsibilities in respect to the management of waste of primary empty packs of its Products, through this contract and its terms and principles, by transferring that responsibility to VALORFITO.
10. FINANCIAL CONTRIBUTION – Amount to be paid to Sigeru by the Segundo Contraente, calculated according terms and conditions mentioned the Annex II of this contract.
11. VALORFITO SYMBOL – Graphically reproduced on the Annex I of this contract, this symbol must be placed in a well visible place on the label of the primary packs within the responsibility of Sigeru.

Clause Two

Subject

By this contract, the Segundo Contraente as Business Entity of CPP, BC and/or SE, adheres to VALORFITO system and transfers to Sigeru the responsibilities previewed in the current legislation related with packaging management mentioned in Clause Three.

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Sociedade por Quotas . NIPC nº 506 985 334 . Capital Social: 40.000€ . Matriculada na CRC de Cascais sob o nº 17886



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Clause Three

Comprised packaging

1. This contract applies to waste of primary empty packaging of CPP, BC and SE from professional use, from which the Segundo Contraente is the responsible for placement in national market.
2. Excluded from this contract are the packs from pesticides under DL 101/2009, packs from non-professional use of seeds, secondary and tertiary packs, packs not empty, including those with obsolete products, as well as packaging waste of other agricultural products such as nutrients, correctives and fertilizers.

Clause Four

Segundo Contraente Obligations

With this contract the Segundo Contraente is committed to:

1. Grant that the Valorfito Symbol is placed in a well visible place on the label of the primary packs of Products of its responsibility and comprised by this contract, following the terms and conditions mentioned in the Annex I of this contract.
2. Finance the VALORFITO system by the payment of the Financial Contribution according to terms and conditions mentioned in the Annex II of this contract.
3. Provide to Sigeru data related to the quantities of packaging placed on the market, by an Annual Declaration, issued until January 31st (thirty first) of the following year of which data is concerned duly filled according to terms and conditions of Annex III of this contract.
4. Provide to Sigeru qualitative data relative to the characteristics of packaging placed in the market, namely in which concerns to pack size, capacity, pack materials and other that may be considered relevant to the efficiency of VALORFITO, within the deadline mentioned in the previous point.
5. Sigeru may ask for samples of the packs on the responsibility of the Segundo Contraente included in this contract, which must be sent to Sigeru head office within 20 working days.
6. The Segundo Contraente compromises to keep Sigeru updated, at least once a year, about capacities, dimensions, materials and other characteristics of the packs of the products under its responsibility, including phase-out products / packs, pack replacement as well as new products and packs.

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7. Sigeru gets the right of, by its own initiative throughout own or contracted audit services, to proceed with all verifications and analysis of the elements declared by the Segundo Contraente as well as others, considered essential to ensure the veracity of the declared data.
8. Costs related to all verifications and analysis mentioned above will be supported by Sigeru, except if after these verifications and analysis, it is concluded that the financial contribution paid by the Segundo Contraente is lower than it was due. In that case above mentioned costs will be charged to the Segundo Contraente.
9. If after an audit process there's place to additional payment of financial contribution, by mistake or omission of the Segundo Contraente, this company is obliged to pay the required amount within 10 working days to Sigeru after the date of the invoice.
10. In any case, the Segundo Contraente cannot transfer his obligations under the contract, even to a society where a group relation exists, without previous written agreement from Sigeru.
11. The Segundo Contraente may delegate his obligations mentioned at items 3, 4, 5, 6 and 7 in a "third party company" by a written communication Sigeru, together with an acceptance letter from the mentioned "third party company".
12. The above statement is only valid after the mentioned "third party company" has signed a valid contact with Sigeru.

Clause Five

Suspensory and cancellation conditions

1. A missing payment of the financial contribution by the Segundo Contraente gives Sigeru the right to suspend the contract, within 60 days after the respective invoice date of issue.
2. The missing payment of the above mentioned financial contribution within 90 days after the respective invoice date is enough condition to let Sigeru cancel the present contract.
3. The missing payment of the financial contribution by the Segundo Contraente, in any of the above mentioned situations, implies that the responsibilities of the management of the waste of empty packs were not transferred to Sigeru, therefore is not recognized as adherent to VALORFITO system, which means that the Segundo Contraente cannot keep in the label of his products the VALORFITO Symbol.
4. Over all amounts due to Sigeru by the Segundo Contraente under this contract which are not paid in time, will be charged with legal interests independently of a suspension or cancelation of this contract.

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Clause Six

Sigeru Obligations

1. The celebration of this contract obliges Sigeru to fulfil all his duties coming from the application of the legislation related to the management of primary packaging waste mentioned by the Despacho Conjunto 6560/2017, updated by Despacho nº 4095/2019, which grants to Sigeru its licence as waste management entity.
2. According to applicable legislation Sigeru must keep the relevant authorities informed on the contractual situation kept with the Segundo Contraente.
3. Sigeru foresees to recover, to valorise and to recycle, at VALORFITO system, the quantity of packaging waste at least equal to the objectives mentioned in his licence.
4. Apart from his legal obligations, as far as information flow is concerned by administrative or justice decisions, Sigeru compromises to keep and to ensure that all his employees agents and related mandataries, the most strictly confidentiality to all data and information of the Segundo Contraente which, by force of this contract, arrive to Sigeru as well as do not utilize any of those data and information on other purposes than those considered in the present contract.
5. The confidentiality duty mentioned above will be kept over the time after the cancelation of this contract.

Clause Seven

VALORFITO Certificate

1. After the payment of the financial contribution and if no failure is noticed, Sigeru issues and delivers to the Segundo Contraente the VALORFITO Certificate concerning the related year.
2. The issue of this Certificate will be done immediately after the payment of the financial contribution or its first invoice.
3. Sigeru recognizes that the VALORFITO Certificate is enough to the competent authorities by which the Segundo Contraente proof that is meeting his obligations regarding the management of waste of packaging included in this contract, by having a valid contract with VALORFITO system.

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Clause Eight

VALORFITO Brand and VALORFITO Symbol

1. Sigeru concedes to the Segundo Contraente, which accepts, by the precise terms of this contract, a right of non-exclusive use of the VALORFITO Symbol tasking to the Segundo Contraente the obligation of print in the labels primary packaging included in this contract with the above mentioned Symbol, according to terms and definitions mentioned in the Annex I of this contract.
2. The Segundo Contraente recognizes and accepts that is forbidden to print the VALORFITO Symbol on packs which are not included in this contract.
3. The Segundo Contraente recognizes and accepts that he has no rights over VALORFITO Brand neither VALORFITO Symbol, besides those that are mentioned in this contract and that the Brand and the Symbol, according to Annex I, are and will be exclusive property of Sigeru.
4. Any reference printed on packs, publications or communications from the Segundo Contraente responsibility to the meaning of VALORFITO Brand or Symbol, must respect, in all its terms, the terms and definitions mentioned in the Annex I of this contract.
5. In the case that Sigeru will decide to change the conditions and rules of VALORFITO Symbol use, the Segundo Contraente will be notified about the changes introduced, which must be followed and accepted by the Segundo Contraente.
6. The cancelation of this contract, whatever the reason, way or format, determines the immediate prohibition to the Segundo Contraente to print any packaging with VALORFITO Symbol.
7. Despite what is mentioned in the previous item, the Segundo Contraente can, however, keep selling on the Portuguese market packs that were already printed with VALORFITO Symbol at the time of the cancelation of this contract, by a time of 6 months after the close of the contract.

Clause Nine

Expiry and denunciation

1. The present contract expires on the December, 31st, 2021, unless a suspensory or cancellation condition mentioned in Clause Five occurs.
2. This contract can be denounced by any of the parts through a written communication within a time frame minimum of six months or as mentioned in the Clause Five.

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Clause Ten

Territorial Coverage

The present contract applies to overall Portuguese territory.

Clause Eleven

Applicable Legislation and Conflict Resolution

The present contract as well as all rights and duties related are regulated by the Legislation of the Portuguese Republic. For the resolution of any conflict coming from the interpretation or execution of the present contract which was not possible to overcome between both parties' agreement, the competent Court will be the Court of Lisbon.

Done in Algés, at _____, _____, 20xx, printed in two copies, duly signed by both parties including the following annexes, which belong to this contract:

- ANNEX I – VALORFITO Symbol**
- ANNEX II – Financial Contribution**
- ANNEX III – Annual Declaration**

O Imposto de Selo devido será liquidado é pago por meio de guia.

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ANNEX I – VALORFITO SYMBOL

BASIC RULES FOR VALORFITO® SYMBOL AND BRAND UTILIZATION

General rules

VALORFITO Symbol must be easily identified by the end user and must transmit to him the procedure for the empty packaging disposal after use.

It must be clearly visible, of easy reading and last a life time compatible with the pack life time, even after it has been opened.

The VALORFITO brand, when printed in a pack means that, a financial contribution was paid for that pack, to SIGERU - Sistema Integrado de Gestão de Embalagens e Resíduos em Agricultura, Lda.

VALORFITO Symbol placement

The VALORFITO symbol must be printed on the label of the primary pack or selling unit of the Products that belong to the contract to which this Annex is a part.

The placement of the symbol, although can be in the frontal or rear face of the label, must always be immediately visible. Namely, when the label is made up of several pages, the VALORFITO symbol must be placed on the respective exterior page.

Graphic presentation of VALORFITO Symbol

The VALORFITO symbol may be printed in several ways:

1. BLACK or WHITE
 - a) Black 100% or White 100% (applicable over a black background)



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ANNEX I – VALORFITO SYMBOL

b) Central part of the symbol in black 100%, ear and letters in a grid of 75% black



2. Colour



CENTRAL PART – Pantone 382 / C: 28 M: 0 Y: 100 K: 0

EAR AND LETTERS – Pantone 575 / C: 48 M: 0 Y: 100 K: 53

Dimensions

To grant the identification and good visibility of the symbol, it is advisable to use a minimum height and width of 10 mm. However, in packages of smaller dimensions, a minimum of 6 mm is acceptable.

For any clarification about utilization of both VALORFITO Symbol and brand, SIGERU should be contacted

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ANNEX II – FINANCIAL CONTRIBUTION

General Rules

The primary packaging under this contract, must pay a Financial Contribution that is proportional to the quantities of packaging material placed on the market.

Until the end of January of the year after the one it concerns, the business entities (companies) must submit an Annual Declaration of the quantity of primary packaging placed on the market in the Portuguese territory.

The Financial Contribution is calculated on a yearly basis, estimated according to the quantity of packaging placed on the market, during the previous year.

Simultaneously, there is place for an adjustment of the Financial Contribution charged to the previous year, according to the real quantities declared in the Annual Declaration of that year.

The billing of the current year and the adjustment of the previous year, debit or credit, will be made until the end of March of the same year.

If the amount to be invoiced is above €5.000 (five thousand euros), two invoices will be issued, one with 60% of the value until March 31st, another with the remaining 40% until the end of September.

All amounts due to Sigeru, under the terms of this contract, that are not paid on time, pay an interest rate fixed by law and does not exclude Sigeru's right to cancel the contract unilaterally.

Financial Contribution Calculation

AMOUNT TO BE PAID TO SIGERU, REGARDING THE PRIMARY PACKAGING OF CROP PROTECTION PRODUCTS PLACED IN THE MARKET, REFERRING TO **2018 and 2019**:

PRODUCT TYPE	QUANTITIES DECLARED	FINANCIAL CONTRIBUTION TYPE	FINANCIAL CONTRIBUTION 2018	FINANCIAL CONTRIBUTION 2019	UNITS
Fitofármacos	<3000kg / year	Fixed / year	1 263,00	1 140,90	euro/produtor
Fitofármacos	>3000kg / year	Variable / year	421,00	380,30	euro/ton
Sementes	<500kg / year	Fixed / year	130,00	117,65	euro/produtor
Sementes	>500kg / year	Variable / year	260,00	235,30	euro/ton
Biocidas	<100kg / year	Fixed / year	42,10	38,03	euro/produtor
Biocidas	>100kg / year	Variable / year	421,00	380,30	euro/ton

VAT not included, if applicable.

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ANNEX II – FINANCIAL CONTRIBUTION

Prices are valid for all materials.

Revision of the Financial Contribution

- a) The above-mentioned amounts are revised annually, through a proposal presented by Sigeru to the Portuguese Environmental Agency (APA), until September 30th of the year prior to which it concerns.
- b) After reception of Sigeru's proposal, the Portuguese Environmental Agency evaluates its fundamentals and may ask for additional information within a 30 day period.
- d) The new value of the Financial Contribution is communicated to the companies and placed in the internet site of Sigeru, until November 30th.
- e) The Financial Contribution may also be revised within a different timeframe, through a proposal made by Sigeru to the President of the Portuguese Environmental Agency, whenever the system faces unacceptable deficit or surplus.
- h) All rules related with the calculation of the Financial Contribution are stated in the Despacho Conjunto 6560/2017 and further documentation approved by APA.

NOTE:

THIS ANNEX IS VALID AS FROM JANUARY, 1, 2018 E WILL KEEP VALID UNTIL NEW COMMUNICATION.

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ANNEX III – DECLARATION OF QUANTITIES

General Rules

1. The Declaration of Quantities of primary packs of Products placed on the market, submitted by the business entities (companies) to VALORFITO, are the base for the calculation of the respective amounts of the Financial Contribution.
2. The Declaration of Quantities is submitted exclusively by electronic way through a web platform specifically developed for that purpose.
3. At the time of the Declaration of Quantities, on the same platform, companies must update the qualitative information regarding the packaging placed on the market.

Annual Declaration of Quantities

It is a Declaration of Quantities (kg) regarding the primary packs placed on the market during a civil year, included in the terms of this contract. For some specific packaging the number of units placed in the market may be asked.

The submitted quantities must be separated by the types of materials mentioned in the web platform.

Submission of this information must be done until January 31st (or the working day before) of the year following that to which they relate.

The submission of this information implies that the qualitative information is updated. This update must be done within the same timeline of the Declaration of Quantities.

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