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| **SUTARTIS DĖL ELEKTROS IR ELEKTRONINĖS ĮRANGOS ATLIEKŲ TVARKYMO ORGANIZAVIMO Nr. E-17/**  Vilnius, 2017 m. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ d.  **VšĮ „Elektronikos gamintojų ir importuotojų organizacija“**, pagal Lietuvos Respublikos teisės aktus įsteigta ir veikianti įstaiga, įregistruota Juridinių asmenų registre kodu 302773365, kurios buveinė registruota adresu Fabijoniškių g. 96, Vilnius (toliau vadinama „ORGANIZACIJA“), kurią atstovauja vadovas Alfredas Skinulis, veikiantis pagal ORGANIZACIJOS įstatus ir **UAB “...........”,** pagal Lietuvos Respublikos teisės aktus įsteigta ir veikianti uždaroji akcinė bendrovė, įregistruota Juridinių asmenų registre kodu ................., kurios buveinė registruota adresu .........................................(toliau vadinama „NARIU“), kurią atstovauja direktorius ..............................., veikiantis pagal bendrovės įstatus toliau kartu vadinamos “*Šalimis*” ar atskirai “*Šalimi*”, sudarė šią sutartį dėl elektros ir elektroninės įrangos atliekų tvarkymo organizavimo per gamintojų ir importuotojų organizaciją (toliau vadinamą “*Sutartimi*”).  **1 straipsnis. Bendrosios nuostatos**  Šia Sutartimi kolektyviai įgyvendinamas Lietuvos Respublikos teisės aktais numatytas gamintojų ir importuotojų atsakomybės už elektros ir elektroninės įrangos atliekų tvarkymą principas. Sutartis realizuoja Lietuvos Respublikos atliekų tvarkymo įstatymo reikalavimus, kuriuosereglamentuojamos gamintojų ir importuotojų teisės ir pareigos iš vienos pusės bei ORGANIZACIJOS teisės ir pareigos iš kitos pusės, vykdant su elektros ir elektroninės įrangos atliekų tvarkymu susijusią veiklą. Šioje Sutartyje vartojamos sąvokos, išskyrus, jeigu Sutarties kontekstas aiškiai reikalautų kitos reikšmės, aiškinamos taip:  **Elektros ir elektroninė įranga** - įranga, kuriai tinkamai funkcionuoti reikalingos elektros srovės arba elektromagnetiniai laukai, ir įranga, skirta kurti, perduoti arba išmatuoti tokias sroves ar laukus, priklausanti Lietuvos Respublikos aplinkos ministerijos nustatytoms kategorijoms ir skirta naudoti su ne didesne kaip 1000 V įtampa esant kintamajai srovei ir su ne didesne kaip 1500 V įtampa esant nuolatinei srovei.  **Elektros ir elektroninės įrangos atliekos** – elektros arba elektroninė įranga pagal Lietuvos Respublikos atliekų tvarkymo įstatymo 2 straipsnio 6 dalį laikoma atliekomis, įskaitant visas jos sudedamąsias dalis ir komplektavimo gaminius, kurie yra ardomos elektros ir elektroninės įrangos dalis.  **Elektros ir elektroninės įrangos atliekų tvarkymo užduotys (Tvarkymo užduotis)** – reiškia kasmetines Lietuvos Respublikos Vyriausybės nustatytas elektros ir elektroninės įrangos atliekų tvarkymo užduotis.  **Tiekimas Lietuvos Respublikos vidaus rinkai verslo tikslais** – į Lietuvos Respublikos teritoriją įvežtos, Lietuvos Respublikos teritorijoje pagamintos elektros ir elektroninės įrangos perleidimas už atlygį ar nemokamai kitam asmeniui Lietuvos Respublikos teritorijoje arba sunaudojimui savoms reikmėms skirtų daugiau kaip 5 elektros ir elektroninės įrangos vienetų įvežimas į Lietuvos Respublikos teritoriją, pagaminimas Lietuvos Respublikos teritorijoje per kalendorinius metus.  **Elektros ir elektroninės įrangos kategorija** - pagal Lietuvos Respublikos Vyriausybės nutarimu patvirtintų Banko garantijos, laidavimo sutarties bei kitų sutarčių, įrodančių, kad elektros ir elektroniniės įrangos atliekų tvarkymas bus finansuojamas, sudarymo ir vykdymo, lėšų, gautų pagal šias sutartis, kaupimo, naudojimo ir grąžinimo taisyklių priedą.  **Užsakymas** – NARIO, ORGANIZACIJOS nustatyta tvarka, pateikiami duomenys apie Lietuvos Respublikos vidaus rinkai patiektą elektros ir elektroninės įrangos kiekį pagal kategorijas.  **Metinė prognozė** – NARIO, ORGANIZACIJOS nustatyta tvarka, pateikiami duomenys apie planuojamą per einamuosius kalendorinius metus Lietuvos Respublikos vidaus rinkai patiekti elektros ir elektroninės įrangos kiekį pagal kategorijas.  **Sutartis** – reiškia Sutartį dėl elektros ir elektroninės įrangos atliekų tvarkymo organizavimo.  **Kitos** Sutartyje vartojamos sąvokos aiškinamos taip, kaip jos apibrėžtos Lietuvos Respublikos atliekų tvarkymo įstatyme ir kituose elektros ir elektroninės įrangos atliekų tvarkymą reglamentuojančiuose teisės aktuose.  **2 straipsnis. Sutarties objektas ir Šalių pareiškimai**  2.1. Sutarties objektas yra tinkamas elektros ir elektroninės įrangos atliekų tvarkymo bei NARIO Tvarkymo užduočių vykdymo organizavimas, kurio svarbiausias tikslas yra NARIO elektros ir elektroninės įrangos atliekų tvarkymo užduočių įvykdymas.  2.2. Šios Sutarties objektas nėra ne buityje naudojamos elektros ir elektroninės įrangos atliekų tvarkymo organizavimas.  2.3. ORGANIZACIJA pareiškia, kad turi galiojančią elektros ir elektroninės įrangos atliekų tvarkymo organizavimo licenciją, išduotą Lietuvos Respublikos aplinkos ministerijos 2012 m. rugpjūčio 24 d., licencijos Nr. 005, ir yra įtraukta į licencijuotų gamintojų ir importuotojų organizacijų sąrašą, skelbiamą Lietuvos Respublikos aplinkos ministerijos tinklapyje adresu [www.am.lt](http://www.am.lt).  2.4. NARYS pareiškia, kad yra gamintojas ir (ar) importuotojas.  2.5. Šalys pareiškia, kad turi teisę sudaryti ir vykdyti šią Sutartį.  **3 straipsnis. Šalių pareigos ir teisės**  3.1. ORGANIZACIJA įsipareigoja:  3.1.1. organizuoti surinkimą, vežimą, paruošimą naudoti, naudojimą atliekų, kurios susidarė naudojant gamintojų ir importuotojų tiektą Lietuvos Respublikos vidaus rinkai verslo tikslais elektros ir elektroninę įrangą, ir (ar) dalyvauti organizuojant tokių atliekų tvarkymą savivaldybių organizuojamose komunalinių atliekų tvarkymo sistemose;  3.1.2. užtikrinti NARIO Tvarkymo užduočių įvykdymą, jeigu NARYS Sutartyje numatyta tvarka pateikė duomenis;  3.1.3. šviesti ir informuoti visuomenę elektros ir elektroninės įrangos atliekų tvarkymo klausimais: apie elektros ir elektroninėje įrangoje esančias pavojingas medžiagas; netinkamo elektros ir elektroninės įrangos atliekų tvarkymo žalą aplinkai ir žmonių sveikatai; elektros ir elektroninės įrangos atliekų tvarkymo galimybes ir surinkimo vietas ir pan.;  3.1.4. registruoti NARĮ kaip elektros ir elektroninės įrangos gamintoją ir (ar) importuotoją Lietuvos Respublikos teisės aktų nustatyta tvarka;  3.1.5. teikti už NARĮ su elektros ir elektroninės įrangos atliekų tvarkymo užduočių įvykdymu susijusias ataskaitas kompetentingoms institucijoms Lietuvos Respublikos teisės aktų nustatyta tvarka;  3.1.6. neatskleisti tretiesiems asmenims NARIO perduotos ORGANIZACIJAI informacijos be rašytinio NARIO leidimo, išskyrus Lietuvos Respublikos įstatymuose, ORGANIZACIJOS įstatuose ar šioje Sutartyje ir jos prieduose numatytus atvejus;  3.1.7. vykdyti kitas Sutartyje nustatytas pareigas Sutartyje numatyta tvarka.  3.2. ORGANIZACIJA turi teisę:  3.2.1. einamaisiais kalendoriniais metais neprisiimti įsipareigojimų dėl atskirų elektros ir elektroninės įrangos atliekų pagal kategorijas Tvarkymo užduočių įvykdymo, nesant tos elektros ir elektroninės įrangos atliekų sutvarkymo galimybių rinkoje;  3.2.2. neprisiimti pareigos vykdyti šia Sutartimi numatytų pareigų už atitinkamus kalendorinius metus tol, kol NARYS elektroniniu būdu per ORGANIZACIJOS tinklapyje patalpintą kompiuterinę programinę įrangą nepatvirtina taisyklių ir tarifų arba Sutarties 1 priedo ir (ar) nepateikia Metinės prognozės, kaip numatyta šioje Sutartyje;  3.2.3. atlikti patikrinimą dokumentų, patvirtinančių informaciją apie NARIO Lietuvos Respublikos vidaus rinkai verslo tikslais tiektą elektros ir elektroninės įrangos kiekį;  3.2.4. dalį savo pareigų pavesti vykdyti trečiajam asmeniui, išlikdama visiškai atsakinga prieš NARĮ už trečiojo asmens veiksmus;  3.2.5. nustatyti trumpesnį nei vieneri metai tarifų galiojimo terminą.  3.3. NARYS įsipareigoja:  3.3.1. Sutartyje nustatytais terminais už ORGANIZACIJOS suteiktas paslaugas sumokėti ORGANIZACIJOS nustatyto dydžio mokesčius;  3.3.2. Sutartyje numatyta tvarka pateikti ORGANIZACIJAI Metinę prognozę;  3.3.3. ORGANIZACIJOS nustatyta tvarka teikti ORGANIZACIJAI duomenis apie LR vidaus rinkai tiekiamą (patiektą) elektros ir elektroninę įrangą;  3.3.4. finansuoti visos savo tiekiamos Lietuvos Respublikos vidaus rinkai verslo tikslais elektros ir elektroninės įrangos pagal kategorijas atliekų tvarkymo užduočių ir kitų pareigų vykdymą;  3.3.5. nedelsiant informuoti ORGANIZACIJĄ, jeigu NARYS ORGANIZACIJAI paveda organizuoti Tvarkymo užduočių vykdymą tik daliai NARIO per einamuosius kalendorinius metus Lietuvos Respublikos vidaus rinkai tiekiamos elektros ir elektroninės įrangos;  3.3.6. ORGANIZACIJAI pareikalavus, pateikti kitą turimą informaciją, jei ji neišvengiamai būtina šios Sutarties vykdymui;  3.3.7. vykdyti kitas Sutartyje numatytas pareigas.  3.4. NARYS turi teisę:  3.4.1. pavesti ORGANIZACIJAI organizuoti elektros ir elektroninės įrangos atliekų tvarkymą NARIO Lietuvos Respublikos vidaus rinkai tiekiamos elektros ir elektroninės įrangos platinimo vietose;  3.4.2. nutraukti šią Sutartį, jeigu ORGANIZACIJOS paslaugos jam nebereikalingos, nepasibaigus Sutarties galiojimo terminui. Apie Sutarties nutraukimą NARYS privalo raštu informuoti ORGANIZACIJĄ ne vėliau kaip prieš 2 (du) mėnesius iki Sutarties nutraukimo.  **4 straipsnis. Duomenų pateikimas ir patvirtinimas**  4.1. Už pateiktų ORGANIZACIJAI duomenų teisingumą yra atsakingas NARYS. NARIUI yra žinoma, kad nepilnų ar neteisingų duomenų pateikimas sąlygoja Tvarkymo užduočių ir kitų pareigų netinkamą vykdymą. NARYS ORGANIZACIJOS nustatyta tvarka pateikia duomenis elektroniniu būdu arba raštu ir duomenų teisingumą patvirtina įgalioto asmens parašu ir antspaudu.  4.2. Elektroniniu būdu per ORGANIZACIJOS tinklapyje patalpintą kompiuterinę programinę įrangą ORGANIZACIJAI pateikiant ir NARIUI patvirtinant taisykles ir tarifus arba Sutarties 1 priedą Šalys kasmet susitaria dėl elektros ir elektroninės įrangos atliekų tvarkymo organizavimo tarifų pagal atskiras elektros ir elektroninės įrangos kategorijas ir taisyklių.  4.3. NARYS per 15 (penkiolika) dienų nuo Sutarties pasirašymo datos pateikia ORGANIZACIJAI Metinę prognozę.  4.4. Metinė prognozė pateikiama elektroniniu būdu per ORGANIZACIJOS tinklapyje patalpintą kompiuterinę programinę įrangą arba Metinę prognozę pateikiant raštu, kurios forma pateikiama 2 priede.  4.5. Metinė prognozė gali būti koreguojama, bet ne vėliau kaip iki einamųjų kalendorinių metų spalio 1 d.  4.6. Per einamuosius kalendorinius metus NARIO LR vidaus rinkai patiektas elektros ir elektroninės įrangos kiekis pagal kategorijas negali būti didesnis už NARIO pateiktos einamųjų kalendorinių metų Metinės prognozės duomenis.  4.7. Tinkamai pateikdamas duomenis apie Lietuvos Respublikos vidaus rinkai planuojamą patiekti elektros ir elektroninės įrangos kiekį pagal kategorijas ar elektroniniu būdu per ORGANIZACIJOS tinklapyje patalpintą kompiuterinę programinę įrangą patvirtindamas taisykles ir tarifus ar pateikdamas (patvirtindamas) Sutarties 1 priedą, NARYS paveda ORGANIZACIJAI organizuoti NARIUI tenkančių Tvarkymo užduočių ir kitų pareigų vykdymą ir įsipareigoja sumokėti už ORGANIZACIJOS teikiamas paslaugas.  4.8. NARYS, ORGANIZACIJOS nustatyta tvarka, pateikia ORGANIZACIJAI Užsakymą įvykdyti Tvarkymo užduotis, o ORGANIZACIJA, pagal turimus duomenis, paskaičiuoja Tvarkymo užduotis, mokėtinas sumas ir šią informaciją pateikia NARIUI.  4.9. Elektros ir elektroninės įrangos gamintojui ir importuotojui nustatytų pareigų nevykdymo ankstesniais kalendoriniais metais atveju NARYS kartu su pirmuoju Užsakymu, ORGANIZACIJOS nustatyta tvarka, pateikia duomenis apie ankstesniais kalendoriniais metais Lietuvos Respublikos vidaus rinkai patiektą elektros ir elektroninės įrangos kiekį pagal kategorijas, kurio Tvarkymo užduotys nebuvo įvykdytos.  4.10. Užsakymas pateikiamas elektroniniu būdu per ORGANIZACIJOS tinklapyje patalpintą kompiuterinę programinę įrangą arba raštu pateikiant Užsakymą, kurio forma pateikiama 3 priede.  4.11. ORGANIZACIJA gali nepriimti ir netvirtinti NARIO pateiktų Užsakymų šiais atvejais:  4.11.1. manydama, kad NARIO pateikti duomenys yra nepilni ar klaidingi. Tokiu atveju ORGANIZACIJA kreipiasi į NARĮ su prašymu patikslinti ORGANIZACIJAI pateiktus duomenis;  4.11.2. kai ORGANIZACIJA neturi galimybių įvykdyti NARIO Tvarkymo užduočių, nesant tos elektros ir elektroninės įrangos atliekų sutvarkymo galimybių rinkoje;  4.11.3. kai NARYS teikia duomenis pažeisdamas šioje Sutartyje numatytus terminus.  4.12. NARIUI pageidaujant, kad ORGANIZACIJA organizuotų elektros ir elektroninės įrangos atliekų surinkimą iš NARIO Lietuvos Respublikos vidaus rinkai tiekiamos elektros ir elektroninės įrangos platinimo vietų, NARYS per 15 (penkiolika) dienų nuo Sutarties pasirašymo ir naujos platinimo vietos atsiradimo datos ORGANIZACIJAI pateikia vietų sąrašą, kuriose yra platinama jo Lietuvos Respublikos vidaus rinkai tiekiama elektros ir elektroninė įranga.  4.13. Šio straipsnio 4.3, 4.4, 4.5, 4.6 punktai taikomi NARIAMS, kurie tik einamaisiais kalendoriniais metais LR vidaus rinkai pradėjo tiekti elektros ir elektrininę įrangą  **5 straipsnis. Konsultacijos**  5.1. ORGANIZACIJA įsipareigoja konsultuoti NARĮ visais klausimais, susijusiais su elektros ir elektroninės įrangos atliekų tvarkymu ir elektros ir elektroninės įrangos ženklinimu. Konsultacijos gali būti teikiamos žodžiu ir raštu, įskaitant konsultacijas telefonu, elektroniniu paštu ir kitomis ryšio priemonėmis.  5.2. Sudėtingiems klausimams išsiaiškinti ORGANIZACIJA savo vardu kreipiasi į kompetentingas valstybės institucijas.  **6 straipsnis. Atsiskaitymas**  6.1. Mokėjimų už elektros ir elektroninės įrangos atliekų tvarkymo organizavimą tarifai, atsiskaitymo tvarka ir kita aktuali informacija nurodyti ORGANIZACIJOS tinklapyje patalpintoje kompiuterinėje programoje ar Sutarties 1 priede. Šie tarifai yra vienodi visiems ORGANIZACIJOS NARIAMS.  6.2. NARIO mokėjimai ORGANIZACIJAI už elektros ir elektroninės įrangos atliekų tvarkymo organizavimą atliekami per 15 (penkiolika) dienų nuo sąskaitos-faktūros gavimo datos.  6.3. Jei NARYS praleidžia Sutartyje nustatytus atsiskaitymo terminus daugiau kaip 15 (penkiolika) dienų, ORGANIZACIJA turi teisę vienašališkai nutraukti Sutartį, įspėjusi NARĮ apie Sutarties nutraukimą prieš 10 (dešimt) dienų.  **7 straipsnis. Sutarties nevykdymas ar netinkamas vykdymas**  7.1. Sutarties nevykdymo ar netinkamo vykdymo atveju kaltoji Sutarties Šalis privalo atlyginti antrąjai Šaliai visus tiesioginius nuostolius.  7.2. Jeigu NARYS nevykdo ar netinkamai vykdo savo pareigą pateikti ORGANIZACIJAI informaciją, kuri yra būtina tinkamam ORGANIZACIJOS įsipareigojimų pagal šią Sutartį vykdymui, ORGANIZACIJA nėra atsakinga už netinkamą jos įsipareigojimų pagal šią Sutartį vykdymą ir NARYS privalo nedelsdamas padengti visus ORGANIZACIJOS dėl to turėtus tiesioginius nuostolius.  7.3. NARYS, uždelsęs sumokėti pagal šią Sutartį priklausančius mokėjimus, ORGANIZACIJOS reikalavimu privalo mokėti ORGANIZACIJAI 0,02 % (dviejų šimtųjų procento) dydžio delspinigius nuo nesumokėtos sumos už kiekvieną uždelstą dieną.  7.4. ORGANIZACIJA nėra atsakinga dėl NARIO patirtų nuostolių jei Užsakymas nebuvo pateiktas ir priimtas.  **8 straipsnis. Nenugalima jėga (force majeure)**  8.1. Šalis atleidžiama nuo atsakomybės už Sutarties neįvykdymą, jeigu ji įrodo, kad Sutartis neįvykdyta dėl aplinkybių, kurių ji negalėjo kontroliuoti bei protingai numatyti Sutarties sudarymo metu, ir kad negalėjo užkirsti kelio šių aplinkybių ar jų pasekmių atsiradimui.  8.2. Jeigu aplinkybė, dėl kurios neįmanoma Sutarties įvykdyti, laikina, tai Šalis atleidžiama nuo atsakomybės tik tokiam laikotarpiui, kuris yra protingas atsižvelgiant į tos aplinkybės įtaką Sutarties įvykdymui.  8.3. Sutarties neįvykdžiusi Šalis privalo pranešti kitai Šaliai apie nenugalimos jėgos aplinkybės atsiradimą bei jos įtaką Sutarties įvykdymui.  **9 straipsnis. Sutarties galiojimas**  9.1. Sutartis įsigalioja ją pasirašius ir galioja iki 2018 m. kovo 1 d. bei visiško sutartinių įsipareigojimų įvykdymo. Jei likus 1 mėnesiui iki Sutarties galiojimo pasibaigimo nė viena iš Šalių raštu nepraneša kitai Šaliai apie Sutarties nutraukimą, Sutarties galiojimas pratęsiamas kitiems metams. Tokių pratęsimų skaičius neribojamas.  9.2. Sutarties 1 priedo galiojimo terminas nurodomas šiame priede.  **10 straipsnis. Konfidencialumas**  Šalys įsipareigoja laikyti paslaptyje ir neatskleisti šios Sutarties turinio ir su jos vykdymu susijusios informacijos jokiai trečiai šaliai, išskyrus, kai tokią informaciją atskleisti reikalauja įstatymas arba informacijos atskleidimas būtinas tinkamam šios Sutarties vykdymui, arba informaciją raštišku savo sutikimu leidžia atskleisti kita Sutarties Šalis, arba informacija yra ar tampa vieša nepažeidus šios Sutarties.  **11 straipsnis. Taikytina teisė ir ginčų sprendimas**  11.1. Sutarčiai taikoma Lietuvos Respublikos teisė.  11.2. Jeigu kuri nors šios Sutarties nuostata prieštarauja Lietuvos įstatymams arba dėl kurios kitos priežasties tampa iš dalies arba visai negaliojančia, ji nedaro negaliojančiomis likusių Sutarties nuostatų. Tokiu atveju, Šalys susitaria pakeisti negaliojančią nuostatą teisiškai veiksminga norma, kuri, kiek tai įmanoma, turėtų tą patį teisinį ir ekonominį poveikį kaip ir pakeistoji norma.  11.3. Bet koks iš šios Sutarties kylantis arba su ja susijęs ginčas, kurio Šalys negali išspręsti draugiškai tarpusavio susitarimu, turi būti sprendžiamas kompetentingame Lietuvos teisme, pagal Organizacijos buveinę, vadovaujantis Lietuvos Respublikos teise.  **12 straipsnis. Kitos sąlygos**  12.1. NARYS, sudaręs šią Sutartį, paveda ORGANIZACIJAI kolektyviai organizuoti elektros ir elektroninės įrangos atliekų tvarkymą. Su naryste susijusios NARIO ir ORGANIZACIJOS teisės ir pareigos apsiriboja šioje Sutartyje ir jos prieduose išvardintomis teisėmis ir pareigomis, susijusiomis išimtinai tik su elektros ir elektroninės įrangos atliekų tvarkymo organizavimu, Lietuvos Respublikos Vyriausybės ar jos įgaliotos institucijos nustatytų elektros ir elektroninės įrangos atliekų tvarkymo užduočių vykdymu, visuomenės švietimu ir informavimu bei ataskaitų atsakingoms valstybinės institucijoms teikimu.  12.2. Jei būtų pakeisti Lietuvos Respublikos teisės aktai, reglamentuojantys Tvarkymo užduočių ir kitų pareigų vykdymą, Sutartis, vadovaujantis sąžiningumo, teisingumo ir protingumo principais, bus aiškinama taip, kad maksimaliai atitiktų Šalių lūkesčius, susijusius su ORGANIZACIJOS organizuojama kolektyvine Tvarkymo užduočių vykdymo sistema.  12.3. Pasikeitus Šalių juridiniams adresams ar rekvizitams, Šalys privalo nedelsiant apie tai informuoti viena kitą.  12.4. Sutarties 1 ir 2 priedai bus pateikti patvirtinus ORGANIZACIJOS tvarkymo organizavimo tarifus 2017 metams.  **13 straipsnis. Šalių rekvizitai ir parašai**  **ORGANIZACIJA:**  VšĮ „Elektronikos gamintojų ir importuotojų organizacija"  Kodas 302773365  PVM mokėtojo kodas LT 100007330012  Adresas: Fabijoniškių g. 96, Vilnius  Tel. Nr. (8~5) 273 0084  Faks. Nr. (8~5) 273 0084  El.paštas: [info@gia.lt](mailto:info@gia.lt)  a/s LT78 7044 0600 0782 9019  AB SEB bankas  Banko kodas 70440  Vadovas  Alfredas Skinulis A.V.  **NARYS:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Kodas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PVM mokėtojo kodas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Adresas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tel. Nr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Faks. Nr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  El.paštas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  a/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  bankas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  banko kodas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Pareigos  Vardas, pavardė  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ A.V. | **AGREEMENT FOR WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT MANAGEMENT ORGANISATION No. E-17/**  Vilnius, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017    **VšĮ “Elektronikos gamintojų ir importuotojų organizacija”**, incorporated and operating according to the legal acts of the Republic of Lithuania, registered in the Register of Legal Entities, code 302773365, legal address: Fabijoniškių Str. 96, Vilnius (hereinafter referred to as the „ORGANISATION“), represented by the Manager Alfredas Skinulis, acting in accordance with the Articles of Association of the ORGANISATION, **UAB “...........”,** a Private Limited Liability Company incorporated and operating according to the legal acts of the Republic of Lithuania, registered in the Register of Legal Entities, code ................., legal address: .........................................(hereinafter referred to as the „MEMBER“), represented by the Director ..............................., acting in accordance with the Articles of Association of the Company, hereinafter collectively referred to as the “*Parties*”, and individually – as a “*Party*”, entered into the Agreement for Waste Electrical and Electronic Equipment Management Organisation through the Association of Producers and Importers (hereinafter referred to as the “*Agreement*”).  **Clause 1. General provisions**  Under the Agreement the principle of responsibility of the producers and importers for waste electrical and electronic equipment management, established in the legal acts of the Republic of Lithuania, is collectively implemented. The Agreement fulfils the requirements of the law on Waste Management of the Republic of Lithuania, regulating the rights and duties of the producers and importers on the one side, and the rights and duties of the ORGANISATION on the other side by pursuing the activity related to waste electrical and electronic equipment management. Definitions used in the Agreement, except cases when the Agreement context clearly requires other meaning, shall be interpreted as follows:  **Electrical and electronic equipment** is defined as equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and fields, referred to the categories established by the Ministry of the Environment of the Republic of Lithuania and designed for use with a voltage rating not exceeding 1000 V for alternate current, and not exceeding 1500 V for direct current.  **Waste electrical and electronic equipment** is defined as electrical or electronic equipment which is waste within the meaning of paragraph 6 of Article 2 of the Law on Waste Management of the Republic of Lithuania, including all components, sub-assemblies and consumables which are part of the product at the time of discarding.  **Waste electrical and electronic equipment management tasks (Management Tasks)** is defined as annual waste electrical and electronic equipment management task set by the Government of the Republic of Lithuania.  **Supply to the local market of the Republic of Lithuania for commercial purposes** is defined as transfer of the electric and electronical equipment imported into territory of the Republic of Lithuania, manufactured within the territory of the Republic of Lithuania, for a fee or free of charge to the other person within the territory of the Republic of Lithuania or import to the territory of the Republic of Lithuania, manufacturing within the territory of the Republic of Lithuania of more than 5 electric and electrical equipment units for personal needs per one calendar year.  **Category of electric and electronical equipment** – according to the annex to the Regulations on drawing and implementation of banker`s bonds, contracts of guarantee and other contracts, certifying financing of waste electric and electronical equipment management, and accumulation, use and repayment of funds, received under the above-mentioned contracts, approved by the order of the Government of the Republic of Lithuania.  **Order** is defined as the data about the amount of electrical and electronic equipment (according to categories) supplied to the local market of the Republic of Lithuania, provided following the procedure established by the MEMBER, ORGANISATION.  **Annual forecast** is defined as the data about the planned amount of electrical and electronic equipment (according to categories) to supplied to the local market of the Republic of Lithuania within the current calendar year, provided following the procedure established by the MEMBER, ORGANISATION.  **Agreement** is defined as the Agreement for Waste Electrical and Electronic Equipment Management Organisation.  **Other** definitions used in the Agreement shall be interpreted in the way they are defined in the Law on Waste Management of the Republic of Lithuania and other legal acts regulating waste electrical and electronic equipment management.  **Clause 2. Subject matter of the Agreement and representations of the Parties**  2.1. Subject matter of the Agreement is the organisation of waste electrical and electronic equipment management and fulfilment of Management Tasks of the MEMBER, which major objective is fulfilment of waste electrical and electronic equipment management tasks of the MEMBER.  2.2. Non-domestic waste electrical and electronic equipment management organisation shall not refer to the subject matter of the Agreement.  2.3. The ORGANISATION hereby represents that it owns valid waste electrical and electronic equipment management organisation license, issued by the Ministry of the Environment of the Republic of Lithuania on 2 August 2012, license No. 005, and is included into the List of Licensed Associations of the Producers and Importers, published at the web page of the Ministry of the Environment of the Republic of Lithuania: [www.am.lt](http://www.am.lt).  2.4. The MEMBER hereby represents that it is the Producer and (or) the Importer.  2.5. The Parties hereby represent that they have the right to conclude and fulfil the Agreement.  **Clause 3. Rights and obligations of the Parties**  3.1. The ORGANISATION hereby undertakes to:  3.1.1. organise collection, transportation, preparation for use, use of the waste generated as the result of use of the electrical and electronic equipment supplied to the local market of the Republic of Lithuania for commercial purposes, and (or) participate in organisation of management of such waste in municipal waste management systems organised by municipalities;  3.1.2. ensure fulfilment of the Management Tasks of the MEMBER, if the MEMBER provided the data following the procedure established in the Agreement;  3.1.3. educate and inform the public on the issues related to waste electrical and electronic equipment management: about hazardous materials contained in the electrical and electronic equipment; damage made to the environment and human health by improper waste electrical and electronic equipment management; opportunities and collection points of waste electrical and electronic equipment, etc.;  3.1.4. register the MEMBER as a Producer and (or) the Importer of electrical and electronic equipment following the procedure established by the legal acts of the Republic of Lithuania;  3.1.5. submit the reports related to fulfilment of waste electrical and electronic equipment management tasks by the MEMBER to the competent authorities following the procedure established by the legal acts of the Republic of Lithuania;  3.1.6. not to disclose to third parties the information transferred by the MEMBER to the ORGANISATION without written permit of the MEMBER, except for cases set forth in the laws of the Republic of Lithuania, Articles of Association of the ORGANISATION, Agreement and its annexes;  3.1.7. fulfil other obligations set forth herein following the procedure established in the Agreement.  3.2. The ORGANISATION has a right to:  3.2.1. within the current calendar year not to take obligations for fulfilment of individual waste electrical and electronic equipment (according to categories) management tasks, if there are no opportunities of the waste electrical and electronic equipment management available in the market;  3.2.2. not to take duty to fulfil the obligations for respective calendar year set forth in the Agreement until the MEMBER electronically confirms regulations and rates or Annex No. 1 to the Agreement through the software available on the web page of the ORGANISATION and (or) provides Annual Forecast, as it is provided in the Agreement;  3.2.3. carry out inspection of the documents, confirming the information about the amount of the electrical and electronic equipment supplied to the local market of the Republic of Lithuania for commercial purposes;  3.2.4. delegate fulfilment of a part of his obligations to a third party, being fully liable to the MEMBER for the actions taken by the third party;  3.2.5. establish less than one year rate validity term.  3.3. The MEMBER hereby undertakes to:  3.3.1. pay charges for the services provided by the ORGANISATION within the terms set forth in the Agreement;  3.3.2. submit to the ORGANISATION the Annual Forecast following the procedure established in the Agreement;  3.3.3. provide the ORGANISATION with the data about the electrical and electronic equipment to be supplied (supplied) to the local market of the Republic of Lithuania following the procedure established by the ORGANISATION;  3.3.4. finance fulfilment of tasks and duties related to management of the electrical and electronic equipment (according to categories) supplied to the local market of the Republic of Lithuania for commercial purposes;  3.3.5. inform the ORGANISATION immediately, if the MEMBER designates the ORGANISATION to organise fulfilment of the Management Tasks related only to a part of the electrical and electronic equipment supplied by the MEMBER to the local market of the Republic of Lithuania within the current calendar year;  3.3.6. upon request of the ORGANISATION provide other available information, if it is required for the purpose of fulfilment of the Agreement;  3.3.7. fulfil other duties set forth in the Agreement.  3.4. The MEMBER has a right:  3.4.1. designate the ORGANISATION to organise the waste electrical and electronic equipment management in places of distribution of the electrical and electronic equipment supplied by the MEMBER to the local market of the Republic of Lithuania;  3.4.2. terminate the Agreement, if the services of the ORGANISATION become unneeded, before the date of expiry of the Agreement. The MEMBER undertakes to inform the ORGANISATION in writing not later than in 2 (two) days before the Agreement termination date.  **Clause 4. Data provision and confirmation**  4.1. The MEMBER shall be responsible for accuracy of the data provided to the ORGANISATION. The MEMBER is aware that provision of incomplete or false data results in improper fulfilment of the Management Tasks and other duties. The MEMBER shall provide the data electronically or in writing following the procedure established by the ORGANISATION, and confirm accuracy of the provided data by a signature and seal/ stamp of the authorised person.  4.2. By electronical submission and approval of the regulations and rates or Annex No. 1 to the Agreement through the software available on the web page of the ORGANISATION the Parties annually agree on waste electrical and electronic equipment management organisation rates according to individual electrical and electronic equipment categories and regulations;  4.3. Within 15 (fifteen) days after the date of signing of the Agreement the MEMBER shall submit to the ORGANISATION the Annual Forecast.  4.4. The Annual Forecast shall be submitted electronically through the software available on the web page of the ORGANISATION or in writing, filling in the form provided in Annex No. 2.  4.5. The Annual Forecast may be corrected, but not later than by 1 October of the current calendar year.  4.6. The amount of the electrical and electronic equipment supplied by the MEMBER to the local market of the Republic of Lithuania within the current calendar year cannot exceed the values set forth in the Annual Forecast for the current calendar year submitted by the MEMBER.  4.7. By proper provision of data about the amount of electrical and electronic equipment (according to categories) planned to be supplied by the MEMBER to the local market of the Republic of Lithuania or by electronic approval of regulations and rates using the software available on the web page of the ORGANISATION or by submitting (approving) Annex No. 1 to the Agreement, the MEMBER designates the ORGANISATION to organise fulfilment of Management Task and other duties referred to the MEMBER and undertakes to pay for the services provided by the ORGANISATION.  4.8. The MEBER shall provide to the ORGANISATION an Order to fulfil the Management Task following the procedure established by the ORGANISATION, and the ORGANISATION shall calculate the Management Task, amounts payable according to the available data and provide this information to the MEMBER.  4.9. In case of failure to fulfil of duties set for the electrical and electronic equipment Producer and Importer within the previous calendar years the MEMBER, following the procedure established by the ORGANISATION, together with the first Order shall provide the data about the amount of electrical and electronic equipment (according to categories) supplied by the MEMBER to the local market of the Republic of Lithuania within the previous years, which Management Tasks were not fulfilled.  4.10. The Order shall be provided electronically through the software available on the web page of the ORGANISATION or in writing, filling in the form provided in Annex No. 3.  4.11. The ORGANISATION does not have a right not to accept and confirm the Orders provided by the MEMBER in the following cases:  4.11.1. supposing that the data provided by the MEMBER are incomplete or false. In such case the ORGANISATION shall apply to the MEMBER with a request to qualify the provided data;  4.11.2. when the ORGANISATION does not have opportunities to fulfil the Management Tasks of the MEMBER, if there are no opportunities of waste electrical and electronic equipment management in the market;  4.11.3. when the MEMBER provides the data violating the terms set forth in the Agreement.  4.12. If the MEMBER wishes that the ORGANISATION would organise collection of waste electrical and electronic equipment from the places of distribution of electrical and electronic equipment supplied by the MEMBER to the local market of the Republic of Lithuania, the MEMBER within 15 (fifteen) days after the date of signing of the Agreement and appearance of a new collection point shall provide the ORGANISATION with the list of places, where the electrical and electronic equipment supplied to the local market of the Republic of Lithuania is distributed.  4.13. Paragraphs 4.3, 4.4, 4.5, 4.6 of this Clause shall be applied to the MEMBERS, who initiated supply electrical and electronic equipment to the local market of the Republic of Lithuania in the current year.  **Clause 5. Consultations**  5.1. The ORGANISATION hereby undertakes to consult the MEMBER on all issues, related to management of waste electrical and electronic equipment and marking of electrical and electronic equipment. Consultations can be provided verbally and in writing, including consulting by telephone, e-mail and using other communication facilities.  5.2. The ORGANISATION shall individually apply to the competent authorities to solve difficult issues.  **Clause 6. Payment procedure**  6.1. Rates of payment for management of waste electrical and electronic equipment, payment procedure and other urgent information are provided in the software available on the web page of the ORGANISATION or in Annex No. 1 to the Agreement. The rates are the same for all MEMBERS of the ORGANISATION.  6.2. The MEMBER undertakes to pay to the ORGANISATION for management of waste electrical and electronic equipment within 15 (fifteen) days after the date of receipt of invoice.  6.3. If the MEMBER violates the payment terms set forth in the Agreement for more than 15 (fifteen) days, the ORGANISATION has a right to terminate the Agreement unilaterally, giving a written to the MEMBER regarding the Agreement termination in 10 (ten) days.  **Clause 7. Failure to fulfil and improper fulfilment of the Agreement**  7.1. In case of failure to fulfil or improper fulfilment of the Agreement the responsible Party undertakes to compensate all direct losses sustained by the affected Party.  7.2. If the MEMBER fails to fulfil or improperly fulfils his obligation to provide the ORGANISATION with information, required for proper fulfilment of obligations taken by the ORGANISATION under the Agreement, the ORGANISATION shall not be liable for improper fulfilment of obligations under the Agreement, and the MEMBER shall immediately compensate the related direct losses sustained by the ORGANISATION.  7.3. If the MEMBER fails to pay the amount payable under the Agreement on due time, he undertakes to pay a penalty in the amount of 0.02 % (two hundredth of one per cent) from the unpaid amount for every delayed day, upon request of the ORGANISATION.  7.4. The ORGANISATION shall not be liable for losses of the MEMBER, if the ORDER was not provided and accepted.  **Clause 8. Superior force (force majeure)**  8.1. A Party shall be released from liability for non-fulfilment of the Agreement, if he proves that the Agreement was not fulfilled due to the circumstances beyond control of the Party, which could not be reasonably foreseen and prevented at the moment of conclusion of the Agreement.  8.2. If the circumstance, which hinders to fulfil the Agreement, is temporary, the Party shall be released from liability only for a reasonable period, considering the impact of the circumstance on the Agreement fulfilment.  8.3. The Party who failed to fulfil the Agreement shall inform the other Party about the occurrence of the superior force and its impact on the Agreement fulfilment.  **Clause 9. Validity of the Agreement**  9.1. The Agreement enters into force on the date of signing and is valid to 1 March 2018 until total fulfilment of the obligations taken under the Agreement. If in 1 month before the Agreement expiry date none of the Parties gives a written notice regarding the Agreement termination, the Agreement validity shall be extended for one more year. The number of such extensions is unlimited.  9.2. Validity period of Annex No. 1 to the Agreement is set forth in the Annex.  **Clause 10. Confidentiality**  The Parties hereby undertake to keep secret and not to disclose the content of the Agreement and information related its fulfilment to any third party, except for cases when such disclosure is compulsory according to laws or is required for fulfilment of the Agreement, or when the other Party gives his written consent to disclose such information, or the information becomes publicly accessible without violation of the Agreement.  **Clause 11. Applicable Law and settlement of disputes**  11.1. The Law of the Republic of Lithuania shall be applicable to the Agreement.  11.2. If any of the Agreement provisions becomes inconsistent with legislation of the Republic of Lithuania or due to any other reason becomes fully or partially void, it has no impact on validity of other provisions of the Agreement. In such case the Parties agree to replace the void provision with legally effective provision, which would have similar legal and economic effect, as the replaced provision.  11.3. Any dispute arising from the Agreement or related to it, which cannot be settled by the Parties by way of negotiations, shall be settled in a competent court of the Republic of Lithuania according to the legal address of the ORGANISATION, following the Law of the Republic of Lithuania.  **Clause 12. Other conditions**  12.1. After conclusion of the Agreement the MEMBER designates the ORGANISATION to organise collective waste electrical and electronic equipment management. The membership-related rights and duties of the MEMBER and ORGANISATION are limited to the rights and duties listed in the Agreement and its annexes, related exclusively to waste electrical and electronic equipment management, fulfilment of waste electrical and electronic equipment management tasks set by the Government of the Republic of Lithuania or its authorised authority, public education and information and submission of reports to the responsible state authorities.  12.2. In case of amendment of the legal acts of the Republic of Lithuania, regulating fulfilment of the Management Tasks and other obligations, the Agreement shall be interpreted in the way, ensuring maximum satisfaction of expectations of the Parties, related to the collective system of fulfilment of the Management Tasks organised by the ORGANISATION, following the principles of good faith, justice and reasonableness.  12.3. The Parties shall immediately inform each other in case of change of their legal addresses or details.  12.4. Annexes 1 and 2 of the contract will be submitted after the approval of ORGANISATION rates for 2017.  **Clause 13. Details and signatures of the Parties**  **ORGANISATION:**  PE „Elektronikos gamintojų ir importuotojų organizacija"  Entity identification number 302773365  VAT-payer code LT 100007330012  Address: Fabijoniškių str. 96, Vilnius  Tel. No. (8~5) 273 0084  Fax No. (8~5) 273 0084  E-mail: [info@gia.lt](mailto:info@gia.lt)  b/a LT78 7044 0600 0782 9019  AB SEB bank  Bank code 70440  Manager  AlfredasSkinulis Seal here  **MEMBER:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Entity identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  VAT-payer code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tel. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Fax No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  b/a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  bank code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position  Name, surname  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal here |

ANNEX 1

### Vilnius, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017

**The rules on submission of the financing, data and information of the Gamintojų ir Importuotojų Asociacija and PE “Elektronikos gamintojų ir importuotojų organizacija” by electronic means as well as the rates applied to organisation of the products’ waste management for the year 2017**

**1. The rules on submission of the financing, data and information of the Gamintojų ir Importuotojų Asociacija (hereinafter – Association) by electronic means:**

* 1. The manufacturer or importer on the treaty basis assigning to Association to organise waste management of the batteries and accumulators (hereinafter – the Member) at the latest as within 15 days after ending each quarter of calendar year should submit information to Association according to the given form about the amount (according to sorts) of the batteries and accumulators actually delivered to inner market of the Republic of Lithuania during past calendar quarter, except of fourth calendar quarter, because information about the amount (according to sorts) of the batteries and accumulators actually delivered to inner market of the Republic of Lithuania during past calendar quarter is submitted till 10th of January of the next year.

Data submission terms:

I quarter – till 15th of April

II quarter – till 15th of July

III quarter – till 15th of October

IV quarter – till 10th of January of the next year

* 1. Together with the Order (data about the amount of the batteries and accumulators actually delivered to inner market of the Republic of Lithuania during past calendar quarter according to the given form) the Member should submit data about the amount of the batteries and accumulators actually delivered to inner market of the Republic of Lithuania during running calendar year, which was delivered together with the previous Orders of the running year.
  2. If the Member, which delivered the Order for I and/or II and/or III quarters of the reporting year and obtained VAT invoice, doesn’t reckon with Association till the beginning of next quarter, this is meant that Association doesn’t undertake obligations to organise waste management of the batteries and accumulators – the amount of products provided by fully unpaid VAT invoice; then Association issues credit VAT invoice for the outstanding amount and terminates waste management organisation agreement relating batteries and accumulators. If the Member, which delivered the Order for IV quarter and/or earlier quarters of the reporting year and obtained VAT invoice, doesn’t reckon with Association till the beginning of next quarter, Association terminates waste management organisation agreement relating batteries and accumulators and levies the debt on a time basis of the Law. Any issue relating settlement, which Association and the Member can’t solve peacefully on the basis of mutual covenant, must be solved by competent court of Lithuania according to Association’s office address and in accordance with the Law of the Republic of Lithuania.
  3. Association remains to itself opportunity to refuse from the Order, if the Member provides the data by violating conditions and rules provided by agreement and rules herein, or in other cases provided by agreement.
  4. The Member undertakes responsibility for fairness of data provided to Association.
  5. The Orders should provide the amounts (in tons) of the batteries and accumulators actually manufactured, imported and delivered to the inner market of the Republic of Lithuania according to form given by Association.
  6. Rounding: whilst submitting data according to form established by Association it is required to leave three numbers after comma by rounding to the higher side, if the number is major than 0, i.e. 1,2, …, 8,9.

**2. The rules on submission of the financing, data and information of PE “Elektronikos gamintojų ir importuotojų organizacija” (hereinafter – Organisation) by electronic means:**

2.1. The Organisation in respect to requirements provided by clause 6, part 1 or the article 341 of the Law on Waste management of the Republic of Lithuania to electronics manufacturers and importers, i.e. to accomplish waste management tasks relating electric and electronic equipment set by the Government of the RL, with respect to amount to electric and electronic equipment delivered to inner market for the business needs of the Republic of Lithuania during past calendar year, at the latest as within 15 days after ending each quarter of calendar year should submit VAT invoice to the manufacturer and/or importer-Organisation assigning to organise waste management of the products on the treaty base (hereinafter – the Member), which provides ¼ of the amount of the product (according to categories) delivered by the Member to inner market of the RL during past calendar year. i.e. the Organisation with respect to the data provided to Organisation by the Member about the amount of electric and electronic equipment (according to categories) delivered to inner market of the RL during past calendar year, itself calculates the sums paid by the Member each quarter for organisation of waste management of electric and electronic equipment.

2.2. The Member at the latest as within 15 days after ending each quarter of calendar year submits information to Organisation relating actually delivered amount of electric and electronic equipment (according to sorts) to inner market of the Republic of Lithuania during past calendar quarter and according to form provided by Organisation, except of fourth calendar quarter, because information about the amount and sorts of the products actually delivered to inner market of the Republic of Lithuania during past calendar quarter is submitted till 10th of January of the next year.

Data submission terms:

I quarter – till 15th of April

II quarter – till 15th of July

III quarter – till 15th of October

IV quarter – till 10th of January of the next year

2.3. If the Member only in the running year has assigned to Organisation to organise waste management of electric and electronic equipment (it began delivering to the inner market electric and electronic equipment and/or last year failed to fulfil its duties given for manufacturers and importers, etc.), then:

2.3.1. Organisations at the latest as within 10 days since date of signing assignment agreement should submit information to Organisation about planned amounts of the electric and electronic equipment to be delivered to inner market of the RL and/or the amounts of the products being delivered to inner market of the RL during previous years, which waste management wasn’t funded;

2.3.2. Organisations at the latest as within 15 days after ending each quarter of the calendar year should submit the invoice to manufacturer and/or importer, which provides ¼ of amount (according to categories) of electric and electronic equipment provided to inner market of the RL by the Member. If the Member in previous years didn’t fund waste management of the products, the Organisation should provide the amounts (according to categories) of electric and electronic equipment in VAT invoice given to manufacturer and/or importer, which waste management wasn’t funded.

2.4. If the Member, which received VAT invoice for I and/or II and/or III quarters of the reporting year, doesn’t reckon with Organisation till the beginning of next quarter, this is meant that Organisation doesn’t undertake obligations to organise waste management of electric and electronic equipment – the amount of the products provided by fully unpaid VAT invoice; then Organisation issues credit VAT invoice for the outstanding amount and terminates waste management organisation agreement (s) relating electric and electronic equipment. If the Member, which received VAT invoice for IV quarter and/or earlier quarters of the reporting year, doesn’t reckon with Organisation till the beginning of next quarter, Organisation terminates waste management organisation agreement (s) relating electric and electronic equipment and levies the debt on a time basis of the Law. Any issues relating settlement, which Organisation and the Member can’t solve peacefully on the basis of mutual covenant, must be solved by competent court of Lithuania according to Organisation’s office address and in accordance with the Law of the Republic of Lithuania.

2.5. Organisation remains to itself opportunity to refuse from any obligations, if the Member provides the data by violating conditions and rules provided by agreement and rules herein, or in other cases provided by agreement.

2.6. The Member undertakes responsibility for fairness of data provided to Organisation.

2.7. The Orders should provide the amounts (in tons) of the batteries and accumulators actually manufactured, imported and delivered to inner market of the Republic of Lithuania according to form given by Association.

2.8. Rounding: whilst submitting data according to form established by Organisation it is required to leave three numbers after comma by rounding to the higher side, if the number is major than 0, i.e. 1,2, …, 8,9.

1. **The rates relating waste management organisation of the products of the Association and Organisation for the year 2017 (membership duties)**
   1. The duties for collection, transportation, preparation for usage of EEE waste used by the households, also for usage, community education and briefing for different sorts of electric and electronic equipment according to categories (the rates were calculated in respect to EEE waste management tasks established by the Government of the RL for the year 2017 - 55% (for categories 1a, 1b), 50% (categories 3a, 3b, 4a, 4b, 5b, 10) and 40% (categories 2, 5a, 6, 7, 8, 9) by calculating from the amount of electric and electronic equipment being delivered to inner market of the RL during last calendar year).

|  |  |  |
| --- | --- | --- |
| Category | Electric and electronic equipment | The rate EUR (excluding VAT) for one ton of electric and electronic equipment delivered to inner market of the RL |
| 1. | Hefty household appliances: | |
| 1.1. | hefty household appliances, except the appliances with freezing equipment | 143,80 |
| 1.2. | hefty household appliances with freezing equipment | 224,65 |
| 2. | minor household appliances | 163,38 |
| 3. | Information technology and telecommunication equipment: | |
| 3.1. | information technology and telecommunication equipment, except of computer monitors | 164,85 |
| 3.2. | computer monitors | 117,60 |
| 4. | Usage equipment: | |
| 4.1. | usage equipment and photovoltaic panels, except of TV sets | 163,20 |
| 4.2. | TV sets | 138,71 |
| 5. | Illumination equipment: | |
| 5.1. | illumination equipment, except of discharge lamps | 163,38 |
| 5.2. | discharge lamps | 482,48 |
| 6. | Electric and electronic tools (except hefty stationary industrial devices) | 190,12 |
| 7. | Toys, entertainment and sports equipment | 161,56 |
| 8. | Medical devices (except all implanted and infected products) | 161,76 |
| 9. | Observation and supervision devices | 161,89 |
| 10. | Automatic devices for dispensation of things | 213,10 |

* 1. The duties for collection, transportation, preparation for usage of EEE waste used in other places, except of households, also for usage, community education and briefing for different sorts of EEE according to categories – 8,00 EUR (excluding VAT).
  2. Annual administration fee:

|  |  |  |
| --- | --- | --- |
| Annual amount of the means EUR (excluding VAT) allowed for the waste management of Member’s production | | Annual fee in EUR (excluding VAT) for administration of the waste management organisation as well as for warranty fund |
| from | to |
| 0 | 200 | 80 |
| 201 | 400 | 140 |
| 401 | 800 | 200 |
| 801 | 1600 | 260 |
| 1601 | 3200 | 440 |
| 3201 | 6400 | 660 |
| 6401 | 10000 | 1000 |
| From 10001 | | 1400 |

NOTE: in case when the Member assigns waste management organisation, annual administration fee is calculated after assessment of sum of the means allowed by the Member for the waste management of products of **all sorts**.

EXAMPLE: an enterprise “X” delivered 1 ton of the batteries mounted into devices per one calendar year (for waste management of portable accumulators and community briefing and education will be allowed 199,50 EUR) and 10 tons of electric electronical equipment (for waste management of electric and electronic equipment, community briefing and education will be allowed 1901,20 EUR). After adding the sums allowed for waste management of mounted portable accumulators, electric and electronic equipment and community briefing and education (199,50 + 1901,20) it makes 2100,70 EUR. According to table for calculation of annual administration fee the sum 2100,70 EUR for waste managements of the products as well as community briefing and education fall into 5th group, therefore, annual administration fee will be 440 EUR.

**By approving rules and the rates, you agree only with such rates of waste management of the products, which management organisation on the treaty basis you assigned to Association and/or Organisation.**

**By approving the rules the Member of Association and/or Organisation agrees that VAT invoices for services provided by Association and/or Organisation are issued and sent by electronic means to e-mail address provided by agreement or other address matched with the Member.**

1. **Relevant information:**
   1. In accordance with the Law on Waste Management of the RL the performance pursued by Association and/or Organisation is insured, and the sponsorship insurance letter is submitted to Environment Protection Agency. Association and/or Organisation through the tendering process selects reliable waste management companies that conform to environmental protection requirements, agree and can guarantee by their property for our selected insurance company subject to conformity to requirements of their provided waste management service and reliability of the issued documents proving waste arrangement. This eliminates risks for manufacturers and importers and ensures proper arrangement of waste.
   2. In accordance with financing schemes matched with Environment protection agency the Association and/or Organisation establishes payable duties containing rates (payments for waste management of the products as well as briefing and education of community), payments for the accounting of electric and electronic equipment and batteries and accumulators delivery to inner market of the RL and annual administration fee. Essential influence to value of the rate have payments for waste management of the products depending on permanently growing tasks relating waste management of the products provided by EU Directives and RL Government, waste management costs, suffered expenses for equipment of places for reception of the product waste, their exploitation and development as well as participation in communal waste management’s municipal systems, etc.
   3. In order to ensure proper pursuance of requirements established for organisations licensed by the Law on Waste management and financing, also aiming to reduce the experienced loss the Association and/or Organisation has tightened settlement order, i.e. if the Member, which received VAT invoice for I and/or II and/or III quarters of the reporting year, doesn’t reckon with Association and/or Organisation till the beginning of next quarter, this is meant that association and/or Organisation doesn’t undertake obligations to organise waste management of the products – the amount of products provided by fully unpaid VAT invoice; then Association and/or Organisation issues credit VAT invoice for the outstanding amount and terminates waste management organisation agreement (s) of the products. If the Member, which received VAT invoice for IV quarter and/or earlier quarters of the reporting year, doesn’t reckon with Organisation till the beginning of next quarter, Organisation terminates waste management organisation agreement (s) of the products and levies the debt on a time basis of the Law because after expiry of the reporting year the Association and/or Organisation already fully competed the tasks and other duties for the Members provided by the Government of RL and hasn’t any opportunity to issue credit VAL invoice for outstanding sum.
   4. With respect to requirement newly established by the clause 6, part 1 of the article 341 for manufacturers and importer of electric and electronic equipment, as to accomplish waste management tasks relating electric and electronic equipment and provided by Government of RL and with respect to amount of electric and electronic equipment delivered to inner market of the Republic of Lithuania during last calendar year for the business needs, the Members fund waste management of the electric and electronic equipment in respect to amount of electric and electronic equipment delivered to inner market of the RL during last calendar year. Waste management by manufacturers and importer of any other products will be funded in respect to amount of the oils, vehicles and other taxable products delivered to inner market of the RL during running calendar year.

**ASSOCIATION:**

PE ”Elektronikos gamintojų ir importuotojų organizacija”

Entity identification number 300558218

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Tel. No. (8~5) 273 0084

Fax No. (8~5) 273 0084

E-mail: [info@gia.lt](mailto:info@gia.lt)

b/a LT63 7044 0600 0550 1095

AB SEB bank

Bank code 70440

Director

Alfredas Skinulis Seal here

**MEMBER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT-payer code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b/a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

bank code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position

Name, surname

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal here