

## Registrations

### WEE:

National register:	<a href="https://www.beweee.be/en/register-of-belgian-producers-of-eee">https://www.beweee.be/en/register-of-belgian-producers-of-eee</a>
Take-back scheme:	Recupel
Authorised representative:	Recupel
Membership number	951365
Take-back scheme:	
Categories:	5.4.1 Audio and video equipment

### Packaging:

Take-back scheme:	Fost Plus
Fost Plus register of affiliated producers:	<a href="https://ledenlijst.fostplus.be/">https://ledenlijst.fostplus.be/</a>
Participant Number:	012929

Recupel contribution on electro-appliances.  
Tariffs valid from 1st January 202~~2~~<sup>3</sup>.

# RECUPEL CONTRIBUTION ON ELECTRO-APPLIANCES

## 1. Transition from 10 to 6 categories

The appliance lists group the electrical and electronic appliances that are subject to Recupel contributions. From 01/01/2022, these appliances will no longer be classified in 10 but 6 main categories, based on the categories in the European Directive 2012/19/EU.

These 6 main categories represent an open scope, which means that all electrical and electronic appliances should be declared unless stated otherwise in this appliance list (see Point 1.2).

### 1.1 Open scope

These six new main categories are explained below. The criteria of the new categories are based on the **nature** (temperature exchange equipment, equipment with a screen, lamps, small and large electrical and electronic equipment, and ICT equipment) and the **dimensions (larger/smaller than 50 cm)** of the appliances.

Category	Definition
1 Temperature exchange equipment	This includes electrical and electronic equipment ("EEE") used for cooling and/or heating and/or dehumidifying (using substances other than water, e.g., gas, oil, a coolant or a secondary fluid).
2 Screens, monitors, and equipment with screens having a surface area exceeding 100 cm <sup>2</sup>	Screens and monitors are EEE intended to provide images and information on an electronic display such as cathode ray tubes (CRT), LCD screens (LCD), light-emitting diode (LED) displays, or other types of electronic displays.
3 Lamps	Objects that, when used in combination with an appliance, can illuminate, decontaminate, or project an object or the surroundings, and which use electrical energy to produce (in)visible light through <b>gas discharge</b> or the use of <b>one or more light-emitting diodes</b> .
4 Large equipment (with at least one external dimension exceeding 50 cm)	EEE not classified under categories 1, 2, or 3 and of which at least one of the external dimensions exceeds 50 cm.
5 Small equipment (without external dimensions exceeding 50 cm)	EEE not classified under categories 1, 2, 3, 4, or 6 and which has no external dimensions exceeding 50 cm.
6 Small IT and telecommunication equipment (with no external dimensions exceeding 50 cm)	EEE not classified under categories 1, 2, 3, 4, or 5 and that has no external dimension exceeding 50 cm. IT equipment is equipment that can be used for the collection, transmission, processing, storing, and presentation of information. Telecommunications equipment is equipment designed to transmit voice, video, and data signals electronically over a specified distance.

### 1.2 Exceptions

Although the "open scope" applies from 01/01/2022, some electrical and electronic appliances are excluded from this scope, and these exceptions must be taken into account. These may be exceptions included in the European Directive 2012/19/EU or listed explicitly per subcategory.

The European Directive does NOT apply to the following equipment:

- Equipment required for the protection of the essential interests of the security of Member States (incl. weapons, munition, and war material intended for specific military purposes);
- Equipment specifically designed and installed as part of other equipment that is excluded from or does not fall within the scope of this Directive and that can fulfil its function only if it is part of that equipment;
- Filament bulbs;
- Equipment designed to be sent into space;
- Large-scale, stationary industrial tools: A large size assembly of machines, equipment, and/or components functioning together for a specific application, permanently installed and de-installed by professionals at a given place, and used and maintained by professionals in an industrial manufacturing facility or a research and development facility;
- Large, fixed installations, except any equipment not specifically designed and installed as part of those installations: A large-size combination of several types of equipment and, where applicable, other devices which (i) are assembled, installed, and de-installed by professionals, (ii) are intended to be used permanently as part of a building or structure in a pre-defined and dedicated location, and (iii) can only be replaced by the same, specifically designed equipment;
- Means of transport for persons or goods, excluding electric two-wheel vehicles which are not type-approved;
- Non-road mobile machinery made available exclusively for professional use;
- Equipment specifically designed solely for the purposes of research and development that is only made available on a business-to-business basis;
- Medical devices and in-vitro diagnostic medical devices where such devices are expected to be infective prior to end of life, and active implantable medical devices.

### 1.3 Notes

- Definition of finished products vs components:
  - Electrical and electronic equipment is always a finished product (i.e. a product that (i) has a direct function and (ii) is intended for an end-user), and is not just a component (i.e., an unfinished product that has no direct function for an end-user, is not intended for an end-user, or is intended for further processing by a manufacturer into a finished product). Appliances that fall under the open scope must qualify as finished products as described here to be eligible for the Recupel contribution.
- The Recupel contribution on equipment that falls under the open scope also covers the costs of the gas discharge lamps and LED lamps that may be integrated into this equipment.
- Electrical or electronic equipment integrated into caravans and camper vans of more than 3.5 tonnes are subject to Recupel contributions in accordance with the appliance list.

### 1.4 Appliances sold together and/or packages

- Accessories such as earphones, remote controls, computer mice, computer keyboards, accessories for video games/game consoles, docking stations, portable electrical and electronic accessories for cameras, battery chargers, cables, plugs, power adapters, various equipment that can only be used in combination with telecommunication devices (Bluetooth headsets/hands-free kits/earphones with microphones), and small electrical installation material (see Cat. 5.14) are devices that only need to be declared if sold separately.
- For gas discharge lamps and LED lamps luminaires, a Recupel contribution needs to be applied on both the luminaires and the enclosed gas discharge lamp(s) and LED lamp(s).
- When appliances other than those listed above are sold together under one article reference or in one package, they must all be declared separately (if they can operate independently of each other).  
For example: In the case of a security set (consisting of a monitor, surveillance recorder, several security cameras, and cables), all appliances must be declared separately, except for the cables (as these only need to be declared if sold separately). On the other hand, a home theatre set of which the loudspeakers cannot operate independently of each other must be declared as a single item.

## 2. Household vs professional

Furthermore, the categories have been divided into 'household' and 'professional'. The household or professional nature of the appliance is determined on the basis of the appliances intended use. Appliances that can be used for both household and professional purposes are considered household appliances. Appliances that are **exclusively** intended for professional use are considered professional appliances.

Note: A product is considered to be household unless it can be proven to be of a professional nature.

To be able to distinguish between household and professional equipment, the appliance list already explicitly mentions definitions, examples, and exceptions. The definitions, examples, and exceptions explicitly stated in the appliance list must be consulted before the steps below have to be followed.

If the definitions, examples, and exceptions explicitly stated in the appliance list do not provide sufficient clarity to determine whether an appliance is household or professional, the appliance's intended use can be determined by following the steps below. It is important to follow the order of the steps. If you get the answer after the first step, you do not need to proceed to the next steps.

# 1. FUNCTION OF THE APPLIANCE

For each appliance, it must be verified whether it is specifically designed for professional use. If this is not the case, the appliance is considered household equipment. Please note that, therefore, only reasonably foreseeable consumer use should be taken into account.

*For example: a laptop can be used for household or professional purposes and is thus considered household equipment (it does not have an exclusive professional application). A barcode scanner is exclusively for professional use and is thus considered professional equipment.*

*A coffee machine designed for professional use (office, bar, etc.) that could potentially be used by an individual at home is still considered as professional equipment. In this case, the use by an individual is considered to be exceptional and not reasonably foreseeable.*

Is the product exclusively designed for professional use?

YES

NO

Declare your appliance under the professional category.

# 2. CHARACTERISTICS OF THE APPLIANCE

The appliance's specific characteristics that could demonstrate if a product has been designed exclusively for professional purposes should be taken into account. Such characteristics could include durability, weight, size, connections, energy consumption, external features, etc.

*For example: a server designed to be mounted in a rack can easily be distinguished from a «household» server on the basis of its design, and should therefore be considered professional on the basis of its appearance.*

Is it clear based on the characteristics of your appliance whether it is household or professional equipment?

YES

NO

Declare your appliance under the appropriate category.

# 3. DISTRIBUTION CHANNEL

If the product cannot be classified on the basis of the two preceding steps, the distribution channel through which the product is distributed can be taken into account.

*For example: if a product is offered for sale through distribution channels that are only available to professionals, this may indicate that the appliance could be regarded as professional. Please note, it must still be possible to demonstrate that the product has been specifically designed for professional use.*

Is it clear based on the distribution channel whether your appliance is household or professional?

YES

NO

Declare your appliance under the appropriate category.

Declare your appliance under a household category.

The distinction between “all-inclusive” and “administrative” contributions remains.

## HOUSEHOLD

For household appliances, an ‘all-in’ contribution is charged. The income from these contributions is used by Recupel to organise the collection, sorting, treatment and recycling of electrical waste in Belgium.

## PROFESSIONAL

For all professional electro-appliances, an ‘administrative’ contribution is charged when the product is placed on the market. This contribution covers the costs incurred by Recupel for administration and reporting, but not those for collection and treatment. The costs for transporting and processing these appliances will be calculated when the discarded appliance is supplied for processing. For professional appliances an annual maximum amount of € 10000 is applicable.

## WEIGHT

For professional appliances, the weight should be declared in addition to the number of items.

Definition of weight:

- The weight to be declared includes the total weight of the appliance and accessories, i.e., components, subunits, and consumables that are sold together with the appliance as one article reference, including the cables supplied, but excluding the packaging materials, manuals, and batteries. The weight is considered to be equal to the weight stated in a catalogue and/or technical data sheet provided by the producer. If these weights are not available, the sales invoices or other sales documents provided by the manufacturer or a document certified by an independent company auditor can be used as refutable evidence of the weight.

## 3. Practical considerations

### 3.1 Structure of the appliance list

Each category is numbered:

1. The first digit always indicates the European WEEE category.
2. The other digits refer to the subcategories.
3. Professional appliances belong to subcategories of which the last 2 digits are equal to or greater than 50.

The different (sub)categories are further clarified in this appliance list with definitions as well as some examples and exceptions.

With regard to subcategories 4 (equipment with at least one external dimension > 50 cm), 5 (equipment with all external dimensions ≤ 50 cm), and 6 (small IT and telecommunications equipment with all external dimensions ≤ 50 cm), it should be emphasised that many subcategories from main category 4 have a counterpart in a subcategory from main category 5 or 6, depending on the external dimensions. For example, luminaires with at least one external dimension > 50 cm belong in subcategory 4.6, whereas luminaires with all external dimensions ≤ 50 cm belong in subcategory 5.6.

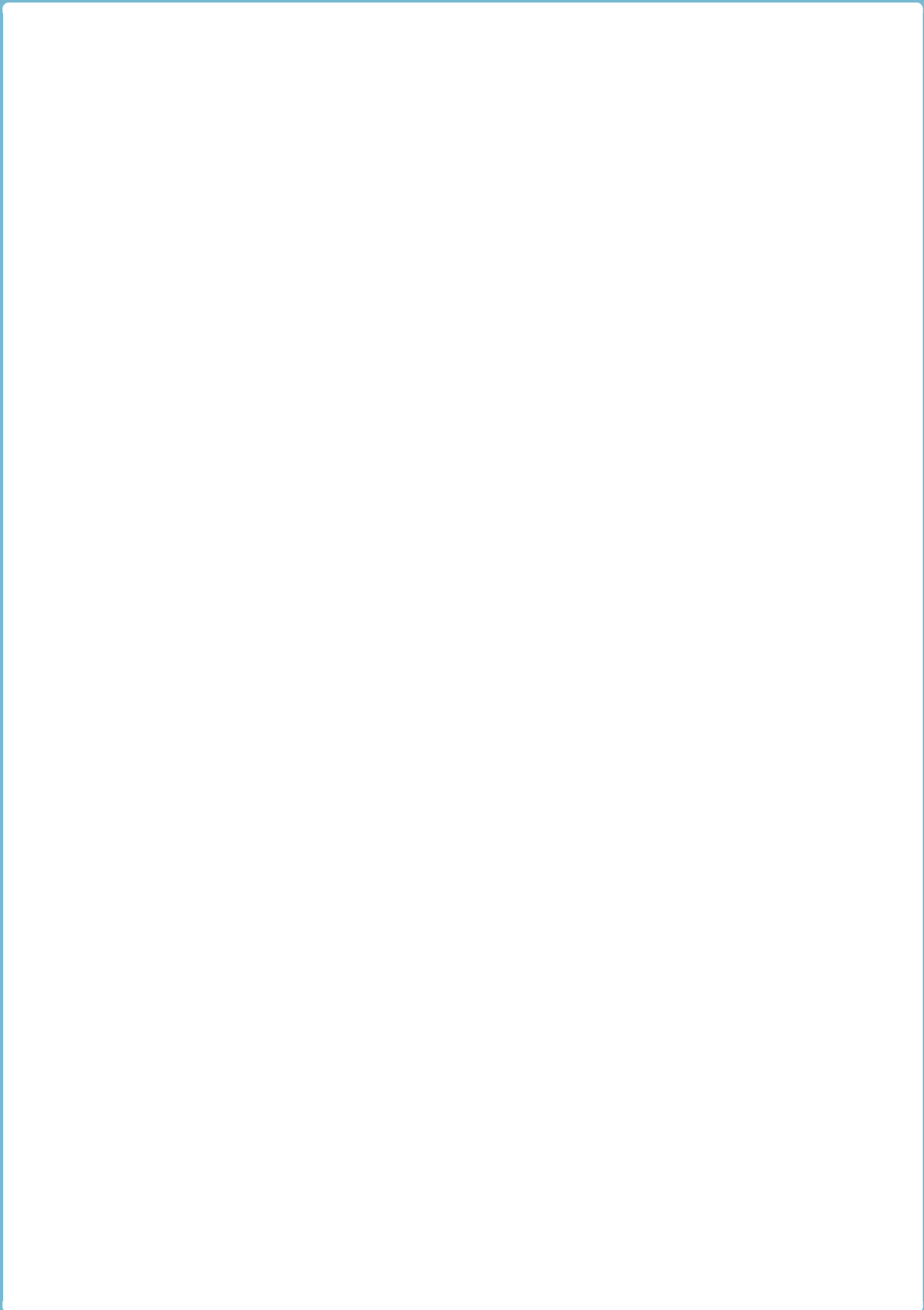
### 3.2 Dimensions

The dimensions of the appliances should be used as the basis for categories 4, 5 and 6. Some recommendations on how to determine these dimensions can be found below:

- You should use the appliance’s dimensions as provided by the manufacturer if known.
- If the manufacturer does not provide the dimensions, you should measure the appliance in its most compact form, excluding any non-electrical accessories that could be attached to it
  - For example, cables should be measured in their most compact form, not by their extended length
  - A vacuum cleaner’s plastic accessories that can be easily removed should not be included in the measurement.

If you are unsure about the category of an appliance, you can submit a product question via the online contact form under the “Contact” section on our website.

Do you want to dispose of your professional electric and electronic waste? In that case we strongly advise you to work with one of our Recupel partners. They are authorised collectors/certified processors. They work under the terms of a so-called ‘Charter’. You can contact and ask them to send you a quotation for the collection and/or treatment of your discarded electrical and electronic appliances. More information can be found on [pickup.recupel.be](https://pickup.recupel.be).



# 1 Temperature exchange equipment

## 1.1 Temperature exchange equipment for cooling (plug-in and with compressor or absorption system)

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 10,000	VAT Excluded € 8,2645
---	--------------------------	--------------------------

This includes electrical and electronic equipment ("EEE") used for cooling and/or heating and/or dehumidifying (using substances other than water, e.g., gas, oil, a coolant or a secondary fluid).

### Examples:

Wine refrigerators/storage cabinets/climate cabinets, air conditioning (including climate control equipment and heat pumps), fridges, freezers (upright and chest) and fridge-freezers with the compressor at the bottom.

### Except:

All refrigerated counters, display counters and prep tables (see Cat. 1.50), temperature exchange equipment based on the Peltier principle (see Cat. 4.3.1/5.3.1), all freezers and fridges with the compressor at the top (see Cat. 1.50)

## 1.2 Oil-filled radiator

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,000	VAT Excluded € 0,8264
---	-------------------------	--------------------------

All oil-filled radiators

## 1.3 Large white goods with heat pumps

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 10,000	VAT Excluded € 8,2645
---	--------------------------	--------------------------

### Examples:

Washing machines, washer-dryers, etc., with heat pumps

### Except:

All large white goods without heat pumps (see Cat. 4.1.1. or 4.1.2)



## 1.50 Temperature exchange equipment exclusively for professional use (plug-in or non-plug-in and with compressor or absorption system)

### Professional appliances, with administrative contribution

VAT Included  
€ ~~0,2500~~  
0,0800

VAT Excluded  
€ ~~0,2067~~  
0,0661

This includes electrical and electronic equipment ("EEE") used for cooling and/or heating and/or dehumidifying (using substances other than water, e.g., gas, oil, a coolant or a secondary fluid).

#### Examples:

All refrigerated counters, display counters and prep tables, all freezers and fridges with the compressor at the top, refrigerated vending machines, ice cube makers, climate control equipment (including air conditioning equipment and heat pumps)

#### Except:

Wine refrigerators/storage cabinets/climate cabinets (see Cat. 1.1), all plug-in fridges, freezers (upright and chest) and fridge-freezers with the compressor at the bottom (see Cat. 1.1), oil-filled radiators (see Cat. 1.2), ventilation, air conditioning, heating and water treatment equipment exclusively for professional use and working on the Peltier principle (see Cat. 4.52 and 5.52)

## 2 Screens, monitors, and equipment containing screens having a surface > 100 cm<sup>2</sup>

### 2.1 Television screens

Household appliances, with 'all-in' contribution	VAT Included € 5,0000	VAT Excluded € 4,1322
--	--------------------------	--------------------------

All TV sets with integrated tuner or interface to convert TV signals into images, including all combinations with TV (e.g., DVD), pocket TVs, and "rear-view projection"

Except:

Monitors without built-in tuner or interface (see Cat. 2.2)

### 2.2 Monitors

Household appliances, with 'all-in' contribution	VAT Included € 1,7000	VAT Excluded € 1,4050
--	--------------------------	--------------------------

Examples:

Monitors without built-in tuner or interface

### 2.3 ~~Image album/Album viewer/Digital photo display~~ Audio and video equipment with a screen area > 100 cm<sup>2</sup>

Household appliances, with 'all-in' contribution	VAT Included € 0,3000	VAT Excluded € 0,2479
--	--------------------------	--------------------------

All systems, with or without a storage medium, for managing digital photos, video clips or multimedia messages, etc.

Examples:

Image album, album viewer, digital photo display, portable DVD player with screen

Excluding:

Television screen (see cat. 2.1)

### 2.4 ~~Laptops, tablets, e-readers, and others~~ ICT equipment with a screen area > 100 cm<sup>2</sup>

Household appliances, with 'all-in' contribution	VAT Included € 0,1500	VAT Excluded € 0,1240
--	--------------------------	--------------------------

Examples:

Laptops, tablets, e-readers, ~~iMacs~~ all-in-one computer, touchscreens, control panels with screen

Excluding:

## 2.50 Monitors and information boards exclusively for professional use

	VAT Included	VAT Excluded
<b>Professional appliances, with administrative contribution</b>	€ <del>0,1210</del> 0,0800	€ <del>0,1000</del> 0,0661

### Examples:

Monitors without built-in tuner or interface, information boards based on LED technology (e.g. traffic signs, parking systems, digital advertising, etc.),  
industrial touchscreen, display of a cash register system

# 3 Lamps

## 3.1 Gas discharge lamps

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,1000	VAT Excluded € 0,0826
---	--------------------------	--------------------------

### Examples:

Gas discharge lamps (such as for cinema projectors, projection, disinfection, and automotive applications), compact fluorescent lamps, fluorescent tubes, neon lamps, mercury vapour lamps, halogen metal vapour lamps.

### Except:

Retrofit LED lamps (see Cat. 3.2)

### Excluding:

Incandescent lamps and halogen lamps, all lamps that are already part of an electrical or electronic appliance (e.g. ovens, fridges) when placed on the market

## 3.2 Retrofit (replaceable) LED lamps

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,1000	VAT Excluded € 0,0826
---	--------------------------	--------------------------

### Examples:

Retrofit LED lamps, **separately sold** LED modules

### Except:

Gas discharge lamps (see Cat. 3.1)

### Excluding:

LED strips, all lamps that are already part of an electrical or electronic appliance (e.g., ovens, fridges) when placed on the market

4  
|  
|  
|  
|

## Large equipment (any external dimension > 50 cm)

### 4.1.1 Large white goods – textile > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.1.1

Examples:

Washing machines, washer-dryers, dryers (without heat pumps)

Except:

Large white goods with heat pumps (see Cat. 1.3)

### 4.1.2 Large white goods – kitchen > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.1.2

Examples:

(Microwave)ovens, cooker hoods, dishwashers, gas ovens with electrical or electronic ignition, all in-built cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates

Except:

All freestanding cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates (e.g. fun cooking appliances) (see Cat. 4.1.3/5.1.3), large white goods with heat pumps (see Cat. 1.3)

### 4.1.3 Household, kitchen, and care equipment (non-medical) > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.1.3

Examples:

All freestanding cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates (e.g. fun cooking appliances), massage devices, toothbrushes, coffee machines, watches, kettles, blenders, pressure cookers, deep fryers, hair stylers, hair and beard trimmers, UV lamps for nails, infrared lamps, beer dispensers, erotic toys, insect/vermin/rodent killers/catchers/repellents, etc.

Except:

(Microwave) ovens, all in-built cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates (see Cat. 4.1.2/5.1.2), Wearables (see Cat. 6.1)

#### 4.1.4 Boilers > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 10,000	VAT Excluded € 8,2645
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.1.4

All electric boilers

#### 4.1.5 Storage heaters > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

All electric storage heaters

#### 4.1.6 Sunbeds and solariums > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

All sunbeds and solariums

#### 4.2.1 Wet and/or dry vacuum cleaners and floor cleaners > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,6000	VAT Excluded € 0,4959
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.2.1

Examples:

All (combined) wet and dry vacuum cleaners (incl. for power tools), robot vacuum cleaners, floor and steam cleaners, handheld vacuum cleaners

#### 4.2.2 Textile processing equipment > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.2.2

Examples:

Knitting machines, sewing machines

### 4.2.3 Ironing equipment > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.2.3

Examples:

(Steam) irons, active ironing boards

### 4.3.1 Cooling equipment (except for category 1 appliances) > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.3.1

Examples:

All wine refrigerators based on the Peltier principle, temperature exchange equipment based on the Peltier principle

Except:

Temperature exchange equipment for cooling (with compressor or absorption system) (see Cat. 1.1), all wine refrigerators/storage cabinets/climate cabinets with compressor or absorption system (see Cat. 1.1)

### 4.3.2 Ventilation, air conditioning, heating and water treatment equipment (except for category 1 appliances) > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.3.2

Examples:

All electrical or electronic heaters, dehumidifiers without compressor or absorption system, fan, air purifier, water softener

Except:

Dehumidifiers with compressor or absorption system (see Cat. 1.1)

Excluding:

All heaters running on gas/heating oil

### 4.4.1 Audio and video equipment > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,3000	VAT Excluded € 0,2479
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.4.1

Examples:

Independent functioning speakers (contribution per unit), satellite dishes, home theatre sets (to be declared per article reference)

Except:

## 4.4.2 Electric musical instruments > 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,3000

VAT Excluded  
€ 0,2479

For appliances with an external dimension  $\leq 50$  cm see Cat. 5.4.2

All electrical or electronic musical instruments, including accessories and tuning equipment for musical instruments, except for toys (cf. Directive 88/378/EEC).

Except:

Toy musical instruments (see Cat. 4.8.1/5.8.1)

## 4.5.1 Battery chargers and power strips > 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,0700

VAT Excluded  
€ 0,0579

For appliances with an external dimension  $\leq 50$  cm see Cat. 5.5.1

Examples:

Power strips, multiplug adapters, separately sold battery chargers for electrical and electronic appliances (incl. power tools), separately sold power adapters, separately sold cables suitable for carrying electric currents and fields and that have the necessary connectors

Except:

Chargers for bicycles, car, and motorcycle batteries, quick starters, boosters (see Cat. 4.5.3/5.5.3 or 4.5.4/5.5.4)

Excluding:

Power banks, cables without connectors, cables for internal wiring of equipment, cables permanently installed for connection to and/or power supply for electrical and electronic equipment in buildings, public roads and private land, battery chargers for batteries [\(except for power tools\)](#), fibre optic cables, [home batteries](#)

## 4.5.2 Cartridges > 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,0000

VAT Excluded  
€ 0,0000

For appliances with an external dimension  $\leq 50$  cm see Cat. 5.5.2

Cartridges [and toners](#) with electronic chips

## 4.5.3 Charging stations for electric vehicles, power generators, and battery chargers for vehicles > 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,0500

VAT Excluded  
€ 0,0413

For appliances with an external dimension  $\leq 50$  cm see Cat. 5.5.3

Examples:

Chargers for bicycles, car and motorcycle batteries, quick starters, boosters, electricity generators, charging stations for electric vehicles



## 4.5.4 Uninterruptible power supplies (UPS) and power converters > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.5.4

Examples:

### Added products

- Uninterruptible power supplies ≤ 1 kVA, stand-alone (non-modular) power converters including for photovoltaic installations

Uninterruptible power supplies ≤ 1 kVA, stand-alone (non-modular) power converters including for photovoltaic installations

Excluding:

Home batteries, solar panels

## 4.6 Luminaires > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0121	VAT Excluded € 0,0100
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.6

A luminaire is an appliance that has as its principal purpose the illumination of an object or a surrounding, and that contains, to the exclusion of all replaceable light sources themselves, the components necessary for fixing and protecting the light sources as well as for direct or indirect connection to the mains supply.

Note: For gas discharge lamps and LED lamps luminaires, a Recupel contribution needs to be applied on both the luminaire and the enclosed gas discharge lamp(s) and LED lamp(s).

See Category 5.14 "Small electrical installation equipment" for power supplies and lighting controls

Examples:

Portable and fixed lighting equipment operating on a battery or batteries such as torches, ambient lighting (festive lighting, illuminated (Christmas) figures, fairy lights, etc.), bicycle lighting, lighting equipment (including with integrated LEDs), ceiling fans fitted with one or more light points, lighting equipment operating on an alternative energy source, such as solar energy

Except:

Lighting equipment built into electrical and electronic equipment

Excluding:

Appliances of which the electrical or electronic component is only secondary (not the main purpose) such as shoes, helmets, dog leashes, clothes with lighting, globes, mirrors with lighting, keyrings with lights, greeting cards, jewellery boxes, ballpoint pens with lights, showerheads/taps with lighting, incubators (for hatching chicks), IR lamp fittings

## 4.7 Electrical and electronic tools, garden tools, aquarium and pond accessories, and measuring and control instruments (garden) tools > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.7

Examples:

Drills, sanders, saws, pumps with electric motors, lawnmowers, metal detectors, spirit levels, rotary lasers, high pressure cleaners, compressors

Except:

Battery chargers (see Cat. 4.5.1/5.5.1), vacuum cleaners for power tools (see Cat. 5.2.1/4.2.1)

Excluding:

Pumps without electric motors, equipment weighing at least 2000 kg

### 4.8.1 Leisure equipment, toys, game consoles and accessories > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0700	VAT Excluded € 0,0579
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.8.1

Examples:

Drones, toy musical instruments, toys with electronic functions, video game/game console accessories sold separately

Excluding:

Drone exclusively for professional use (see cat. 4.63 / 6.50)

### 4.8.2 Sports equipment > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,4000	VAT Excluded € 0,3306
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.8.2

Examples:

Dartboards, home trainers, treadmill, rowing machine

### 4.8.3 Electric 2-wheelers > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,4000	VAT Excluded € 0,3306
---	--------------------------	--------------------------

Examples:

Electric bicycles, scooters, segways (equipment with a maximum continuous power rating not exceeding 0.25 kW and/or with assistance limited to 25 km/h (not type-approved))

Excluding:

Equipment with a nominal continuous maximum power rating exceeding 0.25 kW and/or with assistance that is not limited to 25 km/h (type-approved)

### 4.9 Hospital beds, nursing tables and chairs, wheelchairs > 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,4000	VAT Excluded € 0,3306
---	--------------------------	--------------------------

For appliances with an external dimension ≤ 50 cm see Cat. 5.9

Examples:

Hospital beds, nursing tables and chairs, wheelchairs

Excluding:

## 4.10 ICT and office equipment > 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,1500

VAT Excluded  
€ 0,1240

For appliances with an external dimension ≤ 50 cm see Cat. 6.1

#### Examples:

Projector (screens), scanners, paper shredders, printers, control panels without screen

#### Except:

Telecom equipment with screens > 100 cm<sup>2</sup> (see Cat. 2.4)

#### Excluding:

Internal memories to be built in

## 4.50 Large white goods, textile, catering and care equipment (non-medical) exclusively for professional use > 50 cm

### Professional appliances, with administrative contribution

VAT Included  
€ ~~0,2500~~  
0,0800

VAT Excluded  
€ ~~0,2067~~  
0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.50

#### Examples:

Washing machines and dishwashers (with or without heat pump), coffee machines, wall-mounted hairdryers, towel dispensers

## 4.51 Cleaning, ironing and textile processing equipment exclusively for professional use > 50 cm

### Professional appliances, with administrative contribution

VAT Included  
€ ~~0,2500~~  
0,0800

VAT Excluded  
€ ~~0,2067~~  
0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.51

#### Examples:

Floor polishers, wet and/or dry vacuum cleaners, knitting machines, ironing machines, sewing machines

## 4.52 Ventilation, air conditioning, heating and water treatment equipment (except for category 1 appliances) exclusively for professional use > 50 cm

### Professional appliances, with administrative contribution

VAT Included  
€ ~~0,2500~~  
0,0800

VAT Excluded  
€ ~~0,2067~~  
0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.52

#### Examples:

Dehumidifiers without compressor or absorption system exclusively for professional use

#### Except:

### 4.53 Audio, video, and special effects equipment exclusively for professional use > 50 cm

#### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,3600</del> 0,0800	€ <del>0,3000</del> 0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.53

Examples:

Audio-visual appliances with XLR connectors, speakers with transport handles, smoke machines, confetti shooters, bubble blowers, museum systems for guided tours, rack units, mixing panels

### 4.54 Charging stations for electric vehicles, power generators, and battery chargers for vehicles exclusively for professional use > 50 cm

#### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,5000</del> 0,0800	€ <del>0,4132</del> 0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.54

Examples:

Chargers for car and motorcycle batteries, quick starters, boosters, electricity generators, charging stations for electric vehicles

### 4.55 Uninterruptible power supplies (UPS) and power converters exclusively for professional use > 50 cm

#### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,1210</del> 0,0800	€ <del>0,1000</del> 0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.55

Uninterruptible power supplies > 1 kVA, modular power converters, including for photovoltaic installations

### 4.56 Luminaires exclusively for professional use > 50 cm

#### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,0121</del> 0,0800	€ <del>0,0100</del> 0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.56

A luminaire is an appliance that has as its principal purpose the illumination of an object or a surrounding, and that contains, to the exclusion of all replaceable light sources themselves, the components necessary for fixing and protecting the light sources as well as for direct or indirect connection to the mains supply.

Note: For gas discharge lamps and LED lamps luminaires, a Recupel contribution needs to be applied on both the luminaire and the enclosed gas discharge lamp(s) and LED lamp(s).

See Category 5.14 "Small electrical installation equipment" for power supplies and lighting controls

Examples:

Emergency lighting, signage lighting, street lamps, lightboxes, public lighting, site lighting, stadium lighting, lighting for discotheques/theatre auditoriums, luminaires from illuminated advertising

Except:

Lighting equipment built into electrical and electronic equipment

Excluding:

Incubators (for hatching chicks), IR lamp fittings

## 4.57 Electrical and electronic tools, garden tools, aquarium and pond accessories, and automotive testing and measuring equipment exclusively for professional use > 50 cm

**Professional appliances, with administrative contribution**

VAT Included

€ 0,5000  
0,0800

VAT Excluded

€ 0,4132  
0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.57

Examples:

Tyre grating machines, infrared dryers, brake disc grinders, high pressure cleaners, compressors

Except:

Battery chargers (see Cat. 4.5.1/5.5.1) and vacuum cleaners for power tools (see Cat. 4.51/5.51)

Excluding:

Pumps without electric motors, equipment weighing at least 2000 kg

## 4.58 Medical, veterinary, livestock and laboratory equipment exclusively for professional use > 50 cm

**Professional appliances, with administrative contribution**

VAT Included

€ 0,1210  
0,0800

VAT Excluded

€ 0,1000  
0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.58

For medical devices, see Regulation (EU) 2017/745 (MDR) of the European Parliament and the Council of 5 April 2017 and Regulation (EU) 2017/746 (IVDR) of the European Parliament and the Council of 5 April 2017

Examples:

Surgical and rehabilitation devices, dental and optical instruments, instruments for chromatography or other separation techniques, veterinary radiography, sterilisation and cleaning equipment, pulse oximeters, centrifuges

Excluding:

Blood glucose meters

## 4.59 Measuring and control equipment exclusively for professional use > 50 cm

**Professional appliances, with administrative contribution**

VAT Included

€ 0,1210  
0,0800

VAT Excluded

€ 0,1000  
0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.59

Examples:

Multimeters, handheld equipment for frequency simulation and verification, temperature, RF, current, voltage, light, etc., single meters for frequency, temperature, RF

Except:

Automotive measuring equipment (see Cat. 4.56/5.56), single ampere , voltmeters, and ohmmeters (see Cat. 5.7)

## 4.60 Vending machines (uncooled) > 50 cm

**Professional appliances, with administrative contribution**

VAT Included	VAT Excluded
€ <del>0,1210</del> 0,0800	€ <del>0,1000</del> 0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 5.60

Examples:

Slot machines, ATMs, photo machines, cigarette vending machines

Except:

Vending machines for hot drinks (see Cat. 4.601)

## 4.61 Vending machines for hot drinks > 50 cm

**Professional appliances, with administrative contribution**

VAT Included	VAT Excluded
€ <del>0,2500</del> 0,0800	€ <del>0,2067</del> 0,0661

All vending machines for hot drinks

## 4.62 Professional electrical and electronic machines & installations > 50 cm

**Professional appliances, with administrative contribution**

VAT Included	VAT Excluded
€ <del>0,1210</del> 0,0800	€ <del>0,1000</del> 0,0661

All professional electrical and electronic machines (sold or delivered to professional end customers/users) and installed by professionals.

Except:

Electrical (garden) tools (see Cat. 4.7/5.7 and Cat. 4.56/5.56)

Excluding:

Equipment weighing at least 2000 kg

## 4.63 ICT and office equipment exclusively for professional use > 50 cm

**Professional appliances, with administrative contribution**

VAT Included	VAT Excluded
€ <del>0,1210</del> 0,0800	€ <del>0,1000</del> 0,0661

For appliances with an external dimension ≤ 50 cm see Cat. 6.50

Examples:

Printers, cash register systems, letterboxes, rack units, store labels, back-up equipment, barcode scanners, drones

Except:

---

Telecom equipment with screens > 100 cm<sup>2</sup> (see Cat. 2.4), monitors and information boards (see Cat. 2.50)

---

## 5

### Small equipment (external dimension ≤ 50 cm)

#### 5.1.1 Mini washing machines ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.1.1

Examples:

Washing machines, washer-dryers, dryers (without heat pump)

Except:

Large white goods with heat pump (see Cat. 1.3)

#### 5.1.2 Large white goods – kitchen ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.1.2

Examples:

(Microwave)ovens, cooker hoods, dishwashers, gas ovens with electrical or electronic ignition, all in-built cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates

Except:

All freestanding cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates (e.g. fun cooking appliances) (see Cat. 4.1.3/5.1.3), large white goods with heat pumps (see Cat. 1.3)

#### 5.1.3 Household, kitchen and care equipment (non-medical) ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.1.3

Examples:

All freestanding cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates (e.g. fun cooking appliances), massage devices, toothbrushes, coffee machines, watches, kettles, blenders, pressure cookers, deep fryers, hair stylers, hair and beard trimmers, UV lamps for nails, infrared lamps, beer dispensers, erotic toys, insect/vermin/rodent killers/catchers/repellents, etc.

Except:

(Microwave) ovens, all in-built cooking equipment and/or hot plates/grills/plate warmers/Teppanyaki grill plates (see Cat. 4.1.2/5.1.2), Wearables (see Cat. 6.1)



### 5.1.4 Boilers ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.1.4

All electric boilers

### 5.2.1 Wet and/or dry vacuum cleaners and floor cleaners ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,6000	VAT Excluded € 0,4959
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.2.1

Examples:

All (combined) wet and dry vacuum cleaners (incl. for power tools), robot vacuum cleaners, floor and steam cleaners, handheld vacuum cleaners

### 5.2.2 Textile processing equipment ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 1,0000	VAT Excluded € 0,8264
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.2.2

Examples:

Knitting machines, sewing machines

### 5.2.3 Ironing equipment ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.2.3

Examples:

(Steam) irons, active ironing boards

### 5.3.1 Cooling equipment (except for category 1 appliances) ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.3.1

Examples:

All wine refrigerators based on the Peltier principle, temperature exchange equipment based on the Peltier principle

Except:

Temperature exchange equipment for cooling (with compressor or absorption system) (see Cat. 1.1), all wine refrigerators/storage cabinets/climate cabinets with compressor or absorption system (see Cat. 1.1)

### 5.3.2 Ventilation, air conditioning, heating and water treatment equipment (except for category 1 appliances) ≤ 50 cm

Household appliances, with 'all-in' contribution

VAT Included  
€ 0,0500

VAT Excluded  
€ 0,0413

For appliances with an external dimension > 50 cm see Cat. 4.3.2

Examples:

All electrical or electronic heaters, dehumidifiers without compressor or absorption system, fan, air purifier, water softener

Except:

Dehumidifiers with compressor or absorption system (see Cat. 1.1)

Excluding:

All heaters running on gas/heating oil

### 5.4.1 Audio and video equipment ≤ 50 cm

Household appliances, with 'all-in' contribution

VAT Included  
€ 0,3000

VAT Excluded  
€ 0,2479

For appliances with an external dimension > 50 cm see Cat. 4.4.1

Examples:

Headphones (including gaming headsets), photo cameras (accessories such as flashes, motor drives, etc. only need to be declared if sold separately), independent functioning speakers (contribution per unit), sound mixer, 3D glasses, home theatre sets (declared per article reference)

Except:

Earphones (see Cat. 5.4.3), musical instruments and tuning equipment (see Cat. 5.4.2), headsets (other than for gaming) (see Cat. 6.1)

### 5.4.2 Electric musical instruments ≤ 50 cm

Household appliances, with 'all-in' contribution

VAT Included  
€ 0,3000

VAT Excluded  
€ 0,2479

For appliances with an external dimension > 50 cm see Cat. 4.4.2

Except:

Toy musical instruments (see Cat. 4.8.1/5.8.1)

### 5.4.3 Earphones ≤ 50 cm

Household appliances, with 'all-in' contribution

VAT Included  
€ 0,1500

VAT Excluded  
€ 0,1240

All separately sold earphones

### 5.5.1 Battery chargers, power adapters, cables, power strips, plugs ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0700	VAT Excluded € 0,0579
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.5.1

#### Examples:

Power strips, multiplug adapters, separately sold battery chargers for electrical and electronic appliances (incl. power tools), separately sold power adapters, separately sold cables suitable for carrying electric currents and fields and that have the necessary connectors

#### Except:

Chargers for bicycles, car and motorcycle batteries, quick starters, boosters (see cat. 4.5.3/5.5.3)

#### Excluding:

Power banks, cables without connectors, cables for internal wiring of equipment, cables permanently installed for connection to and/or power supply for electrical and electronic equipment in buildings, public roads and private land, battery chargers for batteries (except for power tools), fibre optic cables, home batteries

### 5.5.2 Cartridges ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0000	VAT Excluded € 0,0000
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.5.2

Cartridges and toners with electronic chips

### 5.5.3 Charging stations for electric vehicles, electricity generators, and battery chargers for vehicles ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.5.3

#### Examples:

Chargers for bicycles, car and motorcycle batteries, quick starters, boosters, electricity generators, charging stations for electric vehicles

### 5.5.4 Uninterruptible power supplies (UPS) and power converters ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.5.4

#### Examples:

#### Added products

- Uninterruptible power supplies ≤1 kVA, stand-alone (non-modular) power converters including for photovoltaic installations

Uninterruptible power supplies ≤1 kVA, stand-alone (non-modular) power converters including for photovoltaic installations

#### Excluding:

## 5.6 Luminaires ≤ 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,0121

VAT Excluded  
€ 0,0100

For appliances with an external dimension > 50 cm see Cat. 4.6

A luminaire is an appliance that has as its principal purpose the illumination of an object or a surrounding, and that contains, to the exclusion of all replaceable light sources themselves, the components necessary for fixing and protecting the light sources as well as for direct or indirect connection to the mains supply.

Note: For gas discharge lamps and LED lamps luminaires, a Recupel contribution needs to be applied on both the luminaire and the enclosed gas discharge lamp(s) and LED lamp(s).

See Category 5.14 "Small electrical installation equipment" for power supplies and lighting controls

#### Examples:

Portable and fixed lighting equipment operating on a battery or batteries such as torches, ambient lighting (festive lighting, illuminated (Christmas) figures, fairy lights, etc.), bicycle lighting, lighting equipment (including with integrated LEDs), ceiling fans fitted with one or more light points, lighting equipment operating on an alternative energy source, such as solar energy

#### Except:

Lighting equipment built into electrical and electronic equipment

#### Excluding:

Appliances of which the electrical or electronic component is only secondary (not the main purpose) such as shoes, helmets, dog leashes, clothes with lighting, globes, mirrors with lighting, keyrings with lights, greeting cards, jewellery boxes, ballpoint pens with lights, showerheads/taps with lighting, incubators (for hatching chicks), IR lamp fittings

## 5.7 Electrical and electronic tools, garden tools, aquarium and pond accessories, and measuring and control instruments (garden) tools ≤ 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,0500

VAT Excluded  
€ 0,0413

For appliances with an external dimension > 50 cm see Cat. 4.7

#### Examples:

Drills, sanders, saws, pumps with electric motors, lawnmowers, metal detectors, spirit levels, rotary lasers, pH meters, digital callipers & rangefinders, moisture meters, spirit levels, battery testers, ampere /voltmeters/ohmmeters, and energy meters/testers, [high pressure cleaners](#), [compressors](#)

#### Except:

Battery chargers (see Cat. 4.5.1/5.5.1), vacuum cleaners for power tools (see Cat. 5.2.1/4.2.1)

#### Excluding:

Pumps without electric motor

## 5.8.1 Leisure equipment, toys, game consoles and accessories ≤ 50 cm

### Household appliances, with 'all-in' contribution

VAT Included  
€ 0,0700

VAT Excluded  
€ 0,0579

For appliances with an external dimension > 50 cm see Cat. 4.8.1

#### Examples:

## 5.8.2 Sports equipment and accessories ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,4000	VAT Excluded € 0,3306
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.8.2

Examples:

Fitness/biking computers, dartboards, heart rate monitors for sports use

Except:

Heart rate monitors for medical use (see Cat. 5.9)

## 5.9 Medical equipment for domestic use ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,4000	VAT Excluded € 0,3306
---	--------------------------	--------------------------

For appliances with an external dimension > 50 cm see Cat. 4.9

For medical devices, see Regulation (EU) 2017/745 (MDR) of the European Parliament and the Council of 5 April 2017 and Regulation (EU) 2017/746 (IVDR) of the European Parliament and the Council of 5 April 2017

Examples:

Hearing aids, pregnancy tests, thermometers, blood pressure monitors, heart rate monitors

Except:

Heart rate monitors for sports use (see Cat. 5.8.2)

Excluding:

Blood glucose meters

## 5.10 Smoke/heat detectors (autonomous and non-autonomous) ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,8000	VAT Excluded € 0,6612
---	--------------------------	--------------------------

All smoke/heat detectors (autonomous and non-autonomous)

## 5.11 Autonomous CO and gas detectors ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,2500	VAT Excluded € 0,2066
---	--------------------------	--------------------------

All autonomous CO and gas detectors

## 5.12 Measuring and control equipment ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

### Examples:

Meat thermometers, bath thermometers, scales, alcohol testers, luggage scales, weather stations, personal scales, etc.

### Except:

Medical personal thermometers (see Cat. 5.9), room and clock thermostats (see Cat. 5.13), animal scales (see Cat. 5.57), scales exclusively for professional use (see Cat. 5.58), measuring and control instruments for (garden) tools such as metal detectors, spirit levels, rotation lasers, pH meters, digital callipers & rangefinders, moisture meters, spirit levels, battery testers, ampere/voltmeters/ohmmeters, and energy meters/testers (see Cat. 4.7/5.7)

## 5.13 Room and clock thermostats and energy saving devices ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0500	VAT Excluded € 0,0413
---	--------------------------	--------------------------

### Examples:

Room and clock thermostats, timers

## 5.14 Small electrical installation material and home automation ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,0121	VAT Excluded € 0,0100
---	--------------------------	--------------------------

All separately sold electrical and electronic equipment that is part of a fixed electrical installation in residential/tertiary/industrial buildings, except for appliances belonging to other product categories. For appliances consisting of various separately sold components, the Recupel contribution (if applicable) applies only on the main component that carries the electricity.

### Examples:

Controllers/controls for (sun) blinds, overload and short circuit protection devices, power supplies and controls for lighting (drivers), pre-wired cable management systems, energy management and monitoring systems (energy controllers/meters), components of home automation systems HBES (Home and Building Electronic Systems) and BACS (Building Automation & Control Systems) (actuators (switches, dimmers), sensors, power supplies, input/output modules, signal amplifiers, fuses, CPU (Central Process Unit)), all sockets, switches, connection devices and terminals, kWh meters, pushbuttons, capacitors, detectors, motion detectors

### Excluding:

Fence, gate, roller shutter and door drives

## 5.50 Large white goods, textile, catering and care equipment (non-medical) exclusively for professional use ≤ 50 cm

<b>Professional appliances, with administrative contribution</b>	VAT Included € <del>0,2500</del> 0,0800	VAT Excluded € <del>0,2067</del> 0,0661
--	---	---

For appliances with an external dimension > 50 cm see Cat. 4.50

### Examples:

Washing machines and dishwashers (with or without heat pump), coffee machines, wall-mounted hairdryers, towel dispensers

## 5.51 Cleaning, ironing and textile processing equipment exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,2500</del> 0,0800	€ <del>0,2067</del> 0,0661

For appliances with an external dimension > 50 cm see Cat. 4.51

Examples:

Floor polishers, wet and/or dry vacuum cleaners, knitting machines, ironing machines, sewing machines

## 5.52 Ventilation, air conditioning, heating and water treatment equipment (except for category 1 appliances) exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,2500</del> 0,0800	€ <del>0,2067</del> 0,0661

For appliances with an external dimension > 50 cm see Cat. 4.52

Examples:

Dehumidifiers without compressor or absorption system exclusively for professional use

Except:

Ventilation, air conditioning, heating and water treatment equipment exclusively for professional use with compressor or absorption system

## 5.53 Audio, video, and special effects equipment exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,3630</del> 0,0800	€ <del>0,3000</del> 0,0661

For appliances with an external dimension > 50 cm see Cat. 4.53

Examples:

Audio-visual appliances with XLR connectors, speakers with transport handles, smoke machines, confetti shooters, bubble blowers, museum systems for guided tours, rack units, mixing panels

## 5.54 Charging stations for electric vehicles, electricity generators, and battery chargers for vehicles exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,5000</del> 0,0800	€ <del>0,4132</del> 0,0661

For appliances with an external dimension > 50 cm see Cat. 4.54

Examples:

Chargers for car and motorcycle batteries, quick starters, boosters, electricity generators, charging stations for electric vehicles

## 5.55 Uninterruptible power supplies (UPS) and power converters exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,1210</del> 0,0800	€ <del>0,1000</del> 0,0661

For appliances with an external dimension > 50 cm see Cat. 4.55

Uninterruptible power supplies > 1 kVA, modular power converters, including for photovoltaic installations

## 5.56 Luminaires exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,0121</del> 0,0800	€ <del>0,0100</del> 0,0661

For appliances with an external dimension > 50 cm see Cat. 4.56

A luminaire is an appliance that has as its principal purpose the illumination of an object or a surrounding, and that contains, to the exclusion of all replaceable light sources themselves, the components necessary for fixing and protecting the light sources as well as for direct or indirect connection to the mains supply.

Note: For gas discharge lamps and LED lamps luminaires, a Recupel contribution needs to be applied on both the luminaire and the enclosed gas discharge lamp(s) and LED lamp(s).

See Category 5.14 "Small electrical installation equipment" for power supplies and lighting controls

#### Examples:

Portable and fixed lighting equipment operating on a battery or batteries such as torches, ambient lighting (festive lighting, illuminated (Christmas) figures, fairy lights, etc.), bicycle lighting, lighting equipment (including with integrated LEDs), ceiling fans fitted with one or more light points, lighting equipment operating on an alternative energy source, such as solar energy

#### Except:

Lighting equipment built into electrical and electronic equipment

#### Excluding:

Incubators (for hatching chicks), IR lamp fittings

## 5.57 Electrical and electronic tools, garden tools, aquarium and pond accessories, and automotive testing and measuring equipment exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included	VAT Excluded
€ <del>0,5000</del> 0,0800	€ <del>0,4132</del> 0,0661

For appliances with an external dimension > 50 cm see Cat. 4.57

#### Examples:

Tyre grating machines, infrared dryers, brake disc grinders, high pressure cleaners, compressors

#### Except:

Battery chargers (see Cat. 4.5.1/5.5.1) and vacuum cleaners for power tools (see Cat. 4.51/5.51)

#### Excluding:

Pumps without electric motors, equipment weighing at least 2000 kg



## 5.58 Medical, veterinary, livestock and laboratory equipment exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included  
€ ~~0,1210~~  
0,0800

VAT Excluded  
€ ~~0,1000~~  
0,0661

For appliances with an external dimension > 50 cm see Cat. 4.58

For medical devices, see Regulation (EU) 2017/745 (MDR) of the European Parliament and the Council of 5 April 2017 and Regulation (EU) 2017/746 (IVDR) of the European Parliament and the Council of 5 April 2017

#### Examples:

Surgical and rehabilitation devices, dental and optical instruments, instruments for chromatography or other separation techniques, veterinary radiography, sterilisation and cleaning equipment, pulse oximeters, centrifuges

#### Excluding:

Blood glucose meters

## 5.59 Measuring and control equipment exclusively for professional use ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included  
€ ~~0,1210~~  
0,0800

VAT Excluded  
€ ~~0,1000~~  
0,0661

For appliances with an external dimension > 50 cm see Cat. 4.59

#### Examples:

Multimeters, handheld equipment for frequency simulation and verification, temperature, RF, current, voltage, light, etc., single meters for frequency, temperature, RF

#### Except:

Automotive measuring equipment (see Cat. 4.56/5.56), single ampere, voltmeters, and ohmmeters (see Cat. 5.7)

## 5.60 Vending machines (uncooled) ≤ 50 cm

### Professional appliances, with administrative contribution

VAT Included  
€ ~~0,1210~~  
0,0800

VAT Excluded  
€ ~~0,1000~~  
0,0661

For appliances with an external dimension > 50 cm see Cat. 4.60

#### Examples:

Slot machines, ATMs, photo machines, cigarette vending machines

#### Except:

Vending machines for hot drinks (see Cat. 4.60)

## 5.61 Non-autonomous CO and gas detectors ≤ 50 cm

	VAT Included	VAT Excluded
<b>Professional appliances, with administrative contribution</b>	€ <del>0,1210</del> <u>0,0800</u>	€ <del>0,1000</del> <u>0,0661</u>

---

All non-autonomous CO and gas detectors

## 5.62 Reversing cameras, blind-spot cameras, park-assist systems ≤ 50 cm

	VAT Included	VAT Excluded
<b>Professional appliances, with administrative contribution</b>	€ <del>0,3630</del> <u>0,0800</u>	€ <del>0,3000</del> <u>0,0661</u>

---

All reversing cameras, blind spot cameras, park-assist systems

## 6

### Small IT and telecommunication equipment (external dimension ≤ 50 cm)

#### 6.1 ICT and office equipment ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,1500	VAT Excluded € 0,1240
---	--------------------------	--------------------------

##### Examples:

Projector (screens), scanners, paper shredders, printers, headsets sold separately (other than for gaming), control panels without screen, smartphones, webcams, remote controls sold separately, wearables/smartwatches, docking stations sold separately, computer keyboards sold separately, computer mice sold separately

##### Except:

Telecom equipment with screens > 100 cm<sup>2</sup> (see Cat. 2.4), cartridges (see Cat. 4.5.2/5.5.2), battery chargers, power adapters, cables, and power strips (see Cat. 4.5.1/5.5.1)

##### Excluding:

Internal memories to be built in, USB sticks, electronic cards with chips, RFID tags, component of printer (e.g. drum unit), component of computer (e.g. motherboard)

#### 6.2 (Fire) alarm systems, access control and intercom systems for domestic use ≤ 50 cm

<b>Household appliances, with 'all-in' contribution</b>	VAT Included € 0,1500	VAT Excluded € 0,1240
---	--------------------------	--------------------------

##### Examples:

Doorbells, surveillance cameras, central (fire) alarm units, control panels without screen, intercom systems

##### Except:

Motion sensors (see Cat. 5.14), push buttons (see cat. 5.14)

##### Excluding:

Sirens, magnetic contacts (for windows and doors)

#### 6.50 ICT and office equipment exclusively for professional use ≤ 50 cm

<b>Professional appliances, with administrative contribution</b>	VAT Included € <del>0,1240</del> <u>0,0800</u>	VAT Excluded € <del>0,1000</del> <u>0,0661</u>
--	--	--

For appliances with an external dimension > 50 cm see cat. 4.63

##### Examples:

Printers, cash register systems, letterboxes, rack units, store labels, back-up equipment, barcode scanners, drones

##### Except:

**6.51 (Fire) alarm systems, access control and intercom systems exclusively for professional use ≤ 50 cm**

**Professional appliances, with administrative contribution**

VAT Included

€ ~~0,1210~~  
0,0800

VAT Excluded

€ ~~0,1000~~  
0,0661

Examples:

Surveillance recorders, badge readers, security cameras requiring additional installation and/or modification

Except:

Intercom systems (see Cat. 6.2)

Excluding:

Road barriers, road poles

## ADDENDUM TO THE ENTRY AGREEMENT

This addendum serves to designate an authorised representative within the meaning of article 17 of the European Directive 2012/19/EU on waste electrical and electronic equipment.<sup>1</sup>

This addendum is concluded between [ Ortofon A/S ], whose registered office is at [ <sup>Stavangervej 9,</sup>  
4900 Nakskov, Denmark ], hereafter ‘Principal’ and Recupel vzw, whose registered office is at 1030 Brussel / Bruxelles, Bd. Auguste Reyerslaan 80, hereafter ‘Authorised Representative’.

The Principal confirms to qualify as a producer in the meaning of article 3, f) of the Directive.

The Authorised Representative and the Principal have agreed that Recupel vzw will act as authorised representative in the meaning of article 17 of the Directive.

The parties state and confirm that this takes place under the following conditions:

\*       \*  
  
\*

- (1) The Authorised Representative agrees to undertake all the appropriate steps required to establish the membership of the Principal of the collective system organised by the Management Body. Accordingly, the Authorised Representative shall sign the Entry Agreement in the name and on behalf of the Principal. As a result of this addendum, the Authorised Representative is deemed to exercise, in the name and on behalf of the Principal, all obligations that are incumbent on the Principal on the Belgian territory under the Entry Agreement, the Legal Framework and, as the case may be, pursuant to a mandate.
- (2) The Principal states that he has signed the Entry Agreement in his own name in order to underline his express consent with these conditions and, superfluously, to confirm all the legal obligations included in the Entry Agreement as being applicable to himself.

Thereby the Principal acknowledges explicitly that he is aware of the current conditions for adhesion to the Management Body. More precisely, the Principal acknowledges explicitly that he is aware of the obligation to file a retroactive declaration and to pay the contributions as a result of that and he confirms that he will fulfil these obligations to the extent they are applicable to him.


- (3) The Principal acknowledges that, in the relationship with the Authorised Representative, he is solely liable to all obligations that arise out of the actions of the Authorised Representative within the boundaries of this mandate. The Authorised representative cannot be held liable by the Principal in any way for the fulfilment of the obligations and actions that the Authorised Representative has committed to or undertaken in the name and on behalf of the Principal.

---

<sup>1</sup> Hereafter: ‘the Directive’

- (4) The Principal and the Authorised Representative agree that all factual obligations that arise out of the Entry Agreement with the Management Body have to be fulfilled by the Principal on his own responsibility. The Authorised Representative is not liable for the fulfilment of these obligations nor for the control on the practical implementation of them.
- (5) To the extent that the Principal is not yet in the possession of a signed mandate form as made available by the Authorised Representative, indicating that the Belgian importer/producer agrees with the delegation of his obligations to the Principal, the Authorised Representative reserves the right to request a signed mandate form at any time. In the absence of or in case of a later withdrawal of approval by the Belgian importer/producer, the Management Body may decide unilaterally that the Principal is not (or no longer) allowed to take over the obligations of the Belgian importer/producer in the context of the Entry Agreement.
- (6) The Authorised Representative is entitled to use all information in her possession for the purpose of communication to the Management Body and/or the Belgian importer/producer, whose reporting obligations and obligation to pay the Recupel contribution have been delegated to the Principal, if the Principal does not fulfil these obligations.
- (7) The parties may terminate the current agreement in accordance with article 12 of the Entry Agreement.

Made up at [Hamburg] on [16 January 2023], in two originals, each party acknowledges having received one original.



**take e way**  
take-e-way GmbH  
Schlossstraße 8 a • 22041 Hamburg  
Tel. +49 (0)40 75 05 87-0

Melek Ceker, take-e-way GmbH

[ ]

\_\_\_\_\_  
The Authorised Representative,  
Recupel VZW



Reserved for Recupel	
Date	
Number	

**Ortofon A/S**

Stavangervej 9

DK - 4900 Nakskov

**RECUPEL ASBL**

Bd. Auguste Reyers 80

Diamant Building - S5

BE - 1030 BRUXELLES

Ref: DCL/DS221v1/18774

Brussels, 10/01/2023

**Subject      General terms and conditions for membership in the collective Recupel system**

Madam, Sir,

We hereby confirm our request for membership to the following product categories:

**5.4.1      Audio and video equipment ≤ 50 cm**

We declare to have read the Terms and Conditions for membership to the Recupel system (DS23v3 201104) and we declare our agreement with these conditions.

We declare that the information provided in the Identification Sheet is complete and correct and we undertake to inform Recupel any modifications. We undertake to inform Recupel of any subsequent changes.

For approval,

Nielsen Henrik A.



**take e-way**  
take-e-way GmbH  
Schlüsselstraße 8 a • 22041 Hamburg  
Tel. +49 (0)40 75 03 97-0  
Melek Ceker, take-e-way GmbH

Annex: Identification Sheet



# IDENTIFICATION SHEET

## Exploitation seat

Company name	Ortofon	Name	Ceker
Address	Stavangervej 9	First name	Melek
Municipality	DK - 4900 Nakskov	Function	
Website		Telephone	+4940750687275
E-mail	international@take-e-way.de	Mobile phone	
Telephone	+4940750687275	E-mail	international@take-e-way.de
Fax		Language	English
Establishment date	01/01/1947	Sex	Female
IBAN account number	DE59213522400134960624 NOLADE21HOL		
Vat number	DK17015028		

## Headquarters

Address	Stavangervej 9	Name	Nielsen
Municipality	DK - 4900 Nakskov	First name	Henrik A.
		Function	CEO
		Telephone	+4940750687275
		Fax	
		E-mail	international@take-e-way.de
		Language	English
		Sex	Male

## Invoice address

Address	Stavangervej 9	Name	Ceker
Municipality	DK - 4900 Nakskov	First name	Melek
		Function	
		Telephone	+4940750687275
		Mobile phone	
		E-mail	international@take-e-way.de
		Language	English
		Sex	Female



**Billing address**

Address	Schlossstr. 8 d-e	Name	Ceker
Municipality	DE - 22041 Hamburg	First name	Melek
		Function	
		Telephone	+4940750687275
		Mobile phone	
		E-mail	international@take-e-way.de
		Language	English
		Sex	Female

**DeclarationData**

		Of
5.4.1	Audio and video equipment ≤ 50 cm	01/2022

Type	Importer / manufacturer
Declaration system	Quarterly
Internet sales	No
Other than internet sales	Yes

# ENTRY AGREEMENT TO THE RECUPEL COLLECTIVE SYSTEM

This Entry Agreement applies between Recupel and the Co-contractor. The two contracting parties are hereafter referred to jointly as “the Parties”.

## 1. Definitions

### Administrative contribution

Recupel contribution for the costs of reporting, communication, prevention, awareness-raising and the general operating costs within the framework of the Take-back obligation for Professional and Household WEEE.

### All-in contribution

Recupel contribution that includes both the Administrative contribution and the costs for the collection, pickup, sorting, transport, treatment and preparation for reuse of Household (W)EEE.

### Appliance List

List of EEE for which Recupel fulfils the WEEE Take-back obligation and for which the corresponding Recupel contribution is owed. By concluding this Entry Agreement, the Co-contractor consents to any modification in the Appliance List commencing on the date of entry into effect of this modification. The Co-contractor confirms having taken knowledge of the Appliance List by the publication thereof on the Website specified by Recupel.

[Click here in order to consult the appliance lists](#)

### Authorised Representative

Legal or physical person designated by the Co-contractor established outside of Belgium that brings EEE onto the Belgian market, and which represents him in Belgium as contact point vis-à-vis Recupel.

### Co-contractor

The entity or the person that Markets EEE in Belgium or that Exports EEE (in accordance with the conditions of article 5 of this Entry Agreement) and that wishes to fulfil its/his Take-back obligation by becoming a member to the Recupel collective system, with which it/he concludes this Entry Agreement.

### EEE

Electrical and electronic equipment as referred to in the Legislation, however, in the context of this Entry Agreement only to the degree that and for the period for which they are included on Recupel’s Appliance List, available on the Website specified by Recupel.

### Entry Agreement

This framework agreement for becoming a member to the Recupel collective system, including all addenda and appendices, as well as any subsequent modifications to this framework agreement.

### Environmental Policy Agreement

Any agreement between one of the regions, on the one hand, and one or more coordinating, representative organisations of companies on the other, regardless of the name given to such an agreement, as well as any similar instrument, in implementation of which Recupel fulfils the Take-back obligation imposed by the Legislation. The applicable Environmental Policy Agreements are published on the Website specified by Recupel.

### Export / Exporting

The physical shipment of EEE outside of Belgian territory.

### Household EEE

Appliances that are not exclusively intended for a professional environment and whose intended use is domestic, as classified in Recupel's Appliance List, available on the Website specified by Recupel.

### Legislation

Legislation concerning the WEEE Take-back obligation. The applicable Legislation is published on the Website specified by Recupel.

### Management Body

The joint body within the meaning of the Legislation that fulfils the WEEE Take-back obligation imposed by the Legislation on behalf of the Co-contractor. Through 31 December 2022, Recupel Audio-Video npo, LightRec npo, MeLaRec npo, Recupel ICT npo, Recupel E.T. & GARDEN npo, Recupel SDA npo and B-W-REC npo – depending on the case – qualified as Management Bodies. As of 1 January 2023, Recupel npo qualifies as Management Body (hereafter referred to as "Recupel" in this Entry Agreement).

### Marketing

The action whereby the appliance imported into or produced in Belgium, whether or not new, is for the first time (i) sold, rented, leased or made available to a third party in Belgium or (ii) is intended for own use (as further explained on the Website specified by Recupel). This action can be taken by e.g. a producer, importer, distributor, wholesaler, retailer, online seller (including sale via online platform).

### Professional EEE

Appliances that are exclusively intended for use in a professional environment and whose intended use is professional, as classified in Recupel's Appliance List, available on the Website specified by Recupel.

### Recupel

Recupel is the collective system established by the producers of EEE which, on the basis of this Entry Agreement, fulfils the Take-back obligation imposed by the Legislation for WEEE on behalf of the Co-contractor.

### Recupel contribution

Contribution to be paid by the Co-contractor per Marketed EEE for the services of Recupel. The Recupel contribution can take the form of an All-in contribution or an Administrative contribution.

### Take-back obligation

The Legislation imposes on producers of WEEE a legal Take-back obligation as part of the expanded producer responsibility. The Legislation provides that one of the ways to satisfy this Take-back obligation is by concluding an Environmental Policy Agreement and by becoming a member to a collective system (*in this case* Recupel).

### Website specified by Recupel

Recupel publishes all information and documents within the framework of this Entry Agreement on the website <https://www.recupel.be/en> or any other website replacing it and whose address is communicated to the Co-contractor in accordance with the procedures provided for in this Entry Agreement.

### WEEE

Waste electrical and electronic equipment as referred to in the Legislation, however, in the context of this Entry Agreement only to the degree that and for the period for which they are included on Recupel's Appliance List, available on the Website specified by Recupel.

### WEEE Report

The annual reporting concerning the pickup, transport, depollution, preparation for reuse or the treatment and recycling of WEEE that must be done by each Co-contractor of Recupel for the preceding calendar year.

## **2. Framework Agreement**

This agreement forms a general framework within which Recupel is prepared to provide its services within the context of the Take-back obligation resting on the Co-contractor, subject to the Co-contractor's fulfilment of his obligations.

The more detailed elaboration of the provisions of this framework agreement, which set forth the conditions under which Recupel's services can be called upon, can be found on the Website specified by Recupel.

## **3. Services provided by Recupel within the framework of the Take-back obligation imposed by the Legislation and Environmental Policy Agreements**

### **a. General**

By signing the Entry Agreement, the Co-contractor becomes a member to the Recupel collective system. The Co-contractor remains personally liable for the obligations that are not covered by the collective system.

Recupel undertakes to strictly comply with its obligations based on the Legislation and the Environmental Policy Agreements.

## **b. Services for Household EEE**

Recupel assumes responsibility for the collective organisation of the services of collection, pickup, sorting, transport, treatment, preparation for reuse and recycling of Household (W)EEE, reporting and provision of information to the authorities, prevention and awareness-raising in accordance with the Legislation and Environmental Policy Agreements.

The services for Household EEE are provided in exchange for payment of All-in contributions.

## **c. Services for Professional EEE**

Recupel assumes responsibility for the reporting to the competent bodies and provision of information to the authorities, prevention and awareness-raising in accordance with the Legislation and the Environmental Policy Agreements.

The services for Professional EEE are provided in exchange for payment of Administrative contributions.

## **d. Declaration portal**

Recupel makes an online declaration portal available to the Co-contractor on the Website specified by Recupel for the performance of its services.

## **e. Product question**

The Co-contractor can send a product question to Recupel concerning the proper qualification of EEE in accordance with the Appliance Lists in the following way:

- The product question form made available on the Website specified by Recupel;
- The general address [declarations@recupel.be](mailto:declarations@recupel.be).

The product question must be explained in detail by the Co-contractor. Recupel may demand additional information in order to supplement the submitted question.

The product questions are always answered in accordance with the provisions of the Entry Agreement in effect at that moment, the Legislation and Environmental Policy Agreements and Recupel's Appliance Lists in force at that moment. The response is made for the specific situation to which the product question relates and can thus only apply vis-à-vis the questioning party or his legal successors with regard to the specific situation forming the object of the product question.

Responses to questions for information posed and handled in another way than the aforementioned, information on the pages of the Website specified by Recupel, as well as the product search function on the Website specified by Recupel are provided purely by way of information and do not bind Recupel.

## **f. Transfer of administrative tasks by Recupel**

Recupel may outsource to one or more other entities services involving the declaration, collection of invoices and audits with respect to the Recupel contributions to be paid as well as other administrative services of the collective system. However, these entities must always assume a duty of confidentiality.

## 4. Co-contractor's obligations

### a. General

The Co-contractor undertakes to comply with all of the obligations resting upon him by virtue of this Entry Agreement, as well as with obligations pursuant to the Legislation and Environmental Policy Agreements that were not expressly transferred to Recupel by this Entry Agreement.

### b. Communication of data

#### Update of company data and contact persons

The Co-contractor undertakes to fully and accurately communicate his data to Recupel via the declaration portal and via the identification form and ensures that he will immediately inform Recupel of any change in the data (or adapt them himself).

This obligation applies for both the data of the company ("the Co-contractor"), and for the data of the contact persons who were designated to represent the Co-contractor for the declarations, audits, invoicing and the WEEE Report.

Recupel cannot be held liable for any harm suffered as a result of the late adaptation of these data by the Co-contractor.

Modified data can only be invoked against Recupel if this modification is made via the declaration portal made available by Recupel or via the email address [declarations@recupel.be](mailto:declarations@recupel.be).

If the Co-contractor, due to certain circumstances, does not have access to the declaration portal or wishes to communicate to Recupel other data than those which can be entered on the declaration portal, the Co-contractor must contact Recupel via the contact form available on the Website specified by Recupel or via [declarations@recupel.be](mailto:declarations@recupel.be).

#### Declaration of Marketed or Exported EEE

##### (a) Periodic declaration

The Co-contractor undertakes to submit a full and accurate declaration, on a quarterly basis and at the latest on the 20th day after the end of a quarter, of the Marketed EEE and Exported EEE (within the meaning of article 5 of this Entry Agreement) in the preceding quarter:

- On the declaration page of the declaration portal, the Co-contractor must submit in the "Marketed" column the number of items of EEE, per category, that he Marketed for the period to be declared. For Professional EEE, in addition to the number of items of EEE put on the Belgian market, the total weight per professional category must also be indicated.
- On the declaration page of the declaration portal, the Co-contractor must submit in the "Returnable" column the number of items of EEE, per category, for which he wishes to request a refund for the period to be declared. For professional EEE, in addition to the number of items of EEE for which a refund is requested, the total weight per professional category must also be indicated.

##### (b) Annual declaration

The Co-contractor is obliged to confirm, on an annual basis before June 30th, the accuracy of the annual declaration, on which the periodic declarations submitted for the previous calendar year are summarised, or to indicate the corrections to be made compared to periodic declarations submitted earlier, in the same manner as for the periodic declarations (see above).

The Co-contractor's failure to confirm the accuracy of the annual declaration in the manner requested by Recupel shall be assimilated to approval of the data reported on the annual declaration.

### WEEE Report

The Co-contractor undertakes to report the required information concerning the pickup, transport, depollution, treatment, preparation for reuse and recycling for all WEEE, via the WEEE Report. This reporting must be complete and correct and in accordance with the requirements that Recupel passed on by email to the contact person who is responsible for the WEEE Report, taking into account the applicable obligations under the Legislation and the Environmental Policy Agreements.

Recupel may at any time conduct an audit or have one conducted by an ISO 17020 accredited inspection body in order to verify the accuracy of the information communicated by the Co-contractor. If the Co-contractor has WEEE treated abroad, these volumes must be reported as well, and moreover this treatment must be carried out by a recycler who possesses a certificate indicating that he treats in accordance with the [CENELEC standards](#).

The Co-contractor undertakes to grant access at any time to Recupel or an independent inspection body appointed by it to inspect the depollution, treatment, reporting, preparation for reuse and monitoring process. This audit can be conducted at the sites of the co-contractor, of the subcontractor or of third parties with whom he collaborates. The Co-contractor undertakes to provide full co-operation in the conduct of this audit and shall make all information, data and documents available that may be useful for performing this audit.

If it is established that the Co-contractor has declared incorrect (or no) volumes in the annual WEEE Report, Recupel can impose a fine in accordance with the penalties posted on the Website specified by Recupel. In that event Recupel can also turn the file over to the competent authorities.

## **c. State of Recupel contributions**

Except for the following mentions, the Co-contractor may under no circumstances use the name, the brands, logos or other identification elements of Recupel in his price communications with customers.

If the Legislation and the Environmental Policy Agreements provide for derogations from the following provisions, they always have priority.

### Sale to intermediary

The Recupel contribution for Household EEE must always be legibly mentioned on the invoice and/or receipt and/or any other sale document for each type of appliance separately. This is not required for the Recupel contribution for Professional EEE, although it must be indicated that the Recupel contribution is included in the price. Examples are available on the Website specified by Recupel.

### Sale to end users

For both Household EEE and Professional EEE the Co-contractor must, at a minimum, indicate that the Recupel contribution was paid for the appliances involved and that this is included in the price. Examples are available on the Website specified by Recupel.

### Stating on advertising material

The Co-contractor must transparently inform his customers about the Recupel contributions that apply to the appliances that he sells on Belgian territory. This applies for all forms of advertising in which prices are stated, such as price lists, catalogues, advertising brochures, offers, websites, store shelves, etc. The company is requested to use the mention "Recupel contribution/*cotisation* Recupel/ Recupel *bijdrage* incl./excl." or in short "Recupel incl./excl."

## d. Payment of Recupel contributions

### Payment - general

Becoming a member to the Recupel collective system is free of charge.

In order to enable Recupel to provide its services, the Co-contractor shall pay a Recupel contribution to Recupel, per item of EEE that he Markets in Belgium, with possibly a minimum and/or maximum total amount communicated via Recupel's Appliance List or via the FAQ on the Website made available by Recupel.

The amount of the Recupel contribution owed varies depending on the moment when the EEE are Marketed in Belgium and is stated on Recupel's Appliance Lists. Recupel undertakes to inform the Co-contractor in a timely manner, in accordance with the Legislation and Environmental Policy Agreements and procedures mentioned on the Website specified by Recupel, of modifications of the Appliance List and the time of entry into effect of these modifications.

Unless stipulated otherwise in this Entry Agreement, this payment obligation of Recupel contributions applies as of the day that, for the type of EEE involved, a Recupel contribution was owed in accordance with Recupel's Appliance List through the end of the advance notice period for cancelling this Entry Agreement.

### Invoicing

After expiry of the declaration period the Co-contractor receives an invoice from Recupel.

The Co-contractor accepts that Recupel makes its invoices available to the Co-contractor electronically via the declaration portal. An exception to this is possible provided that a written request is made by the Co-contractor to Recupel.

The Co-contractor must pay these invoices within thirty calendar days after the invoice date in the manner indicated by Recupel. This payment period is shortened to 10 calendar days in case of a fixed invoice as understood in article 7.c. of the present Entry Agreement as well as an invoice drawn up under article 7.d. of the present Entry Agreement. For any amount that is not paid within this period, the Co-contractor shall owe - *ipso jure* and without further formal notice of default - late-payment interest at the legal interest rate as of the invoice date, and this until full payment of the outstanding amount.

On top of this, in case of full or partial non-payment on the due date, a *lump-sum* compensation shall be owed - *ipso jure* and without notice of default - of 10 % on the invoice amount, with a minimum of 125.00 EUR per invoice. Legal fees, including a procedural indemnity, are not included in these liquidated damages and will therefore be claimed additionally from the Co-contractor via a judicial proceeding.



## **e. Further claim**

Recupel reserves the right to make a further claim for Recupel contributions after expiry of a calendar year, yet at the latest before 30 June of the year following the calendar year in question. This further claim can be made if and to the degree that it appears from its annual accounts for the calendar year in question that the Recupel contributions, any reserves and the contributions received for the other services do not cover its expenses of the same calendar year incurred within the context of the WEEE Take-back obligation for a specified product category. The further claim is divided, where applicable, amongst the Co-contractors in proportion to the appliances Marketed by the Co-contractor.

The preceding paragraph has no effect on Recupel's right to make a rectification in application of article 7 of the present Entry Agreement.

## **f. Retroactive membership and prescription of the declaration and payment obligation of Recupel contributions**

The Co-contractor undertakes to submit declarations and to pay Recupel contributions from the date of entry into effect of Recupel's first Appliance List, which includes the EEE marketed by the Co-contractor, except for the period in which the Co-contractor fulfilled the Take-back obligation resting upon him via an approved individual waste management plan with the regions that was fully respected. If the Co-contractor only marketed this EEE as of a later moment than the time when the obligation entered into effect for this EEE, for this EEE declaration must be done only as of that moment. This possible retroactive declaration must be made within two months after acceptance of the Entry Agreement by the Co-contractor.

The retroactively owed Recupel contributions are calculated on the basis of the Appliance Lists such as they applied at the time of the Marketing of the EEE involved. Late-payment interest is charged on these retroactively owed Recupel contributions at the legal interest rate commencing on the date on which the EEE involved normally should have been reported in the periodic declaration. If the Co-contractor cannot demonstrate the time of the marketing, the Recupel contributions are invoiced at the highest rates for the EEE involved in accordance with the Appliance Lists applicable during this retroactive period.

Notwithstanding the foregoing, the Co-contractor is liable for declarations and payment of Recupel contributions going back up to seven calendar years prior to the declaration period that is running at the moment the Co-contractor becomes a member to the Recupel collective system, except for the period in which the Co-contractor fulfilled the Take-back obligation resting upon him via an approved individual waste management plan with the regions that was fully respected.

## **g. Mandates to foreign suppliers**

The Co-contractor can have his declaration obligations and the Recupel contributions payment obligation taken over by one or more foreign suppliers of EEE that fulfil the following conditions and that have concluded an Entry Agreement with Recupel for this purpose.

A foreign supplier can only conclude an Entry Agreement with Recupel subject to meeting the following cumulative conditions:

- (a) the foreign supplier is established in an European Economic Area (EEA) country or undertakes to make himself identifiable in the manner defined by Recupel;
- (b) the foreign supplier has submitted to Recupel a list with details (including the following information: name, address of registered office, enterprise number) of all of his Belgian customers for which he wishes to take over the declaration obligation and the Recupel contribution payment obligation, and undertakes to update this list annually or at Recupel's request;
- (c) the foreign supplier has adequately demonstrated that no risk exists of double declarations of the EEE Marketed in Belgium by the foreign supplier and (one or more of) his customers for which he will declare on the basis of mandates;
- (d) the foreign supplier undertakes to submit annually a breakdown per product category of the annual declaration per Co-contractor for whom he took over the declaration obligation;
- (e) the foreign supplier undertakes to charge and to state the Recupel contributions on his sale invoices to Belgian customers as indicated in article 4.c. of this Entry Agreement;
- (f) the foreign supplier undertakes to adequately inform the Co-contractor, for whom he has assumed the obligations on the basis of the Entry Agreement, of the scope of the mandate and the obligation to give notice of this mandate to Recupel.

In order for the Co-contractor to be able to opposably transfer his obligations vis-à-vis Recupel to the foreign supplier, it is required that the foreign supplier is mandated by the Co-contractor to conclude an Entry Agreement with Recupel with regard to the EEE Marketed by the Co-contractor. This mandate is communicated to Recupel, using the forms that can be requested from Recupel via [declarations@recupel.be](mailto:declarations@recupel.be). This document will be added to the declaration profile of both the Co-contractor and the mandated foreign supplier.

The other provisions of this Entry Agreement apply in full force for foreign suppliers who conclude an Entry Agreement with Recupel.

However, the Co-contractor shall remain jointly and severally liable vis-à-vis Recupel for all obligations resulting from the Entry Agreement and shall continue to authorise audits as stipulated in this Entry Agreement.

## **h. Additional obligations for Co-contractors established outside of Belgium**

Each Co-contractor who is established outside of Belgium must appoint an Authorised Representative within the meaning of article 17 of the EU Directive 2012/19/EU on waste electrical and electronic equipment.

If the foreign Co-contractor has not found an Authorised representative, Recupel can act as Authorised Representative for this Co-contractor. This takes place by signing the addendum to this Entry Agreement in which the relationship between Recupel (as Authorised Representative) and the foreign Co-contractor (Principal) is explained.

This addendum can be requested by the foreign Co-contractor via [declarations@recupel.be](mailto:declarations@recupel.be).

## **5. Refund of Recupel contributions**

### **a. Conditions for refund**

The Co-contractor can request a refund of the Recupel contributions provided that the following conditions are met.

#### Export

The Co-contractor can request a refund of the Recupel contributions he has paid to his supplier for the purchase of EEE or which he paid to Recupel himself when Marketing the relevant EEE if he (subsequently) Exported them.

However, this right only arises provided that:

- (a) the Co-contractor can satisfactorily demonstrate that, when Marketing this EEE, a Recupel contribution was paid by the Co-contractor to Recupel in implementation of an Entry Agreement or to his supplier; and
- (b) the Co-contractor can satisfactorily demonstrate to Recupel that the EEE were indeed Exported (e.g. by means of export documents or transport documents or by means of proof of foreign payment).

The right to get a refund of the Recupel contribution arises at the moment of the sale to natural or legal persons established abroad.

#### Use for assembly

The Co-contractor can request the refund of the Recupel contributions he has paid to his supplier for the purchase of EEE or which he has paid to Recupel when Marketing the relevant EEE, if he assembles this EEE into the EEE within the meaning of the Legislation and this assembly is such that the original EEE purchased with the payment of a Recupel contribution can no longer be used independently from the assembled EEE within the meaning of the Legislation.

However, this right only arises provided that:

- (a) the Co-contractor can satisfactorily demonstrate that when Marketing the purchased EEE he paid a Recupel contribution on this EEE to Recupel in implementation of an Entry Agreement or to his supplier; and
- (b) the Co-contractor can satisfactorily demonstrate the assembly to Recupel.

The right to get a refund of the Recupel contribution arises as soon as the Co-contractor has Marketed or Exported the new assembled EEE within the meaning of the Legislation.

#### Defective appliances sent back to other countries

The Co-contractor can request a refund of the Recupel contributions that he paid to Recupel when Marketing EEE, and which he afterwards took back because of a defect and then sent back to other countries.

However, this right only arises provided that the Co-contractor can satisfactorily demonstrate to Recupel that the defective EEE were indeed Exported (e.g. by means of export documents or transport documents).

## **b. Formalities to be completed and periods for the right to refund**

The Co-contractor can submit a request for refund of Recupel contributions via the 'returnable' column on the declaration forms available on the declaration portal. This request can be submitted preferably in the periodic declaration of the year in which the right arises or at the latest in the annual declaration for this same year.

The obligations included in this Entry Agreement with respect to declaration of Marketed EEE, including the obligation with respect to the annual declaration and the obligation to cooperate in audits, apply *mutatis mutandis*.

## 6. Audits

### a. General

Recupel can have audits conducted at any time in order to verify the accuracy of the information communicated by the Co-contractor. The Co-contractor undertakes to fully cooperate with such audits e.g. by granting access to his premises and all relevant accounting documents (whether or not stored electronically). Recupel can ask the Co-contractor to turn over a copy of these documents to the auditor, who will handle them confidentially (see article 8 of this Entry Agreement).

Audits can be conducted both in the Co-contractor's premises and remotely. In case of remote audits, the Co-contractor must turn over to Recupel the documents requested by the latter, in the manner defined by Recupel, within the set period. Recupel is free to determine whether an audit is conducted on site or remotely.

These audits are carried out by a Recupel representative or by a third party designated for this purpose by Recupel, who are all bound by a duty of confidentiality (see article 8 of this Entry Agreement).

If irregularities are determined as a result of this audit, Recupel is entitled to make rectifications by application of article 7 of the present Entry Agreement.

### b. Audited period - prescription

The right of Recupel to have an audit carried out on the accuracy of the information communicated by the Co-contractor for a specific calendar year is prescribed after seven calendar years calculated as of 1 January of the calendar year in which the audit takes place.

However, the prescription period of the right to have an audit carried out is automatically, without further formalities being required, interrupted if it appears from an audit of the Co-contractor prior to the prescription that the information communicated by the Co-contractor for the relevant period is incomplete or inaccurate. This interruption of the prescription also applies, where applicable, to calendar years following the year in which inaccuracies were found in the information communicated by the Co-contractor.

Any dispute relating to the application of this Entry Agreement submitted to the court competent for this Entry Agreement interrupts the prescription period provided for in this Entry Agreement. A new prescription period of Recupel's right to have an audit performed on one calendar year begins to run, where applicable, on the day that the judicial decision has become final and no longer open for appeal, and this for all calendar years as of the last calendar year for which no prescription had taken effect at the moment the dispute was submitted to the competent court. This new prescription period can be interrupted in accordance with the provisions of the preceding paragraph.

Recupel is entitled to re-audit periods that have already been audited after the closure of the audit as long as this period is not time-barred, even with regard to matters that have already been the subject of previous audits.

### c. Documents to be provided

In view of an audit, the Co-contractor undertakes in accordance with article 6.a. and 6.b. of this Entry Agreement to maintain a thorough file consisting of all of the calculation components and documents necessary for drawing up the declarations. Apart from the accounting documents, these documents include e.g. – but are not limited to – statistics, the calculated numbers per product category at the time of the declaration as calculated by the Co-contractor, the reports requested from an online system for the purpose of reporting, proofs of export, price lists. In case of a change of the online system, the necessary back-up must be provided for.

The Co-contractor shall give Recupel access to the above file and documents when an audit is carried out and shall

furnish, if requested by Recupel, a copy as stipulated in article 6.a. of this Entry Agreement.

#### **d. Audit costs**

Except for the cases listed below, the costs of these audits are borne by Recupel:

- (a) the owed Recupel contributions, calculated on the basis of a random check, exceed by 10 % or more the total Recupel contributions paid for the audited period;
- (b) despite two registered letters, the Co-contractor fails to cooperate with the announced audit;
- (c) the on-site audit agreed between Recupel and the Co-contractor cannot take place due to circumstances imputable to the Co-contractor (e.g. absence or unavailability of the required documents, absence of the Recupel manager, locked doors, etc.);
- (d) the Co-contractor is unable to produce the required documents or to make a copy of them available to the auditor, or refuses to do so.

Where applicable, the audit and/or travel costs, fixed at a flat rate of 2,000 EUR, will be charged to the Co-contractor.

The Co-contractor has the right to request that the declaration be audited by an accredited company auditor, designated by Recupel, instead of by a Recupel representative or by a third party (other than an accredited company auditor) designated for this purpose by Recupel. The costs generated by this audit, fixed at a flat rate of 2,000 EUR, are borne by the Co-contractor.

## **7. Rectifications and sanctions**

### **a. Error in the declaration**

#### Rectification before invoicing

If the Co-contractor notices that the data which he submitted for a particular declaration are incorrect and that this periodic or annual declaration has not yet been invoiced, the Co-contractor can still adjust the declared numbers and weights himself via the declaration portal by making use of the Marketed and returnable columns.

#### Rectification after invoicing

If the Co-contractor notices that the data which he submitted for a particular periodic declaration were incorrect but this periodic declaration has already been invoiced by Recupel, the Co-contractor must contact Recupel via [declarations@recupel.be](mailto:declarations@recupel.be) and provide Recupel with the correct numbers as well as any supporting documents so that Recupel can still adjust the declaration in the declaration portal. An adjusted invoice will be drawn up, to which the provisions of article 4.d. of the present Entry Agreement apply.

## b. Incorrect declaration

If Recupel notes that the Co-contractor submitted an incorrect declaration and the Co-contractor has not had it corrected according to the possibilities mentioned in article 7.a. of this Entry Agreement, Recupel reserves the right to have this declaration rectified in one of the following ways:

- (a) correction in the declaration portal by Recupel;
- (b) the execution of an audit as stipulated in article 6 of this Entry Agreement.

Recupel can, as a result of this rectification, draw up an invoice to which the provisions of article 4.d. of the present Entry Agreement apply.

## c. Late or missing declaration

If the Co-contractor fails to file his declaration for EEE Marketed during the previous quarter or does not do so within the period stipulated in article 4.b. of this Entry Agreement, Recupel shall send a fixed declaration proposal for said period to the Co-contractor, within the period and in the manner indicated on the Website specified by Recupel.

In the fixed declaration proposal, the owed Recupel contributions are calculated on the basis of the average of the three most recent monthly declarations or the most recent quarterly declaration submitted by the Co-contractor, increased by 25 %. If no declarations or merely zero declarations were filed, the owed Recupel contributions will be calculated on the basis of data known to Recupel (e.g. an estimate of the Marketed EEE on the basis of presumptions, fixed invoices already drawn up earlier, etc.).

If the Co-contractor still submits the (correct) declaration for the EEE Marketed in the relevant quarter in the manner prescribed by Recupel within 20 days after receipt of the fixed declaration proposal, the fixed declaration proposal will lapse, as well as the 25 % increase. In this case, on the basis of the declaration made by the Co-contractor an invoice is drawn up to which the provisions of article 4.d. of the present Entry Agreement apply.

If the Co-contractor, within 20 days after having received the fixed declaration proposal, fails to submit a rectification of the fixed declaration proposal in the manner prescribed by Recupel, a fixed invoice is drawn up on the basis of the data communicated in the fixed declaration proposal (including the 25 % increase).

Fixed invoices must be paid within a period of ten days in the same manner as invoices drawn up in accordance with regular declarations. The payment of a fixed invoice does not affect the right of Recupel to claim a higher amount if Recupel is subsequently informed of the correct data to be declared (other than by a declaration by the Co-contractor himself), *ipso jure* and without further formal notice of default or formality, increased by late-payment interest at the legal interest rate as of the date on which the declaration should have been submitted, and this until full payment of the outstanding amount in accordance with the Entry Agreement.

Without prejudice to late-payment interest becoming due, where applicable, the costs associated with the collection of unpaid invoices (e.g. collection agency, bailiff and/or lawyer fees) shall be borne *ipso jure* by the Co-contractor.

#### d. Wrongful charging or reclaiming of contributions

Recupel shall invoice to the Co-contractor Recupel contributions that are wrongly charged or reclaimed by the Co-contractor if the Co-contractor:

- (a) charges Recupel contributions to customers and appears not to pass them on to Recupel; and/or
- (b) charges Recupel contributions for articles of whatever kind that are not included in Recupel's Appliance Lists; and/or
- (c) charges Recupel contributions with application of a higher rate than that provided for in Recupel's Appliance Lists; and/or
- (d) requests refund of Recupel contributions that were never paid to his supplier or to Recupel.

Recupel shall invoice to the Co-contractor, either directly or indirectly, amounts of whatever kind charged by the Co-contractor that wrongly refer to Recupel..

In case of deliberate wrongful charging or reclaiming of the above Recupel contributions or amounts, Recupel is entitled to invoice to the Co-contractor double the wrongly charged or reclaimed Recupel contributions or amounts.

Invoices drawn up by Recupel in accordance with the above provisions are payable within a period of ten days. The relevant invoice amount will be increased - *ipso jure* and without further notice of default or formality - by late-payment interest at the legal interest rate as of the date on which the sums involved were received on the account by the Co-contractor and this until full payment of the outstanding amount in accordance with the Entry Agreement.

The invoice shall lapse if the Co-contractor, within 10 days after drawing up of the invoice in accordance with the above paragraphs, reimburses to his customers Recupel contributions or amounts that were wrongly charged to his customers.

Without prejudice to late-payment interest becoming due, where applicable, costs associated with the collection of unpaid invoices (e.g. collection agency, bailiff and/or lawyer fees) shall be borne *ipso jure* by the Co-contractor.

#### e. Prescription

Recupel's right to implement a rectification as referred to in this article is prescribed after seven calendar years preceding the current declaration period.

Each finding of a late, erroneous or missing declaration as well as the (whether or not deliberate) wrongful charging or reclaiming of Recupel contributions or amounts, in any manner whatsoever, either directly or indirectly, automatically interrupts, and without further formalities being required, the prescription of the obligation to pay the Recupel contributions or amounts owed as a result of the finding as well as those both correctly and wrongly charged or reclaimed. This interruption of the prescription also applies, where applicable, to calendar years following the year in which inaccuracies were found in the information communicated by the Co-contractor.

Any dispute with respect to the application of this Entry Agreement submitted to the court competent for this Entry Agreement interrupts the prescription period provided for in this Entry Agreement. A new prescription period of Recupel's right to implement a rectification of one calendar year begins to run, where applicable, on the day that the judicial decision has become final and no longer open to appeal, and this for all calendar years as of the last calendar year for which no prescription had taken effect at the moment the dispute was submitted to the competent court. This new prescription period can be interrupted in accordance with the provisions of the preceding paragraph.

## 8. Confidential handling of obtained data

Recupel, its representatives and third parties designated by it, undertake to keep confidential all financial or

commercial information that will be entrusted to them by the Co-contractor or of which Recupel may gain knowledge during the execution of the Entry Agreement.

This duty of confidentiality does not affect the information obligation that Recupel has or could have on the basis of the Legislation.

Recupel is authorised to include the name of the Co-contractor in a list of all co-contractors. This list may be used in whole or part in its own publications and/or announcements and may be communicated to the authorities competent for the WEEE take-back obligation. Except for the name of the Co-contractor, the use by Recupel of brands, logos or other identification elements of the Co-contractor, in particular for information purposes, is only possible on the basis of a written authorisation in which the terms of use are defined.

When the agreement with a Co-contractor is terminated, whether at the initiative of Recupel or of the Co-contractor, the reason for the termination may be made public.

## **9. Term of the agreement**

This agreement is concluded for an unlimited term.

## **10. Modification of the agreement**

Recupel reserves the right to unilaterally modify the provisions of this Entry Agreement and the specific provisions of the services at any time, subject to the approval of Recupel's governing body.

Any modification or extension of this Entry Agreement is deemed to form an integral part of this Entry Agreement.

Recupel shall inform the Co-contractor at least one month before the new provisions of the Entry Agreement or any other new service provisions enter into effect, by any means it deems suitable, including an online announcement on the Website specified by Recupel.

If the Co-contractor, as a result of such modifications, does not accept the new Entry Agreement, the Co-contractor may cancel the Entry Agreement within one month after notification of the modifications, via written notification to Recupel with proof thereof. In this case, the advance notice period as mentioned in article 11.a. of the present Entry Agreement does not apply. Under penalty of the sanctions provided for in this Entry Agreement, after notification of cancellation of the agreement, the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the day before the termination of the agreement. The normal audit period provided for in this Entry Agreement continues to run after termination of the agreement. Articles 11.b. and 11.c. also apply in this case.



## 11. End of the agreement

### a. Cases of termination

#### No-fault termination

The Parties may unilaterally terminate the Entry Agreement subject to written notification with proof thereof if:

- The Co-contractor modifies his activity in the field of EEE; or
- The Co-contractor has been declared bankrupt, or has been wound up (other than within the framework of a reorganisation, such as a merger or split-up or an operation assimilated thereto, in accordance with the Code of Companies and Associations or similar legislation of another country); or
- Recupel should be dissolved or should definitively cease its activities (other than within the framework of a reorganisation, such as a merger or split-up or an operation assimilated thereto, in accordance with the Code of Companies and Associations or similar legislation of another country).

Under penalty of the sanctions provided for in this Entry Agreement, after notification of cancellation of the agreement the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the day before the termination of the agreement. The normal audit period provided for in this Entry Agreement continues to run after termination of the agreement.

In addition to the cases referred to above, the Parties may unilaterally cancel the Entry Agreement subject to written notification with proof thereof and subject to observance of an advance notice period of six months. The advance notice period begins to run as of the first calendar day of the month following the date of receipt of the cancellation notice. During this advance notice period the Parties remain obliged to fulfil all obligations on the basis of the Entry Agreement. Under penalty of the sanctions provided for in this Entry Agreement, after the end of the advance notice period the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the end of the advance notice period. The normal audit period provided for in this Entry Agreement continues to run after termination of the advance notice period.

#### Dissolution due to non-compliance

The Parties may *ipso jure* dissolve the Entry Agreement, without further formalities, in the event of any type of non-compliance with the obligations imposed on the basis of this Entry Agreement and insofar as said non-compliance is not remedied within 30 calendar days of receipt of a formal notice of default in which one Party demands that the other Party comply with an obligation under the Entry Agreement.

The formal notice of default must be made, under penalty of nullity, either by registered letter with acknowledgement of receipt or by means of a summons.

Under penalty of the sanctions provided for in this Entry Agreement, after termination of the agreement the Co-contractor is still obliged to confirm the data of the annual declaration for the period up to the end of the advance notice period. The normal audit period provided for in this Entry Agreement continues to run after termination of the agreement.

Without prejudice to any right to compensation of whatever kind, in the event of dissolution due to non-compliance, the sums paid by the Co-contractor remain permanently acquired by Recupel or in the event of dissolution due to non-compliance by Recupel sums unpaid by the Co-contractor remain permanently not due.

## **b. Announcement of the dissolution of the Entry Agreement**

In the event of dissolution of the Entry Agreement, Recupel shall immediately inform the authorities competent for the WEEE take-back obligation thereof in writing.

## **c. End of Recupel's services**

Unless otherwise agreed in writing between the Co-contractor and Recupel, Recupel, after termination of the Entry Agreement, shall no longer be responsible for the execution of the Take-back obligation for WEEE Marketed by the Co-contractor and this regardless of whether the WEEE involved was Marketed during periods for which a valid declaration was submitted of the number of marketed EEE and Recupel contributions were paid.

In principle, Recupel is prepared to conclude a different written agreement with the Co-contractor about the termination of the services if the Co-contractor's individual plan, approved by the authorities competent for the WEEE take-back obligation, provides sufficient guarantees that EEE Marketed during the execution of the individual plan can be distinguished from EEE Marketed during the term of the Entry Agreement.

In the event of termination of the current Entry Agreement, either due to non-compliance or based on no-fault, the Co-contractor shall provide a guarantee to the competent regional authorities from which it appears that the management of WEEE resulting from Household EEE Marketed during the term of this agreement will be financed. The guarantee can be in the form of recycling insurance, a blocked bank account or participation of the Co-contractor in suitable financial arrangements for financing the management of WEEE.

## **12. Applicable law**

This Entry Agreement is governed by Belgian law.

## **13. Disputes**

In case of a dispute regarding the validity, interpretation or execution of this Entry Agreement, the Parties undertake to consult with one another to seek an amicable settlement. In the absence of an amicable settlement, the dispute shall be submitted to the courts.

In case of a legal dispute, the courts of the judicial district of Brussels alone shall have jurisdiction.

## **14. Transitional provisions**

1. Effective 1 January 2023, Recupel takes over from the Management Bodies all rights and duties concluded based on the entry agreements concluded by the Management Bodies. In this sense, each provision in this Entry Agreement that refers to Recupel must also be understood as if it refers to the Management Body.

2. As of 1 January 2023, the Management Body transfers all existing and future claims it holds against the Co-contractor to Recupel. Recupel shall draw up invoices or credit notes in accordance with the periodic declarations submitted by the Co-contractor for the Marketed EEE or for requests for refund of Recupel contributions as well as in accordance with corrections made by the Co-contractor via the annual declaration or in accordance with findings made as a result of an audit performed in application of this Entry Agreement.

## 15. Final provisions

1. Under no circumstances may the Co-contractor transfer the Entry Agreement without Recupel's advance written consent.
2. Barring notification methods specifically provided for in this Entry Agreement, any notification within the framework of this Entry Agreement can be made by any means deemed suitable by Recupel, including an online announcement on the Website specified by Recupel.
3. Unless the Co-contractor already concluded an Entry Agreement earlier with Recupel and consequently the transitional provisions apply, this Entry Agreement shall enter into effect on the date of acceptance of this agreement by the Co-contractor.

This acceptance appears from the communication of a fully completed identification form to Recupel in the manner provided for by this Entry Agreement and shall be confirmed by Recupel by granting access to the declaration portal.

\* \* \*

# Contrat d'adhésion à Fost Plus

Le présent Contrat d'adhésion a été préalablement soumis à la Commission Interrégionale de l'Emballage et approuvé par elle dans le cadre de l'Agrément de Fost Plus. Fost Plus ne peut dès lors accepter aucune modification proposée à l'initiative du Cocontractant au présent Contrat, qui est le même pour l'ensemble des Cocontractants.

Entre les soussignés :

La société de droit belge Fost Plus, une association sans but lucratif, dont le siège social est établi avenue des Olympiades 2 à 1140 Bruxelles, qui a pour numéro d'entreprise 0447.550.872, et qui, pour les objectifs du présent Contrat, est représentée ci-après par monsieur Mik Van Gaever, COO, dûment mandaté à cette fin.

L'association précitée sera dénommée ci-après 'Fost Plus'.

Et

La société Ortofon A/S  
de droit danish, qui a pour forme de société A/S  
dont le siège social est établi Stavangervej 9, 4900 Nakskov, Denmark  
qui a pour numéro d'entreprise  ou, dans le cas d'une entreprise non  
belge, qui a pour numéro de TVA DK17015028 , et qui, pour les  
objectifs du présent Contrat, est représentée ci-après par Henrik A. Nielsen,  
qui a comme fonction CEO, dûment mandaté à cette fin.

Ou

Monsieur \*, madame \* .....  
domicilié(e) à .....  
et faisant commerce sous la dénomination .....  
à .....  
et avec pour numéro d'entreprise

\* (biffer la mention inutile)

La personne morale/physique précitée sera dénommée ci-après le 'Cocontractant'.

Tous deux seront dénommés ci-après les 'Parties'.

Veillez  
parapher



## Article 1 - Objet du Contrat

- 1.1 L'objet du présent Contrat est l'adhésion du Cocontractant à Fost Plus, dans le but de satisfaire à l'Obligation légale de Reprise et d'Information en matière de Déchets d'emballages d'origine ménagère.
- 1.2 Les modalités de la satisfaction à cette Obligation légale de Reprise et d'Information sont plus précisément spécifiées dans les Conditions Générales du présent Contrat.

## Article 2 - Obligations du Cocontractant

- 2.1 Le Cocontractant s'engage à transmettre chaque année à Fost Plus une déclaration des Emballages d'origine ménagère qu'il a mis sur le marché, conformément aux modalités des Conditions Générales du présent Contrat.
- 2.2 Le Cocontractant s'engage à payer chaque année une contribution de financement à Fost Plus. Cette contribution de financement est basée sur la déclaration telle qu'elle est décrite à l'article 2.1 du présent Contrat et sur les tarifs Point Vert, et sera déterminée conformément aux modalités des Conditions Générales du présent Contrat.

## Article 3 - Durée du Contrat

- 3.1 Le Contrat entre en vigueur le 1<sup>er</sup> janvier de l'année calendrier au cours de laquelle le Contrat est signé par les Parties, sauf si le Cocontractant adhère rétroactivement à Fost Plus.
- 3.2 En cas d'adhésion rétroactive du Cocontractant à Fost Plus, le Contrat entre en vigueur le 1<sup>er</sup> janvier de la première année calendrier pour laquelle le Cocontractant ne peut apporter la preuve qu'il n'était pas soumis à l'Obligation de Reprise ou qu'il a satisfait à son Obligation de Reprise soit par l'exécution totale de son obligation, soit par le paiement des amendes qui lui sont infligées par les pouvoirs publics pour cause de non-satisfaction à l'obligation précitée. Cette adhésion rétroactive du Cocontractant est limitée à une période de cinq (5) années calendrier.
- 3.3 Le Contrat est conclu pour une durée indéterminée.
- 3.4 Le Contrat peut être résilié conformément aux dispositions des Conditions Générales du présent Contrat.
- 3.5 Le présent Contrat ne sera valablement exécuté que le jour où la déclaration, dont question à l'article 2.1, sera reçue par Fost Plus. Tant que cette condition n'est pas remplie, le Cocontractant ne pourra invoquer l'existence du présent Contrat à l'égard de tiers et d'autorités publiques.

Veillez  
parapher



## Article 4 - Conditions Générales

- 4.1** Les Conditions Générales du Contrat d'adhésion, telles qu'elles sont publiées sur le Site Web de Fost Plus et jointes en annexe au présent Contrat, font partie intégrante du présent Contrat. Le Cocontractant déclare avoir reçu un exemplaire complet des Conditions Générales préalablement à la conclusion du présent Contrat.
- 4.2** En signant le présent Contrat, le Cocontractant déclare avoir pris connaissance des Conditions Générales et se déclare d'accord avec le contenu de ces Conditions Générales.
- 4.3** Les Conditions Générales de Fost Plus auront toujours priorité sur les Conditions Générales et/ou particulières du Cocontractant.
- 4.4** Fost Plus se réserve le droit de modifier les Conditions Générales du présent Contrat, moyennant une approbation préalable par la Commission Interrégionale de l'Emballage. Toute modification de ces Conditions Générales fait partie intégrante du présent Contrat, sans préjudice de l'application de l'article 4.5 du présent Contrat.
- 4.5** En cas de modification des Conditions Générales, Fost Plus s'engage à remettre par courrier un exemplaire des Conditions Générales modifiées au Cocontractant au moins trois (3) mois et trois (3) jours avant l'entrée en vigueur des Conditions Générales modifiées. Si le Cocontractant n'accepte pas les Conditions Générales modifiées, il peut résilier le présent Contrat dans un délai de trois (3) mois suivant l'envoi des Conditions Générales modifiées au moyen d'une lettre recommandée avec accusé de réception à adresser à Fost Plus.
- 4.6** En cas de résiliation du présent Contrat par le Cocontractant à la suite de la modification des Conditions Générales, le présent Contrat prendra fin un jour avant l'entrée en vigueur des Conditions Générales modifiées.
- 4.7** A défaut de résiliation du Cocontractant, celui-ci est censé approuver tacitement les Conditions Générales modifiées et le Contrat se poursuit.

## Article 5 - Le Logo Point Vert

Par le présent Contrat, Fost Plus accorde au Cocontractant, conformément aux dispositions des Conditions Générales, un droit non exclusif d'usage qui permet au Cocontractant, sans y être contraint, d'apposer le Logo Point Vert tel que défini dans les Conditions Générales sur les Emballages mis sur le marché par le Cocontractant. Ce Logo Point Vert peut être apposé exclusivement sur les Emballages qui font l'objet du présent Contrat moyennant le paiement de la contribution de financement dont question à l'article 2.2 du présent Contrat.

Veillez  
parapher



## Article 6 - Dispositions finales

- 6.1** Le Contrat est régi par le droit belge.
- 6.2** Le Contrat est conclu sur et pour le Territoire de la Belgique.
- 6.3** Le Cocontractant ne peut en aucun cas céder le Contrat à un tiers, sauf accord préalable écrit de Fost Plus.
- 6.4** Le présent Contrat annule et remplace, à partir de la date de l'entrée en vigueur, les contrats écrits et oraux ayant le même objet qui ont été conclus précédemment entre les Parties.
- 6.5** Si une disposition ou une partie d'une disposition du présent Contrat ou des Conditions Générales s'avère nulle, non contraignante ou non opposable ou si le respect de celle-ci ne peut être demandé pour quelque raison que ce soit, les autres dispositions du Contrat demeurent invariablement en vigueur. Le cas échéant, les Parties conviendront de bonne foi d'une disposition qui correspond aussi étroitement que possible aux conséquences juridiques visées de la disposition ou d'une partie de celle-ci, qui aurait été déclarée nulle, non contraignante ou non opposable ou dont le respect ne pourrait être demandé pour quelque raison que ce soit.
- 6.6** En cas de constatation d'une contradiction entre les dispositions précédentes du Contrat et les Conditions Générales, les dispositions précédentes du Contrat priment sur celles des Conditions Générales.

### Pour le Cocontractant

Signature



**take e-way**  
take-e-way GmbH  
Schlossstr. 8 a • 22041 Hamburg  
Tel. +49 (0)40 75 05 97-0  
Melek Ceker, take-e-way GmbH

### Pour Fost Plus

Signature

Nom Henrik A. Nielsen  
Fonction CEO  
Fait à Hamburg  
Le 20 December 2022

Mik Van Gaever  
COO  
Fait à BRUXELLES  
Le .....

Fait en deux exemplaires, chaque partie reconnaissant avoir reçu son original.

Annexe : Conditions Générales

Veillez  
parapher



## ATTACHMENT for the person responsible for the registration

Please sign and return this document to Fost Plus or e-mail it to [business.administration@fostplus.be](mailto:business.administration@fostplus.be), only if the person in question is not specified on the list of contacts included in the letter regarding the launch of the online applications.

Company Ortofon A/S  
with company registration number/VAT number DK17015028  
and Fost Plus membership number .....  
duly represented by Henrik A. Nielsen  
with the following position CEO, duly authorised,  
gives Fost Plus permission to accept the person specified below as the person who is responsible for the registration for the ePack or FostPack online declaration application:  
(Name and surname) Alina Eggert  
(Position) consultant at take-e-way GmbH (service provider for compliance issues)  
(Address) take-e-way GmbH, Schlosstr. 8 d-e, 22041 Hamburg, Germany  
(Telephone number) +49 (0) 40 7506870  
(E-mail address) international@take-e-way.de

For the company

Signature and date

 10/1-23



Please, put this sheet correctly in the envelope in order to have the Fost Plus address clearly shown in the window.

**Fost Plus vzw**  
**Business administration**  
**Olympiadenlaan 2**  
**BE-1140 Brussel**

## Your company's information sheet



Please advise us in writing of any changes to your data during your membership.

### 1. Effective date of your membership

My membership must start from year     , for the following reason:

- My company started its operations during that year.
- My company has existed for a long time but became a party responsible for packaging during that year.
- My company received a mandate with effect from that year. I enclose a copy of the mandate.
- My membership is valid for the last 5 years given that I have been a party responsible for packaging for at least 5 years without having joined Fost Plus. My company has not received a charge from the Interregional Packaging Commission.
- My membership does not have retroactive effect because my company received a charge from the Interregional Packaging Commission. I am attaching a copy of the charge to this information sheet.
- Others: \_\_\_\_\_

### 2. Activity

#### Business sector

Please complete points A, B, C and D if your company is legally responsible for packaging. If you are not a party responsible for packaging go to point 4.

#### A. What is your activity?

Tick if applicable. Several situations are possible.

- I pack products in Belgium under my own brand or without brand (whether or not manufactured in Belgium) (type A party responsible for packaging).
- I have products packed under my own brand in Belgium (type A party responsible for packaging).
- I import directly products packed abroad (type B party responsible for packaging).
- I produce service packaging\* (type D party responsible for packaging).
- I import service packaging\* directly from abroad (type D party responsible for packaging).

#### B. More or less than 300 kg of packaging?

- Every year I put more than 300 kg of one-way packaging (household and industrial) on the Belgian market and I become a member as a party responsible for packaging.
- Every year I put less than 300 kg of one-way packaging (household and industrial) on the Belgian market. I am legally responsible for packaging but I have no take-back obligation. I become a member to be able to place the Green Dot logo on my packaging.

#### C. Mandated foreign suppliers?

- Yes, I have mandated one or more foreign suppliers to declare to Fost Plus in my place the packaging of the products delivered. I attach a list of suppliers to my declaration every year.
- No, I have not mandated foreign suppliers.

#### D. Service packaging\* customers mandated?

- Yes, I have mandated one or more customers to declare in my place (part of) the service packaging\*. I attach a list of customers to my declaration every year.
- No, I have not mandated customers.

\* Service packaging is packaging which is filled and/or packed at the point of sale, generally at the moment of purchase (e.g. check-out bags, bread bags, gift wrapping, etc.).

### 3. Mandated companies

Please complete this part only if you are submitting the declaration on behalf of another company which is legally responsible for packaging.

- I am not based in Belgium and I am submitting the declaration of the packaging of the products which I deliver and invoice directly to my Belgian customer(s) with a non-Belgian VAT number\*\*. I attach a list of customers to my declaration every year.
- I buy service packaging\* from a Belgian supplier and I have received a mandate to submit the declaration for (part of) this service packaging\*.
- I am submitting the declaration
- as parent company for my subsidiary\*\*\*.
  - as holding company for my operating companies\*\*\*.
  - as franchisor for my franchisees\*\*\*.
  - as central buying office for my members\*\*\*.
- I attach a list of mandates to my declaration every year.

\* Service packaging is packaging which is filled and/or packed at the point of sale, generally at the moment of purchase (e.g. check-out bags, bread bags, gift wrapping, etc.).

\*\* If you invoice in Belgium with a Belgian VAT number, as a non-Belgian company, you are responsible for packaging and you must complete point 2.

\*\*\* If you are also yourself responsible for packaging, you must take out a second membership for the packaging for which you are responsible.

### 4. Address and contact details

Name of the company

Legal form

#### Registered office:

Street  Number

Postal code  Community  Country

#### File manager:

Name  First name

Language  Sex  M  F Telephone number

E-mail

#### Invoices may be sent to (if different of file manager and registered office):

Name  First name

Language  Sex  M  F Telephone number

Street  Number

Postal code  Community  Country

E-mail

#### 4. Address and contact details (continuation)

The payment of the invoices will be observed by (only to complete if different of the receiver of the invoices):

Name  First name   
Language  Sex  M  F Telephone number   
Fax   
E-mail

Responsible for the membership (person who signs the contract):

Name  First name   
Function   
Language  Sex  M  F Telephone number   
E-mail

#### 5. Bank information

VAT number  VAT submitted   
IBAN code   
Swift code

Name

Signature

 **takeaway**  
take-away GmbH  
Schlossstraße 8 a • 22041 Hamburg  
Tel. +49 (0)40 75 05 87-0