

THE WASTE MANAGEMENT SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

date

1. DEFINITIONS

- 1.1. **Waste Holder** –
- 1.2. **Waste Manager** - Private Limited Liability Company EMP recycling.
- 1.3. **Waste** shall mean waste of all names and codes that the Waste Manager is entitled to manage (i.e., has registered the relevant waste management activities in the State Register of Waste Managers (“ATVR”) and has permits, licenses and / or other documents required for the relevant waste management activities). The list of Waste Managed by the Waste Manager is published on the Website, as well as the list of Waste Managed by the Waste Manager is available at ATVR (<https://atvr.aplinka.lt>).
- 1.4. **Website** shall mean the website of the Waste Manager at www.emp.lt
- 1.5. **Price list** shall mean the fees and terms of their payment for the buying up / collection of the respective type of Waste and / or its management services in the relevant Collection point of the Waste Manager published on the website of the Waste Manager.
- 1.6. **Agreement** shall mean a separate Waste Management Services Agreement between the Waste Manager and the Waste Holder (collectively referred to as the “**Parties**” and individually as the “**Party**”), consisting of the General Terms and Conditions, the Individual Terms and Conditions (if additionally agreed by the Parties) and the documents referred to in these Terms and Conditions, and / or other annexes.
- 1.7. **Collection point** shall mean a Waste assembling unit, place of business of the Waste Manager and / or other location where the Waste Manager accepts Waste.
- 1.8. Other concepts used in the Agreement shall be understood as defined in the legal acts of the Republic of Lithuania regulating waste management.

2. SUBJECT MATTER OF THE AGREEMENT AND OBLIGATIONS OF THE PARTIES

- 2.1. The Waste Manager undertakes to accept the Waste transferred by the Waste Holder and ensure its final treatment, including its recycling and / or disposal, in accordance with the conditions and procedures provided for in the Agreement, and the Waste Holder undertakes to transfer its Waste (i.e., waste generated in the economic activity of the Waste Holder and / or owned by it) to the Waste Manager.
- 2.2. The Parties agree that only Waste that the Waste Manager has the right to accept, and treat may be handed over for processing and treatment under this Agreement.
- 2.3. Pursuant to this Agreement, the exact quantity (weight), name, code and date of transfer of the waste handed over for treatment by the Waste Holder to the Waste Manager shall be defined based on a case-by-case basis in the Individual Terms and Conditions and / or in the documents approving the acceptance-transfer of Waste, as provided for in Clauses 3.3.1-3.3.2 of the General Terms and Conditions.
- 2.4. In performing the Agreement, the Party undertakes to comply with the requirements of the legislation governing the management of all waste applicable to it, including its transportation and accounting.
- 2.5. By signing this Agreement, the Waste Holder is familiar with the internal rules of the "Elemental Holding" group published on the website <https://emp.lt/en/sustainability/governance/> and undertakes to comply with the provisions of these rules.

3. CONDITIONS AND PROCEDURES FOR THE ACCEPTANCE AND MANAGEMENT OF WASTE

- 3.1. The Waste Manager has the right to refuse to accept waste transferred by the Waste Holder (under any of the following conditions):
 - 3.1.1. if the latter do not comply with the requirements of the Waste Manager established by legal acts and / or the Agreement;
 - 3.1.2. if the conditions of the permits held by the Waste Manager would be violated due to the acceptance of the waste;
 - 3.1.3. if the Waste Holder refuses to sign / compile / approve the Waste Acceptance-Transfer Documents.
- 3.2. Waste can be transferred to the Waste Manager in the following ways:
 - 3.2.1. The Waste Holder shall deliver the Waste to the Waste Manager by selecting the appropriate Collection point (the current list of Collection points receiving the relevant types of Waste is published on the Website);
 - 3.2.2. The Waste Holder shall place an order for the collection of the Waste in accordance with the procedure established by the Waste Manager, which shall be published on the Website,

and the Waste Manager shall ensure the collection and removal of the Waste at the time and under conditions agreed by the Parties (orally, by email or by any means acceptable to all Parties);
 - 3.2.3. in another manner individually agreed by the Parties.
- 3.3. Acceptance-transfer of waste, taking into account the type of waste to be transferred, the status of the Waste Holder (e.g., waste producer, waste manager, etc.) and the applicable legal requirements, shall be formalized by agreement of the Parties in one of the following ways:
 - 3.3.1. by drawing up a document confirming transfer of waste (for example, an invoice, a waste transfer-acceptance certificate, a consignment note (**Accompanying Document**) stating the name, waste code and weight of the transferred waste and the date of transfer). In the latter way, the acceptance-transfer of waste is formalized only if, according to the requirements of legal acts, the Accompanying Document does not have to be prepared using the Unified Product, Packaging and Waste Accounting Information System (**GPAIS**).
 - 3.3.2. by using the GPAIS to form and approve the Accompanying Document and to perform all other GPAIS actions required by law for the transfer of Waste. The Parties shall agree by separate agreement (orally, by email or in any other manner acceptable to both Parties) on the procedure for performing the GPAIS procedures (i.e., which of the Parties forms the Accompanying Document, performs other necessary actions, etc.).
- 3.4. The waste received by the Waste Manager from the Waste Holder shall be managed by the Waste Holder itself and / or it shall ensure the final treatment of the waste at the discretion of other waste managers entitled to carry out the relevant waste management activities.
- 3.5. The Waste Manager has the right to return the waste to the Waste Holder if it turns out that the transferred waste does not comply with the legal requirements and / or the requirements of the Waste Manager, and / or the Waste Manager does not have the right to manage the waste transferred by the Waste Holder. In this case, the Waste Holder undertakes to return the waste at its own capacity and expense within a reasonable time specified by the Waste Manager. If the transfer of waste has been formalized using the GPAIS, the Waste Holder and the Waste Manager undertake to take the appropriate steps in the GPAIS to confirm the recovery of the waste.
- 3.6. The amount of waste transferred to the Waste Manager by the Waste Holder is determined by metrologically checked scales.
- 3.7. The Waste Holder ensures and is responsible for ensuring that the transferred Waste is dry, non-radioactive, and not contaminated with toxic, hazardous, municipal, or other waste.

4. PRICE AND PAYMENT ORDER

- 4.1. The parties agree that, depending on the type of Waste transferred, the Waste Holder shall transfer the waste free of charge or the Waste Manager shall pay the Waste Holder, or the Waste Holder shall pay the Waste Manager.
- 4.2. The price to be paid under the Agreement for the purchase / collection and / or treatment of Waste shall be determined in one of the following ways:
 - 4.2.1. according to the Price List applicable in the respective Collection point and valid on the day of delivery of the Waste;
 - 4.2.2. according to the Individual Terms and Conditions, if the Parties separately agree on other rates and / or payment terms than those provided for in the Price List;
 - 4.2.3. by separate agreement of the representatives of the Parties regarding a specific shipment of Waste, which is concluded by email before the start of each specific transportation / receipt of Waste. In this way, the price is considered fixed when it is approved by both Parties by email (their authorized representatives). Correspondence between the representatives of the Parties provided for in this Clause, which agrees on other rates and / or payment terms than those provided for in the Price List and / or Individual Terms and Conditions, shall be considered an integral part of this Agreement.
- 4.3. The Waste Manager has the right to unilaterally change the Price List. The Waste Holder confirms that it is aware of and agrees that the Price List, the prices for the purchase / collection and / or treatment of the Waste and the terms of their payment are subject to change and that the Waste (its components) at the time of setting the relevant rate has a market value or that value is negative and other circumstances related to market conditions.
- 4.4. The Parties agree that payment for the purchase / collection of Waste and / or its disposal according to the invoice shall be made no later than within 10 (ten) calendar days from the date of invoice unless the Individual Terms and Conditions and / or the invoice provide for another payment term.
- 4.5. If a Party fails to pay the invoice issued in accordance with this Agreement on time, the other Party shall have the right to demand payment of interest in the amount of 0.02 (two hundredths) percent for each day of delay, calculated from the amount not paid on time until full payment. Interest on arrears shall begin to accrue on the day following the due date for payment of the invoice and shall end on the date on which the Party settles in full (inclusive).

5. PROTECTION OF PERSONAL DATA

- 5.1. The waste manager processes personal data in strict compliance with the applicable requirements of the European Union, including the General Data Protection Regulation (EU) 2016/679, and the legislation of the Republic of Lithuania, as well as the instructions of the authorities controlling the processing of personal data.
- 5.2. The principles of personal data processing by the Waste Manager and detailed information on the processing of personal data may be accessed by the Waste Holder in the Privacy Policy, which is published on the Website or by contacting the Waste Manager directly at the contacts specified in the Agreement.

6. SIGNING, VALIDITY AND TERMINATION OF THE AGREEMENT

- 6.1. The Agreement shall enter into force upon signature by both Parties and shall remain in force indefinitely. A Party may sign the Agreement with an electronic signature, an original signature or send a scanned version of the signed Agreement to the other Party. The methods of signing the Agreement chosen by the Parties may differ (i.e., for example, one Party may sign the Agreement with an electronic signature and the other with an original signature, etc.) and therefore the Agreement may not be considered invalid and / or improperly concluded.
- 6.2. The Parties have the right to terminate, supplement or amend the Agreement by mutual written agreement.
- 6.3. Either Party has the right to unilaterally terminate the Agreement by notifying the other Party of the termination of the Agreement in writing not later than 30 (thirty) calendar days in advance.

7. FINAL PROVISIONS

- 7.1. The Waste Holder confirms that the Waste Holder's representative has all the necessary powers to enter into this Agreement and that he understands that the Waste Manager enters into this Agreement with confidence in the said Holder's approval (i. e. without a separate verification of the correctness of the approval). The Waste Holder bears all responsibility and risk if the confirmation referred to in this paragraph is found to be incorrect.
- 7.2. This Agreement shall be construed and applied in accordance with the law of the Republic of Lithuania.
- 7.3. Any controversy or dispute between the Parties in connection with this Agreement shall be settled by the friendly efforts of both Parties. If the Parties fail to reach the agreement, any dispute, controversy, or requirements arising from the Agreement or related thereto shall be resolved before the competent court of the Republic of Lithuania.
- 7.4. In the event of any inconsistency between the text of the Individual Terms and Conditions of the Agreement and the text of the General Terms and Conditions, the provisions of the Individual Terms and Conditions shall prevail.

8. DETAILS AND SIGNATURES OF THE PARTIES

	WASTE HOLDER	WASTE MANAGER
Title / name surname:		UAB EMP recycling
Address of registration:		Galinės Str. 7, Galinės vil., Vilnius dist., LT-14247, the Republic of Lithuania
Code of natural person / legal entity:		124824426
VAT payer's code:		LT248244219
Bank account number:		LT80 7300 0101 1371 4141
Telephone:		+370 52437153
Email:		info@emp.lt
Email for invoicing:		info@emp.lt
Email on contract enforcement issues:		
Position of the representative:		CEO
Name, surname:		Darius Valeika
The basis of representation:		Articles of association
SIGNATURES OF THE REPRESENTATIVES:	<hr/> <p>(signature)</p>	<hr/> <p>(signature)</p>