

*Unofficial English translation from the Slovak original*

## **General Refund Terms of the Eltma Collective Scheme**

### **1. REFUND OBLIGATION**

#### **Collective Scheme**

- 1.1. ELT Management Company Slovakia s.r.o. (“**Eltma**”) is an extended producer responsibility organisation and operator of a non-profit system of collective management (the “collective scheme”) for the take-back of tyres. The tyres producers under the Waste Act that are the participants in the Eltma collective scheme perform, through Eltma, their respective statutory obligations of the take-back of tyres for which they pay a recycling fee to Eltma.

#### **Refund Obligation**

- 1.2. Eltma hereby determines the General Terms of Refund of the Eltma Collective Scheme (the “**GTR**”) in the form of this proposal to enter into an agreement on the refund of recycling fees (the “**Refund Agreement**”). Upon meeting the conditions stipulated herein, Eltma undertakes to return the recycling fees.

### **2. TERMS OF REFUND**

#### **Exportation and Return of Tyres**

- 2.1. Eltma will return the recycling fees to an applicant who will prove to them, without reasonable doubt, that the relevant tyres, for which the recycling fee was paid to Eltma, will not become a waste in the territory of the Slovak Republic due to the fact that the applicant or third person (exporter) exported the tyres into a third country after they had been put on market or delivered them to another member state in the European Union. This does not apply to used and waste tyres,. Similarly, Eltma will return the recycling fees to an applicant who will prove to them, without reasonable doubt, that the tyres put on the market were returned to them, especially as part of a warranty claim, and that they ensured another treatment of such tyres in compliance with generally binding legal regulations at their own expense.

#### **Applicant and Creation of a Refund Agreement**

- 2.2. An application for the refund of the recycling fees can be submitted only by a participant in the collective scheme. By means of delivery of an application for refund to Eltma, a refund agreement is concluded between Eltma and the applicant.

#### **Filing the Application for Refund**

- 2.3. The applicant will deliver the application for refund to Eltma at the latest by the end of the calendar year following the calendar year in which the tyres were put on the market, as a rule via the Eltma Information System, or in another manner in the form determined by Eltma. A related affidavit forms a part of the application for refund, and, among other things, the applicant also undertakes to ensure financial settlement with the exporter in connection with the recognition of the refund. The applicant is entitled to apply for a refund of the recycling fees in a year, in which the tyres have been put on the market, only if the weight of tyres, for which applies for the refund, exceeds 15 000 kilograms. If the weight of the tyres in the application does not exceed this limit, the application can be filed after the

end of the calendar year, in which the tyres have been put on the market, for all tyres or any remaining tyres put on the market in that year, together.

#### **Documentation of meeting the conditions**

- 2.4. Together with filing the application for refund, the applicant will deliver to Eltma an auditor's report drawn up by an auditor selected by the applicant upon the request and at the expense of the applicant by means of which the auditor will confirm:
- a) In the case of the exportation of tyres/their delivery to another member state:
    - that bank and invoice documents prove the payment of the recycling fees to the bank account of Eltma;
    - that exportation, shipping and customs documents prove the realisation of the export and delivery of the tyres;
    - that invoice documents prove the transfer of ownership of the tyre between the Eltma participant who paid the fee and other subjects up to a person applying for the refund and that expenses for the take-back of tyres, their transport and treatment are displayed separately;
    - that contractual, invoice, exportation and other related documents prove that the tyres were not used prior to the exportation; and ,
    - that an exporter received the payment for the tyres from a foreign purchaser.
  - b) In the case of the return of tyres (especially due to a warranty claim):
    - that a credit note proves the return of the already (as part of the purchase price) paid recycling fee to a consumer who returned the (claimed) tyres to the applicant; and
    - that a confirmation on the provision of processing or another treatment of tyres demonstrates the provision of processing or another treatment of the tyres in compliance with the Waste Act at an applicant's own expense.
- 2.5. In the information system Eltma or at [www.eltma.sk](http://www.eltma.sk), Eltma provides a sample of the auditor's report in which they will specify the procedures of verification of the performance of the refund conditions and circumstances that have to be checked and confirmed by the relevant auditor. The auditor's report delivered by the applicant has to meet the requirements determined by this sample.
- 2.6. The applicant which files an application for refund of the recycling fees for the tyres that were not put on the market by the applicant, will deliver to Eltma, together with filing the application for a refund and auditor's report, confirmation of putting tyres on the market by the participant that had put tyres on the market. This confirmation shall be drawn up in accordance with the template provided by Eltma with annexed list of tax documents on the basis of which the tyres in question were put on the market, including the information required in the binding template provided by Eltma. The binding template confirmation is available in the Eltma information system or at [www.eltma.sk](http://www.eltma.sk).
- 2.7. Eltma reserves the right to also require other not herein specified documents to prove the performance of the terms of refund in all cases of the applications for refund.

#### **Application Assessment**

- 2.8. Eltma, without further action, will not grant, in writing, an application for refund that was not filed on time or in the form other than was due, does not meet the other set-out conditions, or if the applicant does not supplement it with the relevant documents in the relevant time. In such a case, Eltma will inform the applicant in writing, without undue delay, that they did not grant the application. In other cases, Eltma will assess the application within three months from receiving the application and all documents. Within the same time-limit, Eltma will inform the applicant in writing whether they met the conditions for the refund and the application is complied with, stating the amount of the refund

granted, or whether they did not prove meeting the conditions of refund and the application is not granted, stating the reasons.

#### **Measures to Avoid a Repeated Reporting of Tyres Exportation**

- 2.9. The applicant is obliged, in addition to the application for refund and auditor's report or the relevant documents to prove meeting the conditions, to also deliver to Eltma an auditor's report by means of which the auditor will confirm that the exported/delivered tyres, by which the exporter, that was at the time of export/delivery producer under Waste Act and was not Eltma's participant, decreased, as the case may be, the amount of the tyres put on market in an annual report on tyres and waste tyres management provided to the Ministry of Environment, are different from those against which the refund is sought.
- 2.10. If the applicant submits an application for refund by 28 February of a calendar year following the calendar year in which the tyres were put on the market, the applicant shall submit an auditor's report pursuant to the previous paragraph by 30 April at the latest. If the applicant submits an application for refund after 28 February of a calendar year following the calendar year in which the tyres were put on the market the applicant shall submit an auditor's report in accordance with the previous paragraph together with the application for refund. Eltma will adjourn in writing an assessment of the application filed by the applicant pursuant to the preceding clause to a period after delivery of the auditor's report and during this period the time-limits for the assessment of the application do not run. If the applicant does not deliver the required documents on time or does not prove the difference of other exported/delivered tyres that are reported, Eltma will not grant the application in writing, stating the reasons.
- 2.11. Eltma performs a system and specific protection of confidential competition information, which Eltma manages in their activity. In order to avoid reporting the export/delivery of the same tyres in several reports, Eltma reserves the right to share any information from the applications for refund with the relevant public authority bodies.

### **3. REVIEWS AND CONTRACTUAL PENALTIES**

#### **Audit**

- 3.1. The applicant is obliged to allow audits of the performance of their obligations pursuant to the Refund Agreement, directly by the workers of Eltma, via an auditor or another authorized person. The applicant is obliged to provide Eltma, in carrying out the audits, with all cooperation that can be justly required from them, especially to allow access to their premises, ensure access to related databases and systems, provide accounting documents upon request and other documents necessary for checking veracity of the data stated in the application for refund and in the case of applicants who are not participants in the Eltma collective scheme, also the data given in the relevant report on the performance of take-back obligations. Eltma is obliged to allow the applicant to comment on the findings of the performed review and provide the conclusions of the review to them in writing and without undue delay after the review is carried out. The applicant is obliged to reimburse Eltma for reasonable expenses related to the review in the event the review showed that the terms for refund were not met.

#### **Contractual Penalty**

- 3.2. Eltma is authorised to require from the applicant the payment of a contractual penalty in the amount of EUR 500 for each case of breaching the obligation of the applicant to provide Eltma with all cooperation that can be justly required from the applicant in carrying out the review of the performance of their obligations pursuant to the Refund Agreement, even repeatedly as part of one review.

3.3. Eltma's right to apply a contractual penalty is without prejudice to their right to also seek compensation for damage. If there is a well-founded suspicion that by filing the application for refund, facts of a criminal act of fraud or another criminal act were fulfilled, Eltma will use the application for refund and other information and documents obtained to submit a criminal complaint.

**4. JURISDICTION, DURATION OF PUBLIC OFFER**

4.1. Potential disputes arising from the Refund Agreement will be resolved exclusively by the Slovak court.

4.2. These GTR and a public offer are valid from today. They apply to all applications for refund that will be received by Eltma starting from today.. Eltma can fully withdraw this public offer anytime and change the GTR.

GTR 1.8, 1 January 2023  
ELT Management Company Slovakia s.r.o.