



English translation of the Contract provided for information purposes only.

## **I. FIRST PART: SPECIAL CONDITIONS – IDENTIFICATION OF THE MEMBER**

*(This part of the Contract is completed by the MEMBER in the Portal in the context of its registration request)*

### **I.1.- Information relating to the MEMBER**

**Table 1 – Identification of the MEMBER**

Corporate name	
Address (registered office)	
Post Code	
Town	
Country	
If the registered office is in France: SIRET business number of the registered office  In other cases: Taxpayer identification number following registration with the tax authority in the country where the registered office is established	
Intracommunity VAT number	

Capacity of MEMBER : (tick as many boxes as necessary):

- Producer<sup>1</sup>
- Market Place Operator

---

<sup>1</sup> Previously referred to as a “Marketer”



Representative

### 1.2.- For the MEMBERS acting in the capacity of representative

Identification of each legal entity represented and, for each legal entity represented, please attach an attestation of the instructing party confirming that it granted the representative the authority to register.

Corporate name	
Address (registered office)	
Post Code	
Town	
Country	
If the registered office is in France: SIRET business number of the registered office  In other cases: taxpayer identification number following registration with the tax authority in the country where the registered office is established	
Intracommunity VAT number	



**STANDARD CONTRACT FOR REGISTRATION WITH THE ECO-ORGANISATION  
ACCREDITED FOR CLOTHING, HOUSEHOLD LINEN AND FOOTWEAR PRODUCTS OF  
ARTICLE L. 541-10-1 point 11 OF THE FRENCH ENVIRONMENT CODE**

This concluded contract is composed of two parts:

- I. First part: Special Terms and Conditions
- II. Second part: General Terms and Conditions

**II. SECOND PART: GENERAL TERMS AND CONDITIONS**

(Words starting with a capital letter are defined in article 1 of the general terms and conditions)

**VERY IMPORTANT**

The purpose of the contract is not the recovery by TLC – Refashion of used CHF's collected by the MEMBER or the recovery by Eco CHF Refashion of Unsold Items. It is suggested that the MEMBER contacts Eco TLC – Refashion for information on the other contracts proposed by the eco-organisation for the recovery in distribution of Used CHF's and Unsold Items.

Neither is purpose of the Contract any obligations of the MEMBER in application of titres II (To inform the consumer) and III (To encourage continued reuse and reuse, and the economy of service functionality in the context of the fight against waste) of law 2020-105 of 10 February 2020.



## CONTENTS

Preamble	p. 7
II.1 Common provisions	p. 10
II.1.1 Definitions, Contract purpose, entirety, modification to the General Terms and Conditions, setting and modifying the Eco-Fee Scale and the Modulation Scale	p. 10
Article 1: Definitions	p. 10
Article 2: Contract Purpose	p. 14
Article 3: Entirety, modification to the General Terms and Conditions, setting and modifying the Eco-Fee Scale and the Modulation Scale	p. 15
II.1.2 Membership	p. 17
Article 4: Request for membership, conclusion of the Contract by electronic means	p. 17
Article 5: Effective date, duration, termination and suspension of the contract	p. 21
Article 6: Renewal of the Accreditation, guarantee scheme	p. 24
Article 7: Appointment of a representative for compliance with EPR scheme	p. 26
Article 8: Late Member Registration	p. 27
II.1.3 Registration, prevention plans and eco-design	p. 29
Article 9: MEMBER's Registration	p. 29
Article 10: Prevention plans and eco-design	p. 30
Article 11: Cooperation in the implementation of articles L.541-9 III and L.541-9-1 of the French Environment Code	p. 31
II.1.4.- Final common provisions	p. 33
Article 12: Costs	p. 33
Article 13: Intellectual property rights	p.34
Article 14: Dematerialisation of contractual relations	p. 34



Article 15: Protection of personal data	p. 34
Article 16: Miscellaneous provisions	p. 37
II.2 Provisions specific to the standard membership scheme	p. 39
Article 17: Declaration and verification	p. 39
Article 18: MEMBER's fees	p. 42
II.3 Provisions specific to the simplified membership scheme	p. 48
Article 19: Simplified membership scheme	p. 48
II.4 Provisions applicable according to the MEMBER's capacity	p. 49
Article 20: Coordination between the MEMBER's capacities	p. 49
Article 21: Provisions specific to the Producers or representatives	p. 49
Article 22: Provisions specific to the Market Place Operators	p. 50
III Transitory provisions	p. 51
Article 23: Members prior to 1 January 2023	p. 51



## **PREAMBLE**

Eco TLC - Refashion is an eco-organisation accredited in application of articles L.541-10 and L.541-10-1 point 11 of the French Environment Code.

Article R.541-119 of the French Environment Code lays down that the relations between the eco-organisations and the producers subject to the obligation of extended producer responsibility are governed by a standard contract associated with a tariff scale, in order to deal with producers in objective, transparent and non-discriminatory conditions, and the eco-organisations have the obligation to accept the registration of any producer who makes the request and who accepts the provisions of this standard contract. The draft standard contract with the producers is incorporated into the request for accreditation of eco-organisations.

The Market Place Operators are bound, in their own name, to the obligation of extended producer responsibility for Third-Party Sellers in an illegal situation. The Contract should therefore be extended to the registration of Market Place Operators, by adaptations made necessary by the capacity of Market Place Operator. Eco TLC – Refashion wishes to offer the Market Place Operators the possibility of registering on a provisional basis in order to allow them to facilitate remote sales or deliveries of any Third-Party Seller wishing to join the market place without prior notice, for instance for short-lived or promotional sales. In order to allow each Producer to choose the services for which it concludes an agreement with Eco TLC – Refashion, whilst allowing Eco TLC – Refashion to rationalise its agreements, this standard contract is only intended for registration with Eco TLC - Refashion in the capacity of Producer, Producer's representative or Market Place Operator, thus allowing it to fulfil its obligations solely in this capacity. When it acts in another capacity (for instance in the capacity of supplier, for recovery in distribution of Used CHF) or wishes to benefit from other services (for instance the recovery of Unsold Items), the Producer is invited to conclude one or other of the pertinent agreements proposed by Eco TLC – Refashion for which it is eligible.



Article L.541-10-9 of the French Environment Code, stemming from law 2020-105 relating to the fight against waste and the circular economy, greatly facilitates registration with eco-organisations by commercial organisations functioning with a central purchasing agency, which is a Market Place when the central purchasing agency uses an IT interface with its members, affiliates or franchisees. An authority to represent is also a way of simplifying registration with Eco TLC – Refashion by a single contract with Eco TLC – Refashion concluded by the representative in the name of its affiliates or franchisees. Depending on the complexity of the organisation of supplies and sales of its CHFs on the national market, the party requesting registration is asked to contact Eco-TLC - Refashion in order to identify the simplest way to formalise its membership of Eco TLC – Refashion.

For the Market Place Operators and the representatives, specific auditing methods should be planned allowing equality before the law to be respected and to avoid fraud.

Law 2020-105 of 10 February 2020 notably extended the Extended Producer Responsibility in relation to the obligation of eco-design. Whilst the eco-organisation may encourage eco-design via the Modulation Scale, it cannot technically nor in the light of competition law, take the place of producers in their eco-design obligation. In order to avoid any error in the interpretation of the Contract, the Contract specifies, as necessary, what falls within the scope of the missions of the eco-organisation and those of the producers.

In application of article L.541-10-3 of the French Environment Code and subject to its compliance with directive 2008/98, the Fee of certain Producers may be Negative when the CHFs placed on the market are eligible for the bonuses of the Modulation Scale. According to the Specifications, the bonuses of the Modulation Scale, with their multiplication factor, may be roughly one thousand times greater than the unit tariffs of the Eco-Fee Scale. Eco-TLC – Refashion has among its members thousands of Producers established outside the European Union. Negative Fees could easily attract fictitious importers with their registered office outside the European Union acting on behalf of criminal organisations via registrations and fraudulent virtual declarations on the Portal. This is why, in the



context of bringing Late Registrations as Members into compliance to compensate for the prejudice suffered by the eco-organisation, “*free-riders*” must not be able to demand Negative Fees nor any modulation. Even in the absence of fraud, insufficient assurance of the reliability of justifications for Modulation bonuses could lead to significant increases in Negative Fee, since the recovery of these increases depends on the MEMBER’s solvency when the over-payment is identified at the time of an audit. Taking into account the general interest mission of Eco TLC – Refashion and the need to ensure the proper use of the Fees that it receives, preventive measures must be adopted in respect to Producers benefiting from Negative Fees. These measures may make it necessary for Producers, without an establishment in France, to appoint a representative established in mainland France to facilitate audits and any recoveries of overpayments, to deposit a guarantee upon first request when the Negative Fee exceeds a certain amount, and for there to be no retroactive compliance measures for “*free-riders*” claiming retroactively Negative Fees or Modulations.

The Parties share a common interest in cooperating in order to fight against identity theft or the fraudulent use by others of the Unique Identifiers.

Taking into account the circumstances in which the activity of Eco TLC started up, it made the choice of a time lag of one year between placing CHF’s on the market and the payment of the corresponding Fees. It is necessary to put an end to this difference in timing notably due to the Modulation Scale that will come into force in 2023 with the Specifications. However, in order to avoid the payment of a double Fee in 2023, those joining Eco TLC –Refashion in 2022 will benefit from a “*blank year*” and will only pay in 2023 one Fee for the CHF’s placed on the national market in 2023. Transitory provisions must be included in the Contract to take into account the previous contract of membership of Eco TLC – Refashion in order to allow earlier members to benefit from the same advantage.

The accreditations are issued on a provisional basis for a maximum period of six years, without prejudice to withdrawal or suspension. The contractual relations with the Producers are consequently provisional too.





This having been recalled, the following was agreed:

## **II.1.- Common provisions**

### **II.1.1.- Definitions, Contract purpose, entirety, modification to the General Terms and Conditions, setting and modifying the Eco-Fee Scale and the Modulation Scale**

#### **Article 1: - Definitions**

“*MEMBER*” means the person who concludes the Contract, identified in the special conditions of the Contract.

“*Administration*”: means the minister(s) signatory(ies) of the Accreditation of Eco TLC – Refashion or any other reference minister for Eco TLC – Refashion.

“*Accreditation*” means the certification, according to the meaning assigned in article R.541-86 of the French Environment Code, issued to Eco TLC – Refashion and in force at the time of the performance of the Contract.

“*Late registration member*” means a person who:

- a) has the capacity of TLC Producer and who, before its request to join Eco TLC – Refashion, Placed on the National Market CHFs without having joined an eco-organisation accredited for CHFs and without having implemented an approved individual system (before law 2020-105) or accredited (after law 2020-105) for CHFs, in disregard of article L.541-10 of the French Environment Code (hereinafter Producer in an illegal situation), or
- b) has the capacity of representative and whose instructing party or one of the instructing parties is a Producer in an illegal situation, or
- c) has the capacity of Market Place Operator and which, between 1 January 2022 and its request to join Eco TLC – Refashion, facilitated remote sales or delivery



of CHF of Third-Party Sellers who had not respected their obligation of article L.541-10 of the French Environment Code, without having paid the Fees due for the sales and deliveries made by these Third-Party Sellers to an eco-organisation accredited for CHFs,

*“Eco-fee Scale”* means the tariffs set per unit according to the type, or other characteristics of the CHFs, excluding Modulations, making it possible to establish the Fees of the MEMBER payable to Eco-TLC Refashion in return for its membership.

*“Modulation Scale”* means the bonuses and penalties indicated in article L.541-10-3 of the French Environment Code, per CHF unit and for each of the environmental performance criteria defined by the Administration or by Eco TLC – Refashion, associated, where applicable, with their multiplication factors.

*“Specifications”* means the appendix to the currently applicable decree to which reference is made in article L.541-1 point II of the French Environment Code concerning eco-organisations.

*“Contract”* means this Standard Contract once concluded by the Parties.

*“Standard-Contract”* means this document that is blank or completed by the MEMBER but not yet accepted by Eco TLC –Refashion.

*“Fee”* has the meaning assigned to it in article L.541-10-2 of the French Environment Code. It represents the price paid by the MEMBER for the services rendered by Eco TLC – Refashion in respect to the extended producer responsibility.

*“Negative Fee”* means the MEMBER’s Fee when the Modulation bonuses from which it benefits result in a payment by Eco TLC – Refashion to the MEMBER.

*“Eco TLC – Refashion”* means the company Eco TLC, with the trade name Refashion, a Société par Actions Simplifiée (simplified joint stock company) with capital of € 40 000 whose registered office is located at 4 cité Paradis, 75010 Paris, recorded in the Paris trade register under the number 509 292 801.



*“Unique identifier”* or *“UID”* has the meaning assigned in article L.541-10-13 of the French Environment Code, for the products of article L.541-10-1 point 11 of the French Environment Code, not including their packaging.

*“Managed Unique Identifier”* means the MEMBER's Unique Identifier which is attributed to it in the capacity of Producer or Market Place Operator, or any one of the Unique Identifiers attributed to the Producers which it represents.

*“Unsold Item”* has the meaning assigned to it in article L.541-15-8 of the French Environment Code and is also a CHF.

*“Placing on the National Market, Placed on the National Market”* refers to the fact, in a professional capacity, of manufacturing in France, importing or introducing for the first time in mainland France, in the territorial communities of article 73 of the Constitution<sup>2</sup>, Saint-Martin and Saint-Pierre et Miquelon, of CHFs intended to be transferred for payment or free of charge to the end user by any sales technique whatsoever or to be used directly on the aforesaid territory. In the event that these products are transferred under a retailer's or an instructing party's trademark, the affixing of which results from a contractual document, this retailer or this instructing party is considered to be the one that Places on the National Market. Placing on the National market is an autonomous concept of the French Environment Code, notably independent of Customs Law or Tax Law.

*“Modulation”* has the meaning assigned to it in article L.541-10-3 of the French Environment Code.

*“N-1”, “N+1”* and *“N”* mean respectively the previous year and the following year in relation to the year N, the current year.

*“Market Place Operator”* means any person to which reference is made in article L.541-10-9 first paragraph of the French Environment Code, the expression *“Market Place”* being used generically to refer to all the electronic interfaces referred to non-

---

<sup>2</sup> Guadeloupe, Réunion, French Guiana, Martinique and Mayotte



exhaustively in the aforesaid article L.541-10-9 first paragraph. A Market Place may facilitate remote sales or the delivery of products with professionals<sup>3</sup> or non professionals<sup>4</sup>. A central referencing agency<sup>5</sup>, using an electronic interface to order or have delivered the referenced products, is a Market Place.

*“Party”* means in the singular MEMBER or Eco TLC – Refashion and in the plural the MEMBER and Eco TLC - Refashion.

*“Portal”* means the electronic interface at the Internet address <https://refashion.fr> used for membership requests and giving access to the extranet dedicated to the dematerialised management of relations between Eco TLC – Refashion and the MEMBER (<https://adherent.refashion.fr>).

*“Producer”* has the meaning assigned to it in article R.543-214 of the French Environment Code.

*“CHF”* means products covered by the principle of extended producer responsibility to which reference is made in article L.541-10-1 point 11 of the French Environment Code, excluding their packaging. Non-exhaustive examples of products considered to be CHFs can be consulted on the Portal.

*“Used CHFs”* means CHFs which have been used and which are held by private individuals, whatever the material condition of these CHFs, without prejudice to their legal classification of waste or non-waste.

*“Third-Party Seller”* means a person for whom a Market Place Operator facilitates remote sales or the delivery of CHFs, without this person having at disposal, according to article R.541-167 point 2 of the French Environment Code, a Unique

---

<sup>3</sup> Commonly referred to as “B to B” (Business to Business”) relations

<sup>4</sup> Commonly referred to as “B to C” (“Business to Consumer”) relations

<sup>5</sup> According to INSEE, a central referencing agency does not buy products but only selects products and suppliers from which the network members may purchase them at agreed prices



Identifier issued in its name or a Unique Identifier communicated by the CHF Producer and corresponding to the CHFs proposed for sale or delivery,

## **Article 2: Contract Purpose**

**2.1.-** The purpose of the Contract is to establish the conditions governing the MEMBER's registration with and financial contribution to Eco TLC - Refashion and thus enable an approved organisation falling within the scope of the Accreditation to be set up collectively.

When the MEMBER is a Producer or a Producer's representative, the Contract constitutes the standard agreement required by article R.541-119 of the French Environment Code.

The Contract is based on a Standard Contract, an Eco-Fee Scale and a Modulation Scale identical for all members, making it possible to offer all members objective, transparent and non-discriminatory membership conditions.

**2.2.-** The purpose of the Contract is neither the recovery of Used CHFs in distribution nor the recovery by Eco TLC - Refashion of Unsold Items possibly held by the MEMBER.

Eco TLC – Refashion, acting in its capacity of an eco-organisation assigned its own specific obligations by the French Environment Code and its implementing texts, acts, in the context of the Contract, neither as a representative of the MEMBER, according to the meaning assigned in articles 1984 and following of the French Civil Code, nor on behalf of a MEMBER.

**2.3.-** The purpose of the Contract is not to transfer to Eco TLC - Refashion any obligations of the MEMBER in application of titles II and III of law 2020-105 of 10 February 2020.

Exceptionally, when a provision of the French Environment Code, relating to the extended producer responsibility, or its implementing provisions specify that an



eco-organisation may take the place of the MEMBER in an obligation incumbent on it, fulfil an obligation on behalf of the MEMBER, or assist materially or financially the MEMBER in the fulfilment of its obligation, Eco TLF – Refashion only replaces the MEMBER, fulfils an obligation of the MEMBER or assists the MEMBER if the Contract explicitly provides for this.

**Article 3. – Entirety of the Contract, modification to the General Terms and Conditions, setting and modifying the Eco-Fee Scale and the Modulation Scale**

**3.1.-** The Contract, comprising its special terms and conditions and its general terms and conditions, the Eco-Fee scale and the Modulation Scale to which the Contract refers, represents the entirety of the agreement between the Parties concerning the purpose hereof, and replaces any previous or concomitant, written or verbal, agreement concerning this purpose.

The general terms and conditions of use of the Portal, designed to govern the contractual relations between any person who uses the Portal or consults the pages and who has not concluded the Contract, are not part of the Contract.

The guides, releases and information, whatever the medium, that Eco TLC – Refashion may make available to the MEMBER, its request for accreditation and the advisory opinions of any type instituted by the French Environment Code (hereinafter the “Off-Contract Documents”) are not incorporated into the Contract.

Consequently, each Party waives the right to use off-Contract documents for the performance or interpretation of the Contract.

**3.2.-** When the MEMBER is eligible and concludes other agreements with Eco TLC – Refashion, the Contract is interpreted and performed independently of these other agreements.

**3.3.-** The MEMBER undertakes to update as soon as possible the information provided in the special terms and conditions of the Contract via the Portal.



**3.4.-** Eco TLC - Refashion informs the MEMBER by email clearly indicating in its heading “IMPORTANT – NOTIFICATION”, at least two (2) months before entry into force, or within a reasonable time limit when the modification results from a decision of the Administration which imposes on Eco TLC – Refashion any modification to the general terms and conditions. The modified general terms and conditions are also placed at disposal on the Portal. Failing termination by the MEMBER according to the procedures of article 5, the new general terms and conditions automatically apply to the Contract.

**3.5.-** Setting and modifying the Eco-Fee Scale and Modulation Scale.

The Eco-Fee Scale is drawn up by Eco TLC – Refashion according to its financial needs, this including expenses and liquidity needs, for the organisation and accomplishment of the missions assigned to it by the French Environment Code and its implementing provisions.

The amounts of the Eco-Fee Scale and the dates for payment of the Fees or provisional payments are established and, where applicable, modified in order to allow Eco TLC – Refashion to permanently cover the costs necessary for the organisation and accomplishment of the said missions, and to comply with any new legal requirements, during the expected duration of the Accreditation.

The Modulation Scale is intended to encourage improved environmental performance of certain categories of CHF. It may be partially or totally defined by a decision of the Administration.

No reduction in the MEMBER’s Fee may be granted for quantities of used CHF for which the MEMBER ensures the separate collection and processing.

**3.6.-** Eco TLC - Refashion undertakes to inform the MEMBER at least two months before it comes into force of any modification to the Eco-Fee Scale and any modification to the Modulation Scale by email indicating clearly in its heading the words “IMPORTANT – NOTIFICATION”. The changes to the Eco-Fee Scale and/or the Modulation Scale are made public on the Portal.



**3.7.-** Exceptionally, article 3.6 is not applicable to the modifications to the Eco-Fee Scale and the Modulation Scale when they are laid down by a decree issued in application of the third paragraph of article L. 541-10-3. In this case the modifications apply in compliance with the provisions relating to the entry into force of regulations, without the obligation of advance notice by Eco TLC - Refashion.

## **II.1.2.- Membership**

### **Article 4: Request for membership, conclusion of the Contract by electronic means**

**4.1.-** Any person acting as a CHF Producer, a Marketplace Operator facilitating the remote selling or delivery of CHFs, as a Producer's representative, or in several of these capacities simultaneously, and who, in addition, meets the following conditions, is eligible and may apply to conclude the Standard Contract:

- a) The representative must have the necessary powers to conclude and perform the Contract.
- b) The representative must have the necessary solvency taking into account the fees due by the producers that it represents.
- c) The representative appointed in accordance with Article R.541-174 of the French Environment Code must have a place of business in France throughout the period of the Contract.

The Marketplace Operator may join in anticipation that Third-Party Sellers, whose remote sales or delivery of CHFs it will subsequently facilitate, would not have fulfilled their extended producer responsibility obligations as CHF producers.

**4.2.-** Taking into account the duty of respect of business secrecy, the applicant for membership must decide whether it verifies alone its right to join Eco TLC – Refashion (membership option 1) or if it wishes to request Eco TLC – Refashion to





verify whether the applicant is a Producer or Marketplace Operator (membership option 2). By default membership option 1 shall apply.

If the applicant chooses membership option 1, and if he makes a mistake as to the capacity in which it is joining Eco TLC - Refashion or if it omits one of the capacity in which it must join Eco-TLC - Refashion, the mistake or omission has no effect on the conclusion of the Contract, as long as it has at least one of the capacities allowing it to join Eco TLC - Refashion. Any mistake or omission concerning the capacity and its consequences on the performance of the Contract shall be corrected in the Contract on the initiative of the first Party to act.

Without prejudice to Articles 1178 and 1182 of the French Civil Code, the MEMBER may only request the cancellation of the Contract for an error in its capacity if it can prove that, when the Contract was concluded, it was neither a Producer, nor a Market Operator, nor the express agent or apparent agent of a Producer.

If it chooses membership option 2, the applicant provides Eco TLC – Refashion with the documents necessary for this verification, such as, and non-exhaustively, contracts for the use of trademarks and supply contracts. Eco TLC – Refashion may request other necessary documents. Eco TLC – Refashion undertakes to respect the confidentiality of the communicated information.

**4.3.-** On the Portal the applicant is provided with information on the Standard Contract, the applicable Eco-fee Scale and in the case of late membership, the Eco-Fee Scales for the previous five years. The downloading of the Standard Contract and the Eco-Fee Scales may be subject to the acceptance by the MEMBER of the general terms and conditions of use of the Portal, governing the contractual relations between Eco TLC - Refashion and the Portal users. The applicant can print out these various documents.

The communication by electronic means or the downloading of the Standard Contract does not constitute an offer by Eco TLC – Refashion according to the meaning assigned in article 1114 of the French Civil Code.



**4.4.-** To be admissible, the request for membership must be made via the Portal, the special terms and conditions of the Standard Contract must be duly completed by the MEMBER, the applicant and, where applicable, its representative must be precisely identified. The applicant can then review the information entered and validate it electronically (1<sup>st</sup> click).

When the person applying for membership is acting in the capacity of a representative, it provides the contact details of the instructing party in the special terms and conditions and ensures that Eco TLC - Refashion will be able to contact the latter if necessary. It also communicates, at the request of Eco TLC - Refashion, financial elements proving sufficient solvency taking into account the estimated amounts of fees payable. When the representative's solvency is likely to be insufficient, the request for membership is only admissible if the instructing parties of the representative declare themselves to be irrevocably jointly and severally liable for the payment of the fees with their representative. These declarations are appended to the special terms and conditions of the Contract. The representative undertakes to keep the contact details of its instructing party(ies) up to date in the special conditions via the Portal or upon request by Eco TLC - Refashion and to facilitate any exchanges between the instructing party and Eco TLC - Refashion, in particular when its mandate is revoked or modified by the instructing party.

**4.5.-** Upon receipt of the management request, Eco TLC Refashion checks its admissibility. If the application is not admissible, Eco TLC - Refashion informs the applicant of this as soon as possible and requests the latter to complete or correct the application. Eco TLC - Refashion may require, the applicant bearing the cost, any document allowing the applicant to be legally identified in the country where domiciled, accompanied by sworn translations, with apostilled certification, unless the original is in English.

The request for membership, when it is admissible, is accepted by Eco TLC - Refashion and the applicant is then requested to electronically validate the Contract. The applicant confirms acceptance by clicking on a link received by email



(2<sup>nd</sup> click ). The applicant then receives an email confirming membership of Eco TLC - Refashion and a number identifying the Contract.

Eco TLC- Refashion saves the Contract in electronic format, and ensures that it is available to the MEMBER at any time during the period of the contract in its Portal area. The MEMBER may request Eco TLC - Refashion in writing for a copy of the Contract at any time at the end of the Contract

**4.6.-** When the applicant for membership had not already concluded an agreement with Eco TLC - Refashion, it undertakes to provide proof, at the time of its application for membership or at the latest within thirty days as of the conclusion of the Contract, that it is not a Late Member, that is to say that Fees have been paid for the CHF's that it placed on the National CHF Market via an apparent representative or via one or more Marketplace Operators or via another approved eco-organisation, or that it had set up an approved individual system, or that it has never placed any CHF on the National Market during the five years preceding its application for membership.

The applicant for membership can only prove that it has never placed any CHF's on the National CHF Market during the five years preceding its application for membership by providing a due diligence report by a chartered accountant/public accountant independent for accounting purposes from the applicant.

Failing this, the MEMBER is a Late Registration Member.

**4.7.-** The Contract may not be assigned or transferred by the MEMBER in an individual capacity. As an exception, the MEMBER who does not have an establishment in France may transfer the Contract to a representative who meets the requirements of article 7, with the prior written agreement of Eco TLC – Refashion. The Contract transferee must certify to Eco TLC - Refashion that it is acting as a representative of the MEMBER and that it takes over the obligations and debts of the MEMBER prior to the transfer. The MEMBER remains jointly and severally bound to the debts prior to the transfer. The continued performance of



the Contract by a representative, even if Eco TLC – Refashion is aware of this, is not equivalent to the transfer of the Contract to the representative.

## **Article 5. – Effective date, duration, termination and suspension of the Contract**

**5.1.** – The Contract shall come into force retroactively as of 1 January of the year of the conclusion of the Contract, unless:

- i) the accreditation of Eco TLC - Refashion comes into force on a date after 1 January of the said calendar year, as a result of which the Contract comes into force on the day on which the approval of Eco TLC - Refashion comes into force;
- ii) the MEMBER was a member of another eco-organisation accredited in application of articles L.541-10 and L.541-10-1 point 11 of the French Environment Code , and the accreditation of this other eco-organisation has come to an end, for any reason whatsoever (withdrawal etc.), during the course of the calendar year, in which case the Contract comes into force on the day after the accreditation of this other eco-organisation comes to an end ;
- iii) the MEMBER had put in place an individual system accredited in application of articles L.541-10 and L.541-10-1 point 11 of the French Environment Code, and the accreditation of this other eco-organisation has come to an end, for any reason whatsoever (withdrawal etc.), during the course of the calendar year, as a result of which the Contract comes into force on the day after the accreditation of this other eco-organisation comes to an end ;
- iv) the MEMBER is a Late Registration Member, in which case the Contract comes into force retroactively in accordance with the terms of Article 8.1.

**5.2.-** The Contract comes to an end on 31 December of each calendar year, except:

- i) if the accreditation of Eco TLC - Refashion comes to an end, for any reason whatsoever (withdrawal etc.), before 31 December of the said calendar year,



as a result of which the Contract shall end on the same day as the accreditation of Eco TLC – Refashion comes to an end;

ii) if the Contract is terminated during the year, in which case the Contract come to an end on the day the termination takes effect;

iii) if the Contract lapses, in which case the Contract shall come to an end on the date the Contract lapses;

iv) Unless the Contract is tacitly renewed according to the terms of article 5.3.

**5.3.-** Unless the Contract is terminated by the MEMBER before 31 October of each calendar year (date of receipt of the notification of termination by Eco TLC - Refashion), the Contract is tacitly renewed at the expiry of the initial period, and then at the expiry of any successive period, for a period of twelve months, or for the remaining duration of Eco TLC - Refashion's accreditation if this accreditation expires before 31 December of the calendar year without having been renewed without interruption.

The renewal, even tacit, of the Contract entails the application of the general terms and conditions, and the Eco-Fee Scale and the Modulation Scale applicable for the new period and which will have been brought to the attention of the MEMBER in accordance with article 3.

**5.4.-** The Contract lapses and ends automatically without entitlement to compensation of the accreditation of Eco TLC - Refashion is not renewed, or is renewed but with an interruption between the expiry of an accreditation and the entry into force of the new accreditation, or if the Accreditation is withdrawn, revoked or cancelled.

The Contract shall lapse and ends automatically without entitlement to compensation in the event of revocation of the MEMBER's mandate, when the MEMBER concluded the Contract in the sole capacity of representative.



The Contract shall also lapse automatically without entitlement to compensation if the MEMBER definitively loses any capacity that makes it eligible for the Contract.

Each Party shall inform the other Party in writing as soon as possible of the lapsing of the Contract, with the necessary documents in proof.

## **5.5. - Termination**

### **5.5.1. – Termination by Eco TLC - Refashion**

Eco TLC - Refashion may terminate the Contract as of right and without further notice, thirty days after Eco TLC - Refashion has given formal notice to the MEMBER, without the latter having remedied the failures stated in the formal notice.

Eco TLC - Refashion may also terminate the Contract as of right and without further notice, thirty days after Eco TLC - Refashion has given formal notice to the MEMBER, when the MEMBER no longer fulfils the eligibility conditions of the Contract.

### **5.5.2. – Termination by the MEMBER**

The MEMBER may terminate the Contract as of right without penalty and without further notice, within thirty days as of the date of receipt by the MEMBER of the notification from Eco TLC - Refashion of a modification to the general terms and conditions of the Contract. The Contract shall end upon receipt by Eco TLC – Refashion of the notification of termination.

### **5.5.3.- Termination Procedures**

Termination by one of the Parties must be notified to the other Party. Failing this, the termination shall not be effective, unless the terminating Party provides evidence that the other Party was aware of the termination, and the date on which the other Party became aware of the termination if the termination was to take place before the expiry of a time limit.



#### 5.5.4. – End of the Contract

Whatever the reason for which the Contract comes to an end, the declaration continues to be required in accordance with the procedures and the deadline of article 17, and the MEMBER's Fees shall be paid in accordance with the procedures and deadline of article 18. These obligations shall continue to exist until they have been fulfilled by the relevant party, notwithstanding the end of the Contract. The right to control the declarations set out in article 17 continues to exist for 12 months as of receipt by Eco TLC - Refashion of the MEMBER's last declaration. Any payment due revealed by the verifications of the declarations shall be time-barred according to ordinary law in matters of commercial claims.

Eco TLC - Refashion may keep the information relating to the MEMBER for a period of five years as of the end of the Contract

When the Contract comes to an end for any reason whatsoever on the initiative of the MEMBER, or on the initiative of Eco TLC Refashion in application of article 5.4.1, Eco TLC - Refashion informs the competent administrative authority, which decides whether it should withdraw its Unique Identifier.

#### **5.6. - Suspension**

The Contract is suspended without entitling the MEMBER to compensation, in case of suspension of the Eco TLC - Refashion Accreditation.

### **Article 6: Renewal of the Accreditation, guarantee scheme**

**6.1.-** The MEMBER expressly acknowledges the provisional nature of the Contract concluded with Eco TLC - Refashion, linked to the provisional nature of its Accreditation, as no provision of the Contract can be interpreted as obliging Eco TLC - Refashion to carry out the activity of an accredited organization beyond the duration of the Accreditation in force on the day of the conclusion of the Contract



When Eco TLC - Refashion plans not to apply for the renewal of its Accreditation, it shall notify the MEMBER at the latest six months before its expiration

**6.2.-** When Eco TLC - Refashion has decided to apply for the renewal of its Approval, Eco TLC - Refashion is only bound by an obligation of means for obtaining the renewal of its Approval.

Eco TLC - Refashion must apply for the renewal of its Accreditation at least six months before its expiry. However, when the Administration revises or has announced its intention to revise the Specifications or another regulatory text affecting the renewal of the Accreditation (hereinafter "Revised and Announced Provisions"), the six-month time limit for applying for the renewal of the Approval runs from the publication of all the Revised and Announced Provisions plus a period of at least two months to prepare the application for the renewal of accreditation.

**6.3.-** Stipulation in favour of *"another accredited eco-organisation designated in accordance with the provisions of Article L.541-10-7 of the French Environment Code"*.

In accordance with Article R.541-119 of the French Environment Code, which states that *"Any eco-organisation shall draw up a standard contract for producers wishing to transfer their extended responsibility obligation to it, which shall include: [...] 3° The obligation for the producer to pay the financial contribution to another accredited eco-organisation designated in accordance with the procedures provided for in Article L. 541-10-7 in the cases of default referred to in Article R. 541-124"*, and subject to the absence of contradiction between this provision and any other applicable binding legal provision and Article 1206 of the French Civil Code, the MEMBER undertakes to *"pay the financial contribution to another accreditation eco-organisation designated in accordance with the procedures set out in Article L.541-10-7 in the cases of default to which reference is made in article R.541-124"*

In the case of activation of the guarantee provided for in Article L.541-10-7 of the French Environment Code, the responsibility of Eco TLC - Refashion will be limited





to exercising reasonably founded recourse allowing it to recover the amount of the guarantee which would have been paid to a third party. This is an obligation of means.

### **Article 7: Appointment of a representative for compliance with EPR scheme**

**7.1.-** Without prejudice to the provisions of Article 4 of the Contrat which are applicable to all representatives and in accordance with Article R.541-174, first paragraph, first sentence of the French Environment Code, the MEMBER may appoint a representative, with a permanent establishment in France, to ensure compliance with its obligations relating to the Extended Producer Responsibility (EPR) scheme, and to this end to perform the Contract in the name and on behalf of the MEMBER in the following conditions.

The representative must be solvent taking into account the amounts of Fees it is expected to pay. When the representative's solvency is insufficient, Eco TLC - Refashion may require, prior to the conclusion of the Contract or during its performance, that the agent's instructing party(ies) stand(s) jointly and severally liable for the payment of the Fees to Eco TLC – Refashion. The mandate between the representative and its instructing parties must respect this requirement.

**7.2.-** Since the first paragraph of article R.541-174 point 1 refers to a subrogation, a method of transferring claims to a third party, whilst the second paragraph of the same article refers to a mandate, the Parties expressly agree that the MEMBER, in application of article 4 of the Contract, is exercising a mandate in accordance with the provisions of article 1984 of the French Civil Code.

The mandate of the ADHERENT representative must be agreed for the period of the Contract. In accordance with Article 1199 of the French Civil Code, the provisions of the mandate binding the MEMBER to its representative are not binding on TLC - Refashion. The ADHERENT representative cannot raise against Eco TLC - Refashion any difficulty in the conclusion, the interpretation or the performance of its mandate with its instructing party.



The mandate may be apparent. There is always an apparent mandate, when they are not Producers or Marketplace Operators, for:

- i) the central purchasing or referencing bodies, with regard to third parties using their services;
- ii) franchisors with respect to their franchisees;
- iii) the operator of a brand on the national territory, with regard to retailers on the national territory of the CHF of that trademark;
- iv) a company of a group of companies, with respect to subsidiaries of that group.

In accordance with Article R.541-174 second paragraph of the French Environment Code and without prejudice to Article 1199 of the French Civil Code, it is indicated that, subject to the absence of contradiction between this provision and any other applicable binding legal provision, *"When producers transfer their extended responsibility obligation to an eco-organisation, the agency contract specifies that the fees and modulations provided for in application of Articles L. 541-10-2 and L. 541-10-3 passed on by the representative to the producers concerned may not be subject to a reduction"*.

### **7.3. - Obligations of the representative**

The Representative undertakes to respect and perform the Contract on behalf of its instructing party(ies). In particular, it makes the declarations, pays the Fees of its instructing party(ies), and, as Eco TLC - Refashion's interlocutor for the declaration verifications, must have the necessary proof of declarations.

### **Article 8: Late Registration Member**

**8.1.-** When it is a Late Registration Member, the MEMBER in the capacity of Producer or representative undertakes to bring into compliance its CHF declarations for the number of years during which it or the Producer that it



represents have been in an unlawful situation, up to a limit of five years prior to the date of its application for membership.

When it is a Member, the MEMBER in its capacity of Marketplace Operator undertakes to bring into compliance its declarations for the number of years during which the Producers, whose remote sales or deliveries it facilitates, were in an illegal situation, up to a limit of five years prior to the date of its application for membership, without however exceeding 1 January 2022.

The Contract is then concluded retroactively on the date when the Late registration Member brings into compliance its declarations to Eco TLC - Refashion, without prejudice to the specific application terms and conditions of the Contract contained in Articles 8.2 and 8.3.

The payment of the rectified Fees along with the late payment penalties renders inadmissible any claim for compensation by Eco TLC - Refashion against the Producer or the Marketplace Operator in an illegal situation. Eco TLC - Refashion shall refrain from informing the Administration, without prior request by the latter, of the situation of Late registration Member of a Member or, concerning an agent, of the Producer it represents, which has brought its membership into compliance.

The settlement against Eco TLC - Refashion, which the Late registration Member may invoke against the Administration, does not preclude the Administration's right to sanction the Late registration Member or, when it is a representative, the Producer(s) that it represents.

**8.2.-** The declaration compliance shall be made within a maximum period of thirty days as of the date of conclusion of the Contract, with the other terms and conditions of article 17 remaining applicable *ceteris paribus*.

The MEMBER shall pay, within ten days of receiving the corresponding invoices, the Fees due for the rectified declarations. The Fees are calculated on the basis of the Eco-Fee Scale in force on the date when the obligations were in force.



In order to ensure fairness between Members, the late payment penalties referred to in article 18.7 shall be applied to the Late Registration Member, and calculated in relation to the date on which the Member's Fees should have been paid in the absence of a Late Membership Registration.

**8.3.-** By derogation to article 18, the Late Registration Member may not benefit from the payment of any Negative Fee or modulation bonus by Eco TLC - Refashion for the financial periods during which it was in an illegal situation, even after rectification or full compliance.

Notwithstanding Article 9, the Late Registration Member may not be registered retroactively.

### **II.1.3.- Registration, prevention and eco-design plans**

#### **Article 9: MEMBER Registration**

**9.1 -** When the MEMBER, acting in the capacity of a Producer or Marketplace Operator, already has its Unique Identifier, or when Producers, for whom the MEMBER is a representative, have their Unique Identifiers, the MEMBER shall communicate them to Eco TLC - Refashion upon request.

**9.2.-** When the MEMBER acting in the capacity of a Producer or Marketplace Operator does not already have its Unique Identifier, or when Producers for whom the MEMBER is a representative do not have their Unique Identifier, Eco TLC - Refashion undertakes to proceed with the registration request in application of Article L.541-10-13 of the French Environment Code, on the basis of the information communicated by the MEMBER in its membership application. This is an obligation of means, the administrative authority responsible for managing the register under article L.541-10-13 of the French Environment Code deciding alone whether to register the Producers.



Eco TLC - Refashion informs the MEMBER as soon as possible of the success of its registration with the administrative authority responsible for managing the register of Article L.541-10-13 of the French Environment Code and of the Unique Identifier (or Unique Identifiers if it is the representative of several Producers) issued by the administrative authority.

**9.3.-** When the administrative authority, responsible for managing the register of article L.541-10-13 of the French Environment Code, delays or refuses to issue its Unique Identifier(s) to the MEMBER or withdraws these, Eco TLC - Refashion informs the MEMBER as soon as it becomes aware of this.

When the MEMBER challenges the decision of the administrative authority responsible for managing the register of article L.541-10-13 of the French Environment Code, it is up to the aforesaid to exercise alone the remedies that it deems necessary upon this authority.

### **Article 10: Prevention and eco-design plans**

In application of article L.541-10-12 of the French Environment Code, the MEMBER transmits to Eco TLC - Refashion its prevention and eco-design plan, which may be individual or shared with other producers also members of Eco TLC – Refashion. This is to allow Eco TLC - Refashion to publish a summary of such plans in accordance with article R.541-101 of the French Environment Code, in the following conditions:

- a) The prevention and eco-design plan is accompanied by a summary made publicly available, drafted by the MEMBER, which Eco TLC - Refashion can use for publishing the summary required by Article R.541-101 of the French Environment Code.
- b) It is expressly specified that the MEMBER grants Eco TLC - Refashion the right to reuse the summary of its prevention and eco-design plan, and that it is responsible for any copyright or intellectual property rights that may be associated with this summary and its diffusion.



The reuse of this individual summary by Eco TLC - Refashion in the summary required by article R.541-101 of the French Environment Code does not grant any copyright or intellectual property right to the MEMBER on the summary drafted by Eco TLC – Refashion.

- c) The prevention and eco-design plan is communicated by the MEMBER for the first time no later than 30 July 2023, and then periodically every five years on the anniversary date of 30 July.

Eco TLC - Refashion does not recommend and does not validate the prevention and eco-design plan transmitted by the MEMBER drawn up under the latter's sole responsibility.

Eco TLC - Refashion undertakes to treat the MEMBER's prevention and eco-design plan as confidential, except for its summary or any element made public by the MEMBER or legally disclosed by a third party.

It is specified that in accordance with the same article L.541-10-12 of the French Environment Code, Eco TLC - Refashion can decide to draw a common plan for all its members.

### **Article 11: Cooperation in the implementation of articles L.541-9 III and L.541-9-1 of the French Environment Code**

#### **11.1.- Article L.541-9 III of the French Environment Code**

- a) Article L.541-9 III first paragraph

When the administrative authority requests the MEMBER for information on the management methods of the waste generated, at any stage whatsoever, by the products declared to Eco TLC - Refashion, and on the consequences of the implementation of these management methods, the MEMBER may communicate to Eco TLC - Refashion the request for information from the administrative



authority, if the requested information is not already included in the last annual activity report published by Eco TLC – Refashion.

Eco TLC - Refashion undertakes to transmit to the MEMBER on an electronic medium, within ten working days as of receipt of its written request transferring the request of the administrative authority, the information that Eco TLC - Refashion has at disposal, it being specified:

- that the information available is never individual information relating to the waste generated from the MEMBER's products, since the mission of Eco TLC - Refashion is to collectively manage the waste stemming from the producers' products. The only information available is therefore information aggregated by collection or treatment flows of waste deemed fungible whenever possible;
- that the information available to Eco TLC - Refashion only concerns the management of waste from CHF's at the post-consumer stage and, where applicable, if the MEMBER has concluded the contract relating to Unsold Items, the management of Unsold Items managed by Eco TLC - Refashion under such contract.

b) Article L.541-9 III second paragraph

When the administrative authority asks Eco TLC - Refashion for proof of the rate of incorporation of recycled material into their CHF's, information on the possible presence of dangerous substances in their CHF's, the methods adopted for managing waste stemming from such substances and the consequences of their implementation, the MEMBER undertakes to communicate such proof and information on an electronic medium, within the time limit set by the administrative authority.



### **11.2.- Article L.541-9-1 III of the French Environment Code**

In application of decree 2022-748, Eco TLC - Refashion periodically evaluates the recyclability of CHF's in the light of the criteria set by the said decree. If the criteria are met, Eco TLC - Refashion communicates to the MEMBER the information on recyclability.

The other consumer information mentioned in the aforementioned decree is prepared by the MEMBER.

### **11.3.- Article R.541-99 of the French Environment Code**

In order to allow Eco TLC - Refashion to meet its obligation under Article R.541-99 of the French Environment Code, and at the request of Eco TLC - Refashion, the MEMBER provides Eco TLC - Refashion with all information needed for developing the Eco-Modulation Scale, in the full respect of secrets protected by law.

## **II.1.4.- Final common provisions**

### **Article 12: Costs**

The MEMBER agrees to pay each year the administrative costs of declaration borne by Eco TLC - Refashion specified on the Portal.

Each Party bears the other expenses that it incurs for the conclusion and performance of the Contract, in particular the costs of declarations and, where applicable, the inspection costs, except when the inspection results in a non-compliance being established and requires the rectification of Contributions of more than 5,000 euros, in which case the costs of the inspection shall be invoiced to the MEMBER.





### **Article 13: Intellectual Property**

Membership to Eco TLC - Refashion does not authorize the MEMBER to use the name "Eco TLC", the trademark "Refashion" or the logos of Eco TLC - Refashion for commercial purposes

The Portal serving as an electronic interface for the relationship between the MEMBER and Eco TLC - Refashion, made available to the MEMBER for the performance of the Contract and the database used to manage the MEMBER's profile and its declarations are designed, financed and maintained by Eco TLC – Refashion that bears the costs. The Contract and the general terms and conditions of use of the Portal only grant the MEMBER a right to use the Portal and its database for the period of the Contract, and for the sole needs of its contractual relationship with Eco TLC – Refashion.

### **Article 14: Dematerialisation of contractual relations**

Without prejudice to Article 4 and in accordance with Articles 1125 et seq. and 1176 of the French Civil Code, the Parties expressly accept to communicate information that is required in order to conclude a contract or those communicated in the course of its performance on the Portal or by email.

### **Article 15: Protection of personal data**

In the context of its relations with the MEMBER and of the missions of Eco TLC - Refashion in accordance with the Specifications, the latter is required to process personal data of the MEMBER, in particular data of its employees and representatives (the "*MEMBER's Collaborators*").

In this context, and for all processing of personal data by Eco TLC - Refashion, the latter acts as a data controller according to the meaning assigned in the General Data Protection Regulation, Regulation (EU) 2016/679 ("*GDPR*").



The MEMBER, when it is required to process personal data of Eco TLC - Refashion, or of its collaborators, also acts as a data controller according to the meaning assigned in the GDPR.

All applicable laws and regulations concerning the protection of personal data are commonly referred to as "*Data Protection Laws*".

All the terms used in this article in relation to the protection of personal data have the meaning assigned to them by the Data Protection Laws.

The purpose of this article is to inform the MEMBER on the data processing carried out by Eco TLC -Refashion under the Contract.

#### **15.1- Commitments of the Parties in their capacity of data controllers**

Within the scope of the processing that they are required to carry out under the Contract, the Parties undertake to comply with all the obligations incumbent upon them under the Data Protection Laws.

In their capacity of data controllers, they undertake in particular:

- To guarantee the fair and lawful collection of personal data that they are required to process for the needs of the Contract.
- To inform the data subjects of all the information required, where applicable, under Articles 13 and 14 of the GDPR. In particular, it is agreed between the Parties that each undertakes to inform its own employees of the processing carried out on their data by the other Party.
- To process the personal data collected only for the purpose of performing the Contract,
- To ensure the security, confidentiality, integrity and availability of the personal data that they process by implementing technical and organisational measures appropriate to the risks presented by their processing.
- To respect the exercise of the rights of the persons concerned.



- Not to transfer personal data to recipients outside the European Union, and in a country not considered adequate according to the meaning assigned by the European Commission, unless a transfer mechanism, as defined by the Data Protection Laws, allows a high level of protection to be ensured for the transferred data
- To keep personal data only for as long as is necessary to achieve the purposes of the processing carried out under the Contract.

#### **15.2- MEMBER's information on the processing of its personal data**

Personal data collected: the data of the MEMBER's Collaborators collected are those provided directly by the MEMBER or its Collaborators in the context of the performance of the Contract and the relations established between the Parties.

Period during which the data of the MEMBER's collaborators is kept: the MEMBER's data is kept for as long as the relations established between the Parties continue, and therefore for the duration of the Contract. Certain data may be kept for a longer period, for intermediate archiving, for the purpose of pre-litigation and litigation management or to comply with a legal obligation (*e.g.in the case of accounting documents*).

End purposes of the processing of the data of the MEMBER's collaborators: the processing by Eco TLC - Refashion is for the following end purposes:

- For placing the Portal at disposal and managing the declarations of article 17.
- For managing and monitoring relations with the MEMBER.
- Where applicable, for managing litigation and pre-litigation.

The legal basis for this processing is the performance of the Contract with the MEMBER.

Recipients of the data of the MEMBER's collaborators: the data may be communicated to:



- Internal recipients, i.e. Eco TLC - Refashion staff members authorized to access the data of the MEMBER's Employees and for whom it is strictly necessary for accomplishing of their duties.
- External recipients who would necessarily need it for accomplishing their missions (*e.g. accounting firm*).
- Subcontractors, such as (i) publishers of software used by Eco TLC - Refashion for the aforesaid purposes and/or (ii) Eco TLC - Refashion's maintenance and infomanagement service providers,
- Judicial, public or government authorities, where applicable, when Eco TLC - Refashion is bound by a legal obligation or is required to comply with a lawful request from such an authority, to prevent an offence or conduct an investigation, or to protect its rights and legitimate interests.

Rights of the MEMBER's Collaborators: the MEMBER's Collaborators have the right to access, rectify and/or delete their personal data, and have the right to the portability of their personal data. They may also request the limitation of the processing of their personal data or object to it in the conditions provided for by the Data Protection Laws.

To exercise these rights, the MEMBER's Collaborators should send their requests to the following contact addresses:

- By e-mail to the dedicated address: [rgpd@refashion.fr](mailto:rgpd@refashion.fr)
- By post to the address: REFASHION, 4 Cité du Paradis, 75010 PARIS.

In any case, the MEMBER's Employees retain the right to file a complaint with the French National Commission for Information Technology and Liberties (CNIL) if they consider that Eco TLC - Refashion does not comply with its legal obligations regarding the protection of personal data.

## **Article 16: Miscellaneous provisions**

### **16.1- Applicable law, court with jurisdiction**



The Contract is subject to French Law.

Before bringing the matter upon a court of law, the Parties shall de good faith make every effort to find an amicable solution to their disagreement. To this end, the Parties shall have a period of thirty days as of the notification by one of the Parties to the other Party of its disagreement and its desire to seek an amicable solution. This thirty-day period may be extended with the prior written agreement of the Parties.

The foregoing provision shall not, however, prevent the Parties from applying to the President of the Commercial Court of Paris for any protective or provisional measures necessary to preserve their interests.

Any dispute relating to the validity, performance or interpretation of the Contract and which cannot be settled amicably before the expiry of the above period shall be submitted to the Commercial Court of Paris, notwithstanding multiple defendants or in the event of proceedings against the guarantor which may take the form of giving third-party notice.

#### **16.2.- Language of the Contract**

Eco TLC - Refashion respects its international members and will do its utmost, as time passes, to facilitate interaction with members in English.

Eco TLC - Refashion provides the MEMBER with a translation of the Contract in English as an aid. However, the Parties are only bound by the French version of the Contract.

The MEMBER is not exempt from its declarations under Article 17 if the declaration interface is not available in English.

In the context of the performance of the Contract, the MEMBER established outside France may communicate with Eco TLC - Refashion in English. The inspection report may also be drawn up in English.



### **16.3.- Notifications**

When the Contract requires notification between the Parties, such notification shall only be validly made by registered mail with request for acknowledgement of receipt, except in the cases where the Contract expressly provides for information or notification to be made by email with the words "IMPORTANT - NOTIFICATION" clearly indicated in its heading. The notification shall be effective on the date of its receipt by the other Party.

### **16.4.- Waiver**

The fact that one of the Parties does not invoke any provision of the Contract against the other Party shall not be construed as a waiver of the right to invoke it or to benefit from it at a later date.

### **16.5.- Invalidity of a provision of the Contract**

If any of the conditions or clauses of the Agreement become invalid, illegal or impossible to perform, for any reason whatsoever, such invalidity, illegality or performance impossibility shall not affect the other provisions of the Contract Eco TLC - Refashion shall remedy such invalidity by amending the Contract in accordance with Article 3.

### **16.6.- Calculation of time limits**

The time limits indicated in the Contract are calculated according to the rules of the French Code of Civil Proceedings.

## **II.2.- Provisions of the standard declaration system**

### **Article 17: Declaration and audit**

**17-1.-** The MEMBER undertakes to declare to Eco TLC - Refashion, according to the procedures and schedule specified hereinafter, the information required by Article



L.541-10-13 of the French Environment Code and its implementing texts, along with the information required for the settlement of the MEMBER's Fees.

The information to be declared is specified in the interface for completing the declaration placed at disposal by Eco TLC - Refashion on the Portal.

**17.2.-** The declaration is made according to the following schedule and procedures.

- a) The periodicity of the declaration is annual, or any other periodicity that may be decided by Eco TLC – Refashion. The MEMBER undertakes to declare the quantities Placed on the National Market (for the representatives, the declaration is made for each instructing party, for Marketplace Operators, the declaration is made for each Third-Party Seller) in year N, or for the part of year N for which the Contract is in force, no later than 28 February of year N+1. Even when the MEMBER, or its instructing parties, or the Third-Party Sellers have not placed any CHF's on the National Market in year N, the MEMBER must make a declaration.
- b) The declaration is made exclusively via an area of the Portal with restricted access dedicated to the MEMBER and made available by Eco TLC - Refashion.
- c) The declaration of the CHF's is made according to the nomenclature, type, criteria of the Eco-Fee Scale and the Eco-Modulation Scale, and separately for each of the Unique Identifiers managed by the MEMBER.
- d) When the MEMBER is a MEMBER in the capacity of Producer and Marketplace Operator, the MEMBER declares separately the CHF's for which it is Producer and those for which it is responsible in application of article L.541-10-9 of the French Environment Code. Each separate declaration is made in detail in accordance with article 17.2-c

**17.3.-** Eco TLC - Refashion implements internal procedures to ensure the confidentiality of the MEMBER's declarations.



However, the MEMBER authorizes Eco TLC - Refashion to disclose the information that it has declared to the administrative authority managing the register of Article L.541-10-13 of the French Environment Code.

Eco TLC - Refashion may also communicate all or part of the information declared by the MEMBER to any administrative police authority or any judicial authority that could request it without disregarding its obligation of confidentiality. Eco TLC - Refashion may also disclose all or part of the information declared by the MEMBER in the context of an amicable or contentious procedure against the MEMBER, whether it is the plaintiff or defendant in the proceedings.

**17.4.** - Eco TLC - Refashion may have the declarations of the MEMBER inspected by an independent third party at its own expense. This inspection or audit may be carried out on documents to be provided by the MEMBER and/or on the MEMBER's premises.

The verification may cover the last five declarations.

Procedure:

Eco TLC - Refashion informs the MEMBER three months in advance of its intention to have an audit conducted and the identity of the third party appointed by Eco TLC - Refashion accomplish the audit. The MEMBER immediately informs Eco TLC - Refashion if a serious reason requires the appointment of another independent third party. The MEMBER and Eco TLC - Refashion agree jointly and in good faith within one month on the date of this audit.

Before notifying this to Eco TLC - Refashion, the third party in charge of the audit provides the MEMBER with its draft report and the MEMBER must make its observations within a period of one fortnight (two weeks). Third party in charge of the audit attaches the MEMBER's observations to its report, and may take these into account in the case of proven impact on the conclusions of the audit.





Eco TLC - Refashion ensures that the audit report remains confidential. Eco TLC - Refashion is however not bound to this obligation of confidentiality in the context of a dispute relating to the Fees paid by the MEMBER.

When the audit report confirms the accuracy of the declaration(s), Eco TLC - Refashion informs the MEMBER that the audit is definitively closed. Any audit leading to a rectification to the MEMBER's declaration(s) gives rise to correction of the Fees. The calculation of the MEMBER's arrears or overpayments made by mistake by the MEMBER is based on the Eco-Fee Scale and the Eco-Modulation Scale in force for the period during which the rectifications to the Contributions should have been paid or were paid the arrears are increased by interest at the rate indicated in article 18.7, calculated as of the date on which the payment in question would normally have been due by the MEMBER under the Contract.

#### **Article 18: MEMBER's Fees**

**18.1** - Eco TLC - Refashion undertakes to use the Fees received in their entirety for the approved missions and for the operating costs relating to these missions, including the costs of renewing its Accreditation and constituting the cash flow required by Article R.541-122 of the French Environment Code. The Fees are not to be used during the fiscal year for which they were collected, and can be allocated as provisions in the balance sheet of Eco TLC - Refashion.

The MEMBER may request from Eco TLC, within six months of the closing of a financial year, the cost accounting to which reference is made in article L.541-10 III of the French environmental code for the previous financial year, without prejudice to the protection of secrets protected by law. When the costs of Eco TLC - Refashion are not directly charged to categories of CHF's or CHF waste because they are collected, reused and treated in a single flow, the MEMBER declares to accept that Eco TLC - Refashion uses an allocation key, without excessive and unnecessary costs.



In the event of a change by the MEMBER of eco-organization accredited for the products of Article L.541-10-1 11° of the French Environment Code , the "*share of the MEMBER's fees that has not been used*", when it exists, and which must be transferred to another accredited eco-organization in application of Article L.541-10-1 11° of the French Environment Code, shall be determined on the basis of a scale and calculation rules established by Eco TLC – Refashion. This scale and these calculation rules will be established as soon as another eco-organization has been accredited for CHF, and will be appended to the Contract in accordance with the terms of Article 3 of this Contract.

**18.2** - The Fees for any period due by the MEMBER under the Eco-Fee Scale, as well as the payment that may be due to it by Eco TLC - Refashion in application of the bonuses, shall be calculated separately.

a) The amount of the Fee, equal to the sum, for each category of CHF mentioned in the Eco-Fee Scale in force during this period, of the tariff associated with this category of the Eco-Fee Scale multiplied by the quantity of this CHF category Placed on the Market by the MEMBER during this period, shall be invoiced in the form of an initial call for funds at the beginning of year N and then a balance at the time of the declaration at the beginning of year N+1.

b) the Modulation, equal to the penalties less bonuses, shall be invoiced and paid separately from the amount of the Fee, and established as follows:

The penalties are the sum, for each CHF category mentioned in the Modulation Scale, of the penalty associated with that category in the Modulation Scale multiplied, if applicable, by the associated multiplication factor, and further multiplied by the quantity of CHF of that category Placed on the Market by the MEMBER during that period.

Notwithstanding the preceding paragraph, the Modulation Scale defines the rule for calculating the bonuses associated with the incorporation of raw materials from



recycling provided in Article 2.2.3 of appendix I of the order (arrêté) of November 23, 2022 establishing the Specifications.

The penalties are the sum, for each CHF category mentioned in the Modulation Scale, of the bonus associated with that category in the Modulation Scale multiplied, if applicable, by the associated multiplication factor, and further multiplied by the quantity of CHFs of that category Placed on the Market by the MEMBER during that period.

In accordance with article 2.2.4 of the Specifications, no bonus may be granted to a product, category or other element in a sphere of operation impacted by a penalty.

**18.3-** It is expressly specified that, in application of Article R.541-119 of the French Environment Code, the Eco-Fee Scale and the Modulation Scale in force are part of the Contract, and are communicated to the MEMBER via the Portal.

**18.4.-** Concerning the Modulation Scale, the amount of the MEMBER's Fees or Negative Fee, is calculated by Eco TLC - Refashion on the basis of the MEMBER's declaration, then invoiced to the MEMBER only after verifications or inspections. The process of declaration, justification, verification and invoicing will be specified when the Eco-Modulation Scale is communicated.

The MEMBER declares on the Portal at the latest during the year N, the justifications allowing it to claim a bonus or a Modulation, or to avoid a penalty payable for the products Placed on the Market in year N. Eco TLC - Refashion examines and validates the supporting documents. Eco TLC - Refashion may require, the MEMBER bearing the costs, the translation, sworn and apostilled if necessary, of the supporting documents, except those drafted in English.

At the beginning of year N+1, the MEMBER shall declare the actual quantities Placed on the Market for year N, with sufficient details to allow the Eco-Modulation Scale to be applied to the products, categories or other element in the sphere of operation, concerned by the supporting documents for year N.



Eco-TLC Refashion carries out the necessary verifications before calculating the bonuses and invoicing penalties under the Eco-Modulation Scale.

### **18.5.- Payment terms**

All payments of Fees by the MEMBER are made in Euros by bank transfer to the account notified to the MEMBER by Eco TLC – Refashion. As an exception, payments of less than €3,000 can be made online the Portal by debit/credit card as indicated on the Portal on condition that the number of the relevant invoice is indicated.

All Negative Fee payments are made in Euros by bank transfer to the account designated by the MEMBER to Eco TLC - Refashion. In the event that regulations restrict, prohibit or subject to verifications of any type whatsoever payments to the bank or country designated by the MEMBER, Eco TLC - Refashion may require the MEMBER to designate a banking establishment in the European Union or OECD. When a payment from outside the European Union leads to bank transaction charges, these are deducted from the Negative Fee.

### **18.6.- Calls for funds and adjustment of Fees**

18.6.1 - The MEMBER undertakes to pay to Eco TLC - Refashion in year N the amount specified in the call for funds linked to its Fees, giving rise to an adjustment in year N+1 once the MEMBER's declaration for year N has been made, in accordance with the deadlines set out in the Contract.

18.6.2 - In year N, the MEMBER pays a call for funds based on the actual annual quantities declared for year N-1. This call for funds then leads to an adjustment in year N+1, in the light of the MEMBER's declaration in year N+1, based on the effective quantities of year N.

a) The MEMBER pays a call for funds in year N.

The amount of this call for funds is equal to the sum, for each category of CHF indicated in the Eco-Fee Scale in force for year N, of the tariff associated with this category of the Eco-Fee Scale multiplied by the quantity of this CHF



category Placed on the Market by the MEMBER during year N-1 and declared at the beginning of year N.

- b) When the MEMBER had not joined Eco TLC - Refashion, nor Placed on the Market CHFs in year N-1, it communicates to Eco TLC - Refashion at the latest one fortnight (two weeks) as of its membership of Eco TLC - Refashion an estimated declaration of the CHFs that it plans to Place on the Market for the year N, in order to allow the calculation by Eco TLC - Refashion of the call for funds of the new MEMBER
- c) In case b), when the Annual Fee effectively due is more than 20% more than the amount of the call for funds paid by the MEMBER, the difference between the call for funds paid by the MEMBER and the Annual Fee effectively due shall lead to the application of interest for late payment, calculated in accordance with Article 18.7

The call for funds is paid by the MEMBER no later than March 31 of year N.

18.6.3 - The call for funds is adjusted as follows.

In the event that the call for funds paid by the MEMBER during year N is less than the amount effectively due according to its declaration for year N (and made before 28 February of year N+1), it shall pay the additional amount due no later than 31 March of year N.

In the opposite case, the overpayment received by Eco TLC - Refashion is offset against the payment of the call for funds of the year N+1 paid no later than 31 March of the year N+1, and any balance is refunded by this same deadline, provided that the MEMBER is up to date in its obligations

In the case where the Contract ends during the course of the calendar year N, the MEMBER must transmit to Eco TLC - Refashion a declaration for the year N according to the terms of the Contract. The adjustment of the call for funds must



also be made by 31 March of year N+1, by the refund of the overpayment by Eco TLC - Refashion or payment of the balance due by the MEMBER by this same date.

Adjustments under Article 18.6.3 shall be made without prejudice to adjustments under Articles 8.2 and 17.4.

### **18.7.- Penalties for late payment**

In application of Article L. 441-10 of the French Commercial Code and in order to maintain fairness and ensure a level of revenue compatible with its missions, any late payment of a call for funds or the compliance of Fees in relation to the due dates of the Contract shall lead, without the need for any prior notice or reminder, to penalties for late payment, of three times the legal interest rate in force.

In addition to the penalties for late payment, any delay in payment shall lead to the payment of fixed compensation of € 40 and possibly additional compensation, based on supporting documents in proof presented by Eco TLC – Refashion, for collection costs, by right and without prior formality.

### **18.8.- Payment by Eco TLC of the Negative Fee**

The MEMBER may only benefit from a Negative Fee if it has an establishment in France or if it has appointed a representative in accordance with and in the respect of Article 7.

In addition, when the Negative Fee is more than €3,000 exclusive of tax, the MEMBER established in France or, failing this, its authorised representative must choose between the following alternatives:

- a) To provide Eco TLC - Refashion, prior to the payment of the Negative Fee, with a guarantee upon first request by a bank established in France known to be solvent.
- b) To accept the payment by Eco TLC - Refashion of the Negative Fee to an escrow agent appointed by Eco TLC - Refashion



The guarantee upon first request must be established for a firm period of 24 months and one of the originals must be given to Eco TLC - Refashion. The duration of the escrow is 24 months maximum.

The first demand guarantee or the escrow shall be terminated at the end of a verification carried out in accordance with the terms of Article 17.4, and concluding that the MEMBER's Negative Fee claim is well-founded, or in the absence of such a verification when the absence of verification is solely due to Eco TLC - Refashion, at the end of 24 months as of the verification, by Eco TLC - Refashion, of the MEMBER's declaration in application of Article 18.4.

### **II.3.- Specific provisions for the simplified declaration system**

#### **Article 19: Simplified declaration system**

**19.1-** The MEMBER whose CHF's Placed on the National Market during the year N do not exceed the thresholds indicated in the Eco-Fee Scale for this same period, is eligible for the simplified declaration system for the year N.

To determine whether it exceeds the above thresholds:

- a) when the threshold is expressed in terms of quantity of CHF's, the MEMBER takes into account all the CHF's Placed on the National Market by it as Producer, by its instructing parties as representative or by the Marketplace Operator's Third-Party Sellers;
- b) when the threshold is expressed in turnover, it is the MEMBER's turnover.

**19.2.-** Although eligible for the simplified declaration system, the MEMBER may opt for the standard declaration system. This option is exercised for a minimum period of three years.

**19.3.-** The MEMBER under the simplified declaration system is not eligible for a Negative Fee or for the bonuses provided for in the Eco-Modulation Scale.



**19.4.-** In return for the simplified declaration and to compensate for the loss of information that this type of declaration represents, an increased rate is applied by category.

**19.5.-** The simplified declaration procedures are specified in the Eco-Fee Schedule.

#### **II.4.- Provisions applicable according to the MEMBER's capacity**

##### **Article 20: Coordination between the MEMBER's capacities**

When the MEMBER is a Producer, a Representative or a Marketplace Operator, the provisions specific to Producers apply cumulatively to the CHF's for which it is a Producer or Representative, and the provisions specific to Marketplace Operators to the CHF's for which it facilitates remote sales or delivery on behalf of Third Party Sellers.

##### **Article 21: Provisions specific to the Producers or representatives**

**21.1.-** A MEMBER who is a Producer or a representative registers for all the CHF's for which it is a Producer or for which its instructing parties are Producers.

**21.2.-** The Parties undertake to cooperate in order to jointly combat identity theft or fraudulent use of the Unique Identifier(s) issued to the MEMBER in its (their) capacity(ies) as Producer or representative:

- a) When the MEMBER notices identity theft or fraudulent use of the Unique Identifier(s) issued to it, it informs Eco TLC - Refashion so that Eco TLC - Refashion can report this to the competent authorities.
- b) Reciprocally, when Eco TLC - Refashion notices suspicious use by a third party of the Unique Identifier(s) issued to the MEMBER, Eco TLC - Refashion informs the MEMBER who cooperates with Eco TLC - Refashion in seeking to confirm or dismiss the suspicions of identity theft or fraudulent use of these Unique Identifier(s).





Eco TLC - Refashion shall not use the information provided by the MEMBER for any purpose other than those indicated in this article.

## **Article 22: Provisions specific to Marketplace Operators**

**22.1-** At the same time as its annual declaration in application of article 17, the MEMBER with the capacity of Marketplace Operator transmits to Eco TLC - Refashion the information indicated in article R.541-168 of the French Environment Code.

The MEMBER with the capacity of Marketplace Operator and Eco TLC - Refashion undertake to work together in order to allow Eco TLC - Refashion, in application of Article R.541-120-1 of the French Environmental Code, to identify the Producers who will not respect their extended producer responsibility obligation and to assist them in the process of achieving compliance in this field, and to combat identity theft or fraudulent use of the Unique Identifier.

To this end, when a third party, whose remote sales or deliveries of CHF it facilitates, communicates to the MEMBER the Unique Identifier of another person, the MEMBER declares to Eco TLC - Refashion the identity of this third party and the Unique Identifier communicated by the third party, along with the quantities of products covered by the principle of extended producer responsibility, by CHF categories, sold by the third party via the MEMBER's electronic interface. The periodicity of the declaration is annual (or according to any other periodicity that may be decided by Eco TLC – Refashion), with the declaration of article 17.

The MEMBER undertakes to check that the Unique Identifiers communicated to it by third parties are valid and are obviously not fraudulent or result from an identity theft.

When Eco TLC - Refashion has information on possible identity theft or fraudulent use of a Unique Identifier, it shall inform the MEMBER.



Eco TLC - Refashion shall not use the information communicated by the MEMBER for any purpose other than the verification that the products of third parties whose sale or delivery the MEMBER facilitates have paid the relevant fees to Eco TLC – Refashion.

**22.2.-** When a Producer decides to register with Eco TLC - Refashion due to the cooperation with the MEMBER referred to in Article 22.1, Eco TLC - Refashion shall inform the MEMBER as soon as possible and ensure, at the time of the settlement of the Fees, that Eco TLC - Refashion does not receive payment of the Fee twice for the concerned CHF.

### **III.- Transitory provisions**

#### **Article 23: Members prior to 1 January 2023**

When the MEMBER had concluded the membership contract proposed by Eco TLC - Refashion in the context of its accreditations prior to 31 December 2022 (hereinafter "*Previous Member*") and its previous membership contract has not been terminated, the Previous Member concludes the Standard Contract in the following cumulative conditions:

- a) The MEMBER concludes the Standard Contract before 15 February 2023,
- b) The Previous MEMBER undertakes to perform the obligations and pay the outstanding debts stemming from its previous membership contract, in accordance with the terms and conditions of that previous membership contract. As an exception, the Previous MEMBER is exempted from paying to Eco TLC - Refashion the Fees that it should have paid in 2023 on the CHFs Placed on the Market in 2022 under its previous membership contract, and pays in 2023 the calls for provisions in application of Article 18.6.
- c) The previous Membership Contract comes to an end by operation of law retroactively on 31 December 2022 and without entitling either Party to



compensation from the other Party for termination, and the Agreement shall take effect in accordance with the terms and conditions of Article 5.1.