

Participation agreement in the SENS waste management system

Company:

Hereinafter called the **manufacturer / importer**

Company address:

represented by:

and **the SENS Foundation**, hereinafter called **SENS**
Obstgartenstrasse 28, 8006 Zürich

represented by the CEO:

Pasqual Zopp

and by Head of Customers, the deputy CEO:

Tobias Müller

agree the following: 1. Objective

In signing this participation agreement to the SENS waste management system, the partners to the agreement pursue the following objectives:

To fulfil the responsibilities placed on industry by the Ordinance on the Return, Taking Back and Disposal of Electrical and Electronic Equipment (ORDEE) and to provide the trade and consumers with an inexpensive and environmentally sound recycling solution for electrical and electronic appliances financed via an advanced recycling fee (ARF) and secured by strict controls.

2. Mainstays

The mainstays of the SENS waste management system are:

- responsibilities of manufacturers / importers
- take-back system covering the entire Switzerland
- monitoring of recycling partners (collection points, dismantling points, carriers, recycling companies)
- monitoring of the contractual partners bound to apply ARF
- secure financing via the levying of an advance recycling fee (ARF) according to the official ARF tariff and appliance lists
- the requirement not to go beyond the current ORDEE ordinance
- the system is compatible with the WEEE Directive of the EU

3. SENS contractual partners

3.1

Manufacturers / importers become SENS contractual partners as soon as they have signed the present participation agreement with SENS.

3.2

The SENS contractual partners are trustees of the waste management system as part of their product responsibility.

3.3

Entry to the SENS waste management system as a contractual partner is open to all companies who manufacture electrical and electronic appliances in Switzerland or the Principality of Liechtenstein, and/or who import such products into these countries.

3.4

For new partners, the obligations under the participation agreement to the SENS waste management system enter into force with the signing of the agreement. There is no admission fee, and no retroactive payment of the ARF.

4. Mandate

The manufacturer / importer entrusts SENS with the realisation of the waste management system for electrical and electronic appliances according to the Ordinance on the Return, Taking Back and Disposal of Electrical and Electronic Equipment (ORDEE) and according to the Detailed Statement of the SENS waste management system.

5. Obligations of the SENS

5.1

SENS supervises the waste management system as specified in the Detailed Statement. SENS is responsible toward manufacturers / importers for the organisation and operation of the waste management system. SENS coordinates the various tasks of the waste management system with other operating organisations such as Swico and INOBAT as necessary.

5.2

SENS concludes agreements with the recycling companies in order to ensure that the recycling of electrical and electronic appliances passed on to the waste management system by manufacturers / importers complies with the legal requirements and/or the requirements of SENS.

5.3

SENS is the competence centre for enquiries from consumers, authorities, the trade, recycling companies and the public. It makes its professional knowledge available to its contractual partners, other participants and interested parties.

6. Obligations of manufacturers / importers

6.1

The manufacturer / importer fosters the implementation of the Ordinance on the Return, Taking Back and Disposal of Electrical and Electronic Equipment (ORDEE) on a private enterprise basis and takes part in the SENS waste management system and in the system for financing the recycling costs via levying of the advance recycling fee (ARF).

6.2

The manufacturer / importer imposes the ARF on the appliances imported or manufactured by themselves, and supplied to the Swiss and Liechtenstein markets, in accordance with the official ARF tariff and appliance lists, and pays these into the ARF fund specified by SENS. This also applies to appliances imported via mail-order or internet shops and sold on the Swiss or Liechtenstein market.

6.3

The manufacturer / importer in their function as SENS contractual partner charges the trade for the ARF.

6.4

In signing the participation agreement, the SENS contractual partner authorises SENS to represent them to INOBAT. The contractual partner engages to fulfil and carry out its reporting and payment obligations regarding the ARF on batteries and accumulators under the SENS agreement.

6.5

The SENS waste management system is implemented in accordance with the up-to-date Detailed Statement. The manufacturer / importer engages to fulfil the obligations and duties applying to manufacturers / importers.

7. Confidentiality and secrecy

7.1

SENS and its organs keep the information concerning the individual participants strictly confidential. The company-specific information is subject to trade secrecy. It is strictly forbidden to disclose confidential business information.

7.2

It is forbidden for SENS, its technical experts or their companies to pass on technical know-how between the official SENS recycling companies or to other competitors in the relevant area of recycling, either in their function as consultant or intermediary.

8. Product range of manufacturers / importers

The manufacturer / importer imports and sells appliances from among the following (the ARF tariff and appliance lists may be accessed at www.eRecycling.ch):

Tick the appropriate boxes

Type of appliance	ARF tariff and appliance lists
☐ Small household appliances	SENS Equipment
☐ Large household appliances	SENS Equipment
☐ Refrigeration, Freezing and Room-Air Treatment Units with Compressors	Refrigeration, Freezing and Room-Air Treatment Units with Compressors
☐ Tools, Power-Tools, loose (separated) batteries	Power-Tools, loose (separated) batteries
☐ Sport and leisure appliances	SENS Equipment
☐ Monitoring and control tools	SENS Equipment
☐ Modules for photovoltaic installations	SENS Photovoltaic / Swissolar
☐ Toys	SENS Toys / SVS
☐ Medical appliances	SENS / SVDI
☐ Welding and cutting technology	SENS / Swissmem
☐ Luminaires	SENS
☐ Lamps (excepting filament lamps)	SENS
☐ Consumer electronics	Swico
☐ Office, information and communications technology appliances	Swico
☐ Appliances of the graphical industry and the photographic sector	Swico
☐ Loose (separated) batteries	INOBAT
☐ Electric vehicles	INOBAT
☐ Others:	

Which accounting frequency do you wish to choose?

☐ semi-annual ☐ quarterly ☐ monthly

9. Begin, termination, notice to termination.

9.1

The present agreement enters into force with the signatures of the two parties. It replaces any previous agreement regarding the implementation of the SENS waste management system, whereby the latter is terminated.

9.2

In the first instance, the present agreement remains in force for one year. Following this period, the agreement may be terminated by both parties at the end of a calendar year, the period of notice being six months in advance. In the absence of written notice of termination, the agreement is extended tacitly.

9.3

The right of termination of this agreement without notice on the grounds that amendments to the relevant legislation render continuation of the agreement unacceptable or unnecessary, remains intact.

9.4

In case of termination, the parties to the agreement undertake to act in such a way that neither the parties nor others suffer loss or damage.

10. Place of jurisdiction

10.1

Differences in connection with the present agreement should, in the first instance, be resolved by consent. Before taking legal steps, the parties undertake to seek a solution by direct consultation, and to meet at least twice, where appropriate in the presence of consultants and/or a mediator. If no agreement is reached, the parties place the dispute in the hands of the Commercial Court of the Canton of Zurich in Zurich, and only this court.

10.2

Should differences arise, the parties must nevertheless honour in full their obligations under the agreement. Moreover, the fulfilment of responsibilities under the agreement must neither be interrupted, nor may payments due be refused.

Company

Place and Date

Signature

Name in capital letters

SENS Foundation

Place and Date

Signature

Pasqual Zopp
CEO

Tobias Müller
Head of Customers, deputy CEO