

TERMS OF COOPERATION
OF THE ECOELASTIKA CAMS (COLLECTIVE ALTERNATIVE MANAGEMENT
SYSTEM) WITH USED TIRES
COLLECTION POINTS

PREAMBLE

ECOELASTIKA S.A. is organising the only Collective Alternative Management System (“**CAMS**”) operating in Greece that has been approved by the Hellenic Recycling Agency (HRA), which operates in accordance with the applicable legislation on alternative management of used tyres. The system’s approval was granted pursuant to Ministerial Decision 106157/7.7.2004 (GG 114528.7.2004 Issue B) and was in force pursuant to Ministerial Decision 116570/13.2.2009 (GG B 769) until its renewal. With the decision of 23.11.2011 of the Board of Directors of the National Organisation for Alternative Management of Packaging and Other Products, which has already been renamed Hellenic Recycling Agency (HRA), the renewal of the System’s approval has been granted. Decision oik: 1843/5.7.2019 of the Board of Directors of the Hellenic Recycling Agency (HRA) (ΑΔΑ 66Χ946Ψ8ΟΖ-ΖΥΒ) made during meeting 142/14.03.2019, as amended by decision 165.1/06.03.2020 of the HRA (ΑΔΑ 688Ω46Ψ8ΟΖ-ΑΘΔ), granted **ECOELASTIKA** a new renewal of the approval of the Collective Alternative Used Tyre Management System.

According to the law (Presidential Decree 109/2004), a **COLLECTION POINT** is a used tire collection point, such as a tire shop or a car garage, where replacement, repair and maintenance of tires is carried out.

Under the obligations of Law 2939/2001 “Packaging and alternative management of packaging and other Products - Establishment of the National Organisation for Alternative Management of Packaging and Other Products and other provisions, already renamed HRA (Hellenic Recycling Agency) and other provisions” and Presidential Decree 109/2004 “Measures and terms for alternative management of used tires”, the above Parties wish to cooperate with the following terms:

§1. SCOPE OF COOPERATION

The scope of this cooperation is the delivery by the **COLLECTION POINT** to the **CAMS** of used tires that come from changing old tires with new. The **COLLECTION POINT** shall deliver to the **CAMS** the used tires that are retired in its facilities, in accordance with the special terms and conditions contained herein.

§ 2. DURATION OF COOPERATION

The duration of the cooperation between the **CAMS** and the **COLLECTION POINT** is indefinite. The effective date of the cooperation is the date the details of the **COLLECTION POINT** are registered in the CAMS electronic system.

Throughout the duration of cooperation with the **CAMS**, the **COLLECTION POINT** shall be entered in the **CAMS** website (www.ecoelastika.gr) as an ECOELASTIKA collection point for the necessary information that needs to be provided to consumers that used tires that are to be retired at this point are taken for recycling purposes, pursuant to the terms of the applicable laws.

§3. MATERIAL

The **CAMS** will be given waste tires ("waste not otherwise specified", in accordance with the European Waste Catalogue of Decision 2001/118/EC code 16 01 03), in particular whole used tires of the categories described in article 4 of these terms.

§4. QUALITATIVE CHARACTERISTICS OF USED TYRES

Used tyres given to the **CAMS** from the **COLLECTION POINT** must fall under the following categories:

Category		Average weight (kg)	Description
A	External diameter up to 1400 mm	8	Passenger vehicle tires (passenger vehicle tires and 4×4 tires)
			Commercial vehicle tires with nominal (internal) rim diameter of less than 17.5 inches
			Conventional agricultural vehicle tires (diagonal) for front wheels
			Industrial and hoisting vehicle tires (pneumatic) with nominal (internal) rim diameter equal to or smaller than 12 inches.
B		50	Commercial vehicle tires with nominal (internal) rim diameter of equal to or more than 17.5 inches
			Agricultural vehicle (tractor) tires for rear driving wheels with external diameter up to 1400mm
			Industrial tires (pneumatic) with nominal (internal) rim diameter larger than 12 inches and external diameter up to 1400 mm
C		4	Moto tires
D1		150	Earth moving and construction machinery vehicle tires * (Grader, Loader, RDT, ADT, Crane, Mechanical Handling)
D2	External diameter from 1400 mm to 1600mm	100	Agricultural vehicle (tractor) tires for rear driving wheels with external diameter from1400 mm up to 1600mm
			Industrial tires (pneumatic) with external diameter from 1400 mm up to 1600mm

* All tires with external diameter up to 1600mm for Earth-moving and construction machinery vehicle tires (Grader, Loader, RDT, ADT, Crane, Mechanical Handling) are included in D1 category.

Any category used tires with a **larger or equal external diameter than 1600mm as well as solid industrial tires are exempted from the above categories**. Used tires shall always be delivered **whole and clean**, they shall not contain water and they shall

be free of foreign materials (such as rims, inner tubes, plastic, rocks, water, and in general other waste).

The **COLLECTION POINT** is exclusively responsible for adhering to the above qualitative characteristics. Removing any foreign bodies from used tires collected shall be at the care of the **COLLECTION POINT**.

Used tires shall be gathered in collections points, in stacks per category, at a point accessed easily by tucks of the collector authorised by the **CAMS**. In any case, the distance of the gathering point shall not be over 5 metres from the area where the transport vehicle can stop. Tires shall not be stored in collection-storage points for inert materials.

At the delivery of used tires to the **transporter collector** of the **CAMS** an on-site inspection shall be performed for finding whether the qualitative characteristics of used tyres of the **COLLECTION POINT** are adhered to. If the collector finds that the qualitative characteristics are not adhered to, he shall proceed with the following actions: a) he shall immediately notify the **CAMS** and send proof (pictures of the cargo) b) he shall accept only the tires that meet the quantitative characteristics. If partial acceptance of the cargo, as above, is not feasible, the **transporter collector** has the right to refuse to accept the cargo.

§5. MANAGEMENT COST

All management costs (collection, transport, management in the utilisation plants) of used tyres shall be paid by the **CAMS**, provided that the terms of § 6 are fulfilled.

§6. TERMS FOR FREE OF CHARGE ACCEPTANCE OF USED TYRES BY THE CAMS

The **CAMS** shall only manage tires that meet the requirements of the applicable law, i.e., tires that have been declared by their importers to the CAMS and for which the relevant environmental fees have been paid. A prerequisite for collecting used tires from the **COLLECTION POINT** is that the following requirements shall apply:

- 1) The **COLLECTION POINT** shall be supplied with tires from:
 - Importers that have a contract with the **CAMS** (can be found in: www.ecoelastika.gr), have a Producers Register Number (PRN), which is listed in the purchase invoice, to which the environmental fee is charged in a separate line.
 - Tyre Merchants that are not necessarily importers, but they are supplied with tires from importers that have a contract with the **CAMS**, in accordance with the above. Tyre purchase invoices must show the environmental fee charge in a separate line.
- 2) The number of end-of-life tires collected by the **CAMS** from the **COLLECTION POINT** within a calendar year, shall not exceed, per tire category, (A, B, C, D1, D2), the corresponding number of new tires the **COLLECTION POINT** was supplied with in one of the above ways from the purchase in the same period.

If, after the check of § 8, it is found that the above requirements are not met, the **CAMS is not obligated to accept from the COLLECTION POINT a larger number of tires** from the number of tyres it had been supplied with under ways (a) and/or (b).

§7. MINIMUM ORDER QUANTITY - PROCEDURE

The minimum used tyres quantity the **CAMS** delivers to the **COLLECTION POINT** is:

- **60** used tires of **Category A** or
- **10** used tires of **Category B** and/or
- **45** used tires of **Category C**

If the **COLLECTION POINT** has the above minimum quantity or a larger quantity available at its facility, it shall enter a relevant claim through the CAMS website (<https://ecoelastika.gr/dealers/>) of the call centre for the exact quantity in used tires per category. The **CAMS** shall assign an authorised transporter to collect the used tires from the **COLLECTION POINT**. The **COLLECTION POINT** shall only give the used tires to the transporter authorised by the CAMS. Used tires shall be loaded at the expenses, responsibility and means (personal and/or mechanical equipment) of the **CAMS**.

Used tires shall be picked up by the **COLLECTION POINT** within a reasonable time from the date the order was entered in accordance with the previous paragraph. Effort shall be made by **COLLECTION POINTS** of all Prefectures to pick the order up within 3 business days, with the exception of islands or areas difficult to access.

Used tires shall be picked up from the collection point by showing a membership card, which shall be sent to the **COLLECTION POINT by mail**.

When the loading of used tires is complete, the following shall be done:

- a) The **COLLECTION POINT** Membership card shall be shown to the collector;
- b) The details of the **COLLECTION POINT** shall be confirmed through the collector's tablet
- c) The proof of delivery-acceptance shall be electronically signed

The **COLLECTION POINT** is responsible for the proper listing of the used tires quantities delivered, per category, to the electronic equipment of the authorised transporter. The **COLLECTION POINT** has the right to perform inspections for checking that the right quantities are listed. This information may be communicated by the **COLLECTION POINT** to the competent authorities, if that it is requested in the context of licensing or required for fulfilling legal obligations.

§8. AUDIT

Given the fact that the **CAMS** shall pay the total cost for managing the delivered used tyres, it has the right to audit that the terms of article 6 are adhered to by the **COLLECTION POINT**. This audit shall be carried out by an authorised Auditor, at the expense of the **CAMS**. The **COLLECTION POINT** must accept the audit and help the auditing procedure, showing to the authorised Auditor all accounting books and

records requested. Care shall be taken so that the auditing procedure does not hinder the smooth function of the **COLLECTION POINT**.

§9. CONFIDENTIALITY OF INFORMATION

Each Party (**CAMS** and **COLLECTION POINT**) shall handle all confidential information that may come to their knowledge regarding the other Party, under this cooperation agreement, as private. This confidentiality obligation pertains in particular to commercial and financial information, as well as business and/or strategic plans.

The **CAMS**, in particular, has the obligation to handle as completely confidential any information regarding the **COLLECTION POINTS** that comes to the knowledge of the **CAMS** under this contract, which pertains to sales, clients, price lists, discounts, revenue, trade secrets, in general financial and accounting information, as well as business and/or strategic plans, know-how, commercial methods and practices. The **CAMS** shall refrain from disclosing this information to any third party, for any reason or by any cause, unless there is an obligation by a provision of a Law or a decision of a Court or of an Administrative Authority. The above obligations apply to all persons providing services to the **CAMS**, either as employees or as contractors.

§ 10. TERMINATION OF COOPERATION

The **CAMS** and the **COLLECTION POINT** have the right to terminate their cooperation if there is a violation of any of its terms - with regard to which it is hereby agreed that all terms are substantial - as well as for a significant reason.

If, for any reason (e.g., revocation of the license for a collective alternative management system of used tires), the **CAMS** ceases its organisation of the used tires collection and management system, it has the right to terminate its collaboration with the **COLLECTION POINT** without damage. The same right is held by the **COLLECTION POINT**.

If the **COLLECTION POINT** has not entered a used tyre collection claim, pursuant to article 7, for a period of more than two (2) years, it will become an inactive collection point and its cooperation with the **CAMS** **shall be terminated**. If it wants to be in service again, it has to re-register as a **CAMS** collection point.

In case the **COLLECTION POINT** ceases its activity as a tyre shop or a car garage, it shall notify the **CAMS** accordingly, and the cooperation shall be terminated.

Termination of cooperation and removal of the **COLLECTION POINT** shall be made by written statement, which shall be sent to the counter-Party via e-mail; its effect shall occur one the day after it was sent.

§ 11. FORCE MAJEURE

The cooperating Parties shall not be liable for damages or delays in delivering loads, that were cause by force majeure. Force majeure is any incident or event that is beyond the responsibility of either side, such a war, disasters caused by an act of God (e.g., wildfire, floods, etc.) or restrictions that may be imposed to the above management by State decisions.

§12. PERSONAL DATA

The Parties may collect personal data insofar as it is required for executing this contract, and with the condition that they take all necessary measures and care for the legitimate and lawful collection and processing of personal data, as well as for their safekeeping, pursuant to the General Data Protection Regulation (GDPR), Law 4624/2019 and the special regulatory framework for their implementation.

§ 13. APPLICABLE LAW - COMPETENCE OF COURTS

This cooperation shall be governed by the law on alternative tire management (Presidential Decree 109/2004 “Measures and terms for the alternative management of used tires. Programme for their alternative management” and Law 2339/6.82001 “Packaging and alternative management of packaging and other Products – Establishment of the National Organisation for Alternative Management of Packaging and Other Products and other provisions”), as amended by Law 3854/2010 (GG A 94) and Law 4496/2017 (GG A 170) as well as the provisions of the applicable legislation on managing solid waste.

If any dispute arise regarding this cooperation, the competent courts for resolving it shall be the courts of Athens.

§ 14. NOTICES - OTHER TERMS

Notices pertaining to how this cooperation works shall be given in writing and in a timely manner by the **COLLECTION POINT** to the **CAMS** to:

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(telephone:2106128260, e-mail: info@ecoelastika.gr, fax:2106128659).

Similarly, notices by the **CAMS** to the **COLLECTION POINT** shall be addressed to the person listed as the contact person in the application.

Every cooperating Party shall be obliged to notify the other cooperating Party for any changes in the details of the contact person.

In case of any changes in its details, the **COLLECTION POINT** (Company name address, email, contact person’s details) shall notify the **CAMS** via email.

The terms of this document shall be binding for the time period agreed above and shall be interpreted on the basis of good faith and fair trading.