

Title	B 03 <b>CL</b> Agreement for Collection and Logistic Operator
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### AGREEMENT FOR COLLECTION AND/OR LOGISTIC OPERATOR

This document defines terms and conditions and other rules for the cooperation between the (candidate) WEEELABEX Collection or Logistic operator (*hereinafter “operator” “or (candidate) WEEELABEX (collection/logistics) operator”*) and the WEEELABEX Organisation, registered address U Habrovky 11/247, 14000 Praha 4, Czech Republic (hereinafter “WEEELABEX Organisation” or “WEEELABEX Office”).

This agreement shall be completed and signed by both the parties. One signed copy of this agreement shall be kept by the WEEELABEX Organisation and one copy shall be kept by the (candidate) WEEELABEX operator.

### (CANDIDATE) WEEELABEX OPERATOR DETAILS

COMPANY NAME	
REGISTERED ADDRESS	
REGISTRATION NUMBER	
VAT NUMBER	
ADDRESS OF OPERATOR FACILITY SITE ( <i>where the assessment is to be carried out</i> )	
<b>CONTACT DETAILS</b>	
CONTACT NAME	
EMAIL ADDRESS	
TELEPHONE NUMBER	

### WEEELABEX ORGANISATION DETAILS

NAME	WEEELABEX Organisation
REGISTERED ADDRESS	U Habrovky 11/247, 14000 Praha 4, Czech Republic
IDENTIFICATION NUMBER	01594303
TAX IDENTITY	CZ01594303
TELEPHONE NUMBER	+420 (225) 852 802
WEB	www.weeelabex.org
EMAIL ADDRESS	office@weeelabex.org

By signing this agreement, the collection or logistic operator named above (hereinafter “operator” “or (candidate) WEEELABEX (collection/logistics) operator”) agrees to comply with the requirements for conformity verification set out by the WEEELABEX Organisation in the Terms and Conditions (attached) and will supply any information needed for the evaluation of the collection or logistic process(es) noted on the ‘Declaration of Intent’ to be certified as meeting the conformity verification requirements.

By signing this agreement, the WEEELABEX Organisation agrees to comply with the requirements defined in the Terms and Conditions (attached).

The (candidate) WEEELABEX Operator also declares that any previous contact by it within the last twelve months with any of the WEEELABEX Auditor(s) appointed has not resulted in any company specific consultancy work for assisting in gaining conformity verification.

The (candidate) WEEELABEX collection or logistic operator (hereinafter “Operator”) acting what applicable / agrees that data from audits can be used for research purposes within the framework of the Conformity verification process, if applicable. Data collected will be aggregated and/or anonymised for further analysis and publications.

**For and on behalf of:** .....  
(collection or logistic operator name)

Print name: .....

Job Title: .....

Date: .....

Signature: .....

**For and on behalf of: WEEELABEX Organisation**

Date: .....

Signature: .....

(Petr Novotný - Managing director of the WEEELABEX Organisation - Certification Body Operators)

## TERMS AND CONDITIONS FOR OPERATORS

### Pre-amble

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;
- c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- e) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- f) headings are included in the Terms and Conditions for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;
- g) the term ‘operator’ shall mean any collection or logistic facility which accepts WEEE (household / non-household).
- h) the word “shall” means a requirement; the word “should” mean a strong recommendation.

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## **1. Access**

The (candidate) WEEELABEX Operator will be required to provide, if applicable:

- a) access to the WEEELABEX Auditor(s) and any technical experts or other members of the audit team to carry out assessment; and
- b) access to a WEEELABEX Organisation representative(s) (nominated by WEEELABEX Organisation) to witness the audit activities in order to perform an internal assessment of the quality of the audit. Such person will be required to abide by the confidentiality conditions set down in clause 13 of these Terms and Conditions, and will on request, sign and abide by any separate non-disclosure agreement provided by the (candidate) WEEELABEX Operator to provide further assurance of confidentiality. Copies of all such agreements will be kept by the WEEELABEX Office for a period of two years, or longer if agreed by both parties.
- c) access to a WEEELABEX Member System(s) representative (an employee of a WEEELABEX Member System or of an associated EEE manufacturer) to witness the audit activities (only applicable in the case when the WEEELABEX Member System commissioned and paid for the WEEELABEX conformity verification process). Such representatives will be required to abide by the confidentiality conditions set down in clause 13 of these Terms and Conditions, and will on request, sign and abide by any separate non-disclosure agreement provided by the (candidate) WEEELABEX Operator to provide further assurance of confidentiality. Copies of all such agreements will be kept by the WEEELABEX Member System for a period of two years, or longer if agreed by both parties; and
- d) access to the respective representative(s) of the Czech Accreditation Institute in order to perform the accreditation assessment of the WEEELABEX certification process.

## **2. Additional questionnaires and reports**

If the conformity verification process is instigated by a WEEELABEX Member System(s), then additional proprietary questionnaires / reports may be added to an audit with the agreement of the (candidate) WEEELABEX Operator concerned. These additional questionnaires / reports do not form part of the WEEELABEX Audit and copies shall not be shared with the WEEELABEX Office.

## **3. Appeals**

A (candidate) WEEELABEX Operator shall be entitled to lodge an appeal against the outcome of a WEEELABEX Audit which negatively affects them. Any such appeal suspends any decision against which the appeal is introduced. The full procedure for the appeals process is described in the B06 Appeal Process for Systems and Operators.

## **4. Application for conformity verification**

The process of conformity verification involves an on-site audit (a 'WEEELABEX Audit') of the collection or logistic facility to ascertain compliance to the WEEELABEX Conformity Verification documents as defined in the WEEELABEX certification scheme – Operators (hereinafter "WEEELABEX requirements"). The application by a (candidate) WEEELABEX Operator shall be made to WEEELABEX Organisation in such a manner as the WEEELABEX Organisation may from time to time prescribe. The full procedure for the process of conformity verification is described in the B04 WEEELABEX Guidance document, if applicable.

It is the responsibility of the (candidate) WEEELABEX Operator to satisfy themselves that they are ready to have one or several WEEE streams assessed by the WEEELABEX Auditor(s), including where relevant, all such downstream process / treatment, if applicable.

## **5. Appointments**

With the exception of surprise audits, the WEEELABEX Lead Auditor will give adequate notice of the date of the WEEELABEX Audit to the (candidate) WEEELABEX Operator. See Section 4.8.1 of the B04 WEEELABEX Guidance document. Once confirmed, cancellation of a visit by a (candidate) WEEELABEX Operator may incur service fees. If less than 10 working days' notice is given of the cancellation a fee up to the total cost of the visit may be incurred by the (candidate) WEEELABEX Operator, if applicable.

## **6. Attestation of conformity (certification)**

Following the completion of all the necessary steps in the WEEELABEX Audit process (general audit, surveillance audit) the WEEELABEX Auditor shall submit the audit results (confirmation of whether or not the (candidate) WEEELABEX Operator has met the WEEELABEX requirements) to the WEEELABEX Office in the form of a summary report.

The WEEELABEX Office records and review the outcome of each WEEELABEX Audit and will either:

- a) grant the attestation of conformity (certification) and certify [or continue to certify] the WEEELABEX Operator and the duly assessed collection or logistic processes, if applicable; or
- b) decline the attestation of conformity (certification) and not certify the candidate operator [or suspend, withdraw or reduce the scope of the certification the WEEELABEX Operator], if applicable.

If the decision to certify the (candidate) WEEELABEX Operator is positive, and following payment of the registration fee (a requirement of being certified as a WEEELABEX Operator), the WEEELABEX Office shall issue an attestation of conformity document (certificate) detailing the WEEELABEX Operator's scope of certification and incorporating the date of certification, validity period and the document number. Details of the information to be included in the attestation of conformity document are set down in the B04 WEEELABEX Guidance document, if applicable.

The certificate is the property of the WEEELABEX Organisation and shall be returned, upon request to the WEEELABEX Office on cessation of certification for whatever reason.

## **7. Audit service fee**

The service fees of WEEELABEX Auditor(s) and any technical experts are paid by the WEEELABEX Member System(s) ordering a WEEELABEX Audit; or by the (candidate) WEEELABEX Operator if he is initiating the WEEELABEX Audit. See Section 4.2.4 of the B04 WEEELABEX Guidance document.

A WEEELABEX Auditor shall be appointed for the WEEELABEX Audit to perform the general audit; it is recommended that the same Auditor is appointed to perform the subsequent surveillance audit (the following year after the general audit). See Clause 4.2.3 of the B04 WEEELABEX Guidance document.

## **8. Auditors**

The WEEELABEX Member System(s) or the (candidate) WEEELABEX Operator initiating the WEEELABEX Audit process may propose the name of auditor(s) to conduct the audit(s) to the WEEELABEX Office in the "Declaration of Intent" document. The proposed auditors may be selected only from the list of certified WEEELABEX Auditors that will be maintained by the WEEELABEX Organisation available at the website [www.weelabex.org](http://www.weelabex.org). It is the responsibility of the WEEELABEX Office to nominate the auditor(s) to conduct the audit(s).

At least one member of the audit team shall be a WEEELABEX Lead Auditor (or WEEELABEX Auditor in case of collection or logistic processes). The Lead Auditor (Auditor) shall be responsible for the validation of the (candidate) WEEELABEX Operator's collection or logistic process streams against the WEEELABEX requirements and submitting the results of the WEEELABEX Audit to the WEEELABEX Office (in the form of a Summary Audit report including all the other supportive reports and documents completed by the WEEELABEX Auditor related to the conformity verification process), if applicable.

The following impartiality rules shall be respected in regards to the Audit team members:

- a) Auditors shall be committed to impartiality and confidentiality according to ISO 17024 and be independent to the extent that is required.
- b) An auditor employed by a WEEELABEX System may not perform an audit at a facility where the auditor has the responsibility for the contractual / service relationship within the last twelve calendar months.
- c) All audits are to be carried out by "third party" auditors (auditors that are not employed by any WEEELABEX System). Without prejudice to clause b) and the sentence above, a third party auditor may request the services of a second party auditor (auditor that is employed by a WEEELABEX System) in exceptional cases where there is a lack of auditors or where the third party auditor is being assessed to become a lead auditor. An auditor (Lead auditor or Auditor) employed by a WEEELABEX System may therefore perform a WEEELABEX audit only as a member of an audit team comprising of at least one auditor that is not employed by any WEEELABEX System. All members of the audit team shall be committed to impartiality and confidentiality according to ISO 17024 and ISO 17065. Contractual relationship between the auditor(s) and the operator shall be managed by the auditor that is not employed by any WEEELABEX System.
- d) An auditor or his/her auditing company may not perform an audit at a facility where the auditor or the auditing company have a direct consultancy / business relationship within the last twelve calendar months.
- e) Auditors or his/her auditing companies shall not provide a consultancy service or form a business relationship with any collection or logistic facility where he has performed a WEEELABEX Audit for one year after the said WEEELABEX Audit has taken place.

WEEELABEX Member Systems may elect to set up a national or supra-national audit group to mandate, co-ordinate and finance audits. They may also appoint a co-ordinator to co-ordinate the audits in a particular area and to mediate possible issues.

## 9. Audit Categories

### ***For Collection points and Collection facilities:***

***The WEEELABEX Audit is in a four year cycle. The validity of the certification is 48 months (four years) from the date of certification. WEEELABEX Operator certification continues for as long as the Operator achieves a positive audit report (after a General or Surveillance Audit) and the terms and conditions set down in this document and the requirements of this Guidance document are met.***

### ***For Logistics facilities:***

***The WEEELABEX Audit is in a two year cycle. The validity of the certification is 24 months (two years) from the date of certification. WEEELABEX Operator certification continues for as long as the Operator achieves a positive audit report (after a General or Surveillance Audit) and the terms and conditions set down in this document and the requirements of this Guidance document are met.***

See Section 4.4 of the B04 WEEELABEX Guidance document.

There are several categories of audit (in the year one and **other years** of audit cycle) which are described below. Normal audits occur at set times, exceptional audits occur when required.

Where there are significant shortfalls in the preparedness of the (candidate) WEEELABEX Operator, such that the main audit activity cannot proceed without changes to their legal permit or there are

identifiable health and safety risks to the members of the audit team, or inducements are offered the WEEELABEX Lead Auditor will terminate the audit process and inform the (candidate) WEEELABEX Operator of the decision, giving the (candidate) WEEELABEX Operator the opportunity to address shortfalls prior to a full audit at another convenient date.

The duration of each audit is set down in Section 4.5 and Annex 1 of the B04 WEEELABEX Guidance document, if applicable.

**For Collection points and Collection facilities:**

<b>YEAR ONE</b>	<b>YEAR THREE</b>	<b>Exceptional audits</b>
<b>General and legal compliance and document management</b> <b>Material acceptance, handling, storage and sorting</b> <b>Training, facility safety and emergency planning</b> <b>Transport</b> <b>WEEE suitable for preparing for re-use</b> <b>Documentation</b>	<b>General and legal compliance and document management</b> <b>Material acceptance, handling, storage and sorting</b> <b>Training, facility safety and emergency planning</b> <b>Transport</b> <b>WEEE suitable for preparing for re-use</b> <b>Documentation</b> <b>Review of corrective actions implemented</b>	<b>Extensions or changes to scope</b>
		<b>Surprise notices audits</b>
		<b>Corrective action visits (re-audits)</b>
		<b>Appeals audits</b>

**For Logistics facilities:**

<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>Exceptional audits</b>
<b>General and legal compliance and document management</b> <b>Material acceptance, handling, storage and sorting</b> <b>Training, facility safety and emergency planning</b> <b>Transport</b> <b>WEEE suitable for preparing for re-use</b> <b>Documentation</b>	<b>Mainly focused on the Priority 1 issues and previous non-conformances.</b>	<b>Extensions or changes to scope</b>
		<b>Surprise notices audits</b>
		<b>Corrective action visits (re-audits)</b>
		<b>Appeals audits</b>



## **10. Cancellation and withdrawing of the certification**

See Section 3.5 of the B04 WEEELABEX Guidance document.

The WEEELABEX Office may, at any time, cease consideration of an application, or withdraw the certification of a WEEELABEX Operator for failure to make payment of the prescribed fees and charges. The decision to cancel consideration of an application, or withdraw the certification, shall be notified to the (candidate) WEEELABEX Operator in writing and shall be deemed to become effective at the expiration of fourteen days after the date of dispatch of the letter.

Should a WEEELABEX Operator seek to have their certification reinstated, then WEEELABEX Office may make a charge to cover the costs involved.

The WEEELABEX Office may, at any time, withdraw the certification of a WEEELABEX Operator if it is shown to the satisfaction of the WEEELABEX Office that:

- a) it has committed a breach of any of the obligations imposed by these Terms and Conditions, or
- b) it fails to maintain its collection or logistic processes to the requirements of the relevant standard, or
- c) it fails to rectify departures from the WEEELABEX requirements observed by a WEEELABEX Auditor(s) during any surveillance or exceptional audits of the collection or logistic process(es) provided by the WEEELABEX Operator, or
- d) it fails to notify the WEEELABEX Office of the existence of changes to their collection or logistic process(es) or operation, or
- e) it fails to notify the WEEELABEX Office within thirty days of a change in the WEEELABEX Operator ownership, which results in a change to the controlling interest of the WEEELABEX Operator, or
- f) it attempts to mislead its clients about the location or source of a service within its scope of certification, or
- g) it fails to advise the WEEELABEX Office of a known breach of legislation that has a direct bearing on the certification granted by the WEEELABEX Office, or
- h) it becomes bankrupt or insolvent or has a receiving order made against it, or compounds with its creditors or being a corporation commences to be wound up (not being a members voluntary winding up for the purposes of reconstruction) or carries on business under a receiver for the benefit of creditors or any of them or if, in the opinion of the WEEELABEX Office, the nature of its work has changed or it shall cease to trade or if there be any change in the ownership of the business that material affects the conditions under which the WEEELABEX Operator was certified, or
- i) it performs any act which, in the opinion of the WEEELABEX Office, is contrary or prejudicial to the objects or reputation of the WEEELABEX Office.

Before deciding whether or not to withdraw the certification of a WEEELABEX Operator, the WEEELABEX Office shall inform the WEEELABEX Operator, in writing by recorded delivery, of their intention to do so and the reason for the withdrawing of the certification. The WEEELABEX Office shall afford the WEEELABEX Operator the opportunity to make representation in writing to the WEEELABEX Office within fourteen days of the date of recorded dispatch, and shall consider such representation before deciding whether or not to withdraw the certification of the WEEELABEX Operator.

A decision to withdraw the certification of a WEEELABEX Operator shall be notified in writing by recorded delivery. The WEEELABEX Office may make the notice of to withdraw the certification public and the reason(s) why such as decision was made.

## **11. Change of details - process and consequences of details change**

WEEELABEX Operators must declare any changes to its details to the WEEELABEX Lead Auditor who performed the audit during the two year audit cycle and to the WEEELABEX Office, in particular those changes listed in the following Table. This is essential as changes might affect the validity of the certification.



Type of Change	Consequences
Additional location.	Audit of new location.
Relocation.	Audit of new location.
Major change to production plant or process (see 4.4.2.3)	Audit of alterations and any affected processes.
Dissolution of WEEELABEX Operator company.	Certification withdrawn. Re-certification via application and full audit necessary.
Change of company name.	Re-issue of the Certificate (with reference to former name if within that audit cycle).
WEEELABEX System or Auditor aware of undeclared changes in a WEEELABEX Operator's business status	WEEELABEX Auditor to review, potential to recommend suspence or withdraw certification and request a full or partial re-audit.
Removal of permits / licenses to operate	Suspension / withdrawal of certification until such time that the necessary permits / licences are in place and can be verified by the WEEELABEX Auditor.
Different process streams treated	Certification of new processes for different process streams.

Other changes - Alterations that do not fall within these definitions shall be referred to the WEEELABEX Office. If necessary, the WEEELABEX Office shall refer the alteration to the WEEELABEX Governing Council, e.g. if there is a technical issue involved.

The WEEELABEX Office shall make a decision within a calendar month and where appropriate shall amend this document to reflect such alterations to the list of items requiring notification.

## 12. Conditions of continued certification

***For Collection points and Collection facilities, the WEEELABEX Audit is in a four year cycle. For Logistics facilities, the WEEELABEX Audit is in a two year cycle.*** A General Audit is performed in Year one and a Surveillance Audit is performed ***in Year three (Collection points and Collection facilities) or in Year two (for Logistics facilities)***. Following the Surveillance Audit the audit cycle will revert to the year one General Audit (without limit). The new General audit is subject to a new certification process starting by submitting a new Declaration of Intent.

If a WEEELABEX Operator elects to not seek conformity verification at the end of the audit cycle, then the certification shall expire on expiry date defined on the Conformity attestation document (Certificate) subject to:

- a) the satisfactory outcome of the Surveillance Audit and compliance with these Terms and Conditions, as may be amended from time to time,
- b) compliance with the WEEELABEX requirements, and
- c) payment of an annual registration fee, with payment to be received within normal payment terms of an issued invoice; and
- d) access by WEEELABEX Auditor(s), to those parts of the business and premises covered by the scope of certification for the purpose of surveillance or exceptional audits; and

- e) application being made for changes to the WEEELABEX Operator 's scope of certification as a result of changes to the WEEELABEX Operator's collection or logistic processes, if applicable. The WEEELABEX Operator shall notify the WEEELABEX Office of changes, not later than twenty-eight days prior to coming into effect.

### 13. Confidentiality

The WEEELABEX Office shall meet the requirements of ISO 17024 and ISO 17065 to ensure confidentiality of 'Confidential Information'. The (candidate) WEEELABEX Operator shall meet the requirements defined in this document to ensure confidentiality of 'Confidential Information':

'Confidential Information' shall include:

- a) Licenses; permits or exemptions and / or working plans.
- b) Company policies; written or oral instructions to staff and / or site operational method statements.
- c) Collection or logistic operations and routes of non-hazardous materials derived from dismantling Waste Electrical and Electronic Equipment prior to recovery and / or recycling.
- d) and other commercially sensitive information relating to the Waste Electrical and Electronic Equipment collection, treatment, handling and compliance obligations of any such organisation that the WEEELABEX Auditor(s) is required to audit.

'Confidential Information' shall mean:

- a) in respect of Information not generally known, and confidential or propriety information, whether oral, written, or embodied in materials including but not limited to all information regarding any technical and commercial operations including financial statements, marketing information financing processes, drawings, plans, sketches, designs, lists, reports, data sheets, memoranda, documents, unpublished patent applications; electronic representations, technical data, know-how, trade secrets, models, samples, programmes, research, development, methods of operation and applications and all information disclosed to Receiving Party as information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence.
- b) in respect of Information that is imparted orally, any information that the Disclosing Party or its representatives informed the Receiving Party at the time of disclosure was imparted in confidence and which is reduced to writing, marked 'Confidential' and sent to the Receiving Party within thirty days of the original disclosure; and
- c) any copy of any of the foregoing.

'Commercially Sensitive Information' shall be defined as:

- a) the information requested is a trade secret, or
- b) release of the information is likely to prejudice the commercial interests of any person. (A person may be an individual, a company or any other legal entity.)

For example:

- I. statements of financial information containing audited balance sheets and profit and loss accounts of companies, information on costs of production, revenue earned, etc.
- II. information as to a company's pricing structure
- III. information in the nature of operating information, future strategies, export markets, selling prices and overseas customers
- IV. information, such as current client lists and production costs

In addition to the requirements defined above, the following confidentiality rules shall be respected regarding to the WEEELABEX reports and documents:

- The (candidate) WEEELABEX Operator shall not distribute or allow to be distributed any copy of the A05.2 Audit Report other than to the WEEELABEX Office and to the WEEELABEX Member System (if commissioned and paid for the WEEELABEX conformity verification process). The Audit Report shall not be passed to any other third party, except where mandated by law or required by the WEEELABEX documents and rules.
- The (candidate) WEEELABEX Operator agrees that the A05.4 Summary Audit report will be made available to the WEEELABEX Office and all WEEELABEX Member Systems (only applicable in the case when the WEEELABEX Member System commissioned and paid for the WEEELABEX conformity verification process). When required for the purposes of an appeal, the (candidate) WEEELABEX Operator agrees that the Audit Report and the Summary Audit report and other relevant documents will be made available to the Appeal Auditors.
- The (candidate) WEEELABEX collection or logistic operator agrees that data from audits can be used for research purposes within the framework of the Conformity verification process, if applicable. Data collected will be aggregated and/or anonymised for further analysis and publications.
- The (candidate) WEEELABEX Operator shall not distribute or allow to be distributed any copy of the WEEELABEX documents, reports, tools and templates without the prior written agreement of the WEEELABEX Office, except where required or allowed by the WEEELABEX rules.

All information acquired by the WEEELABEX Organisation and/or by the WEEELABEX Member System(s) about a (candidate) WEEELABEX Operator, shall be confidential and shall not be disclosed to a third party without the prior written agreement of the (candidate) WEEELABEX Operator concerned, except where mandated by law or required or allowed by the WEEELABEX documents and rules. Data collected will be aggregated and/or anonymised for further analysis and publications.

The WEEELABEX Office shall use equipment that ensures the secure handling of confidential information.

#### **14. Conformity verification process instigated by a WEEELABEX Member System(s)**

When a conformity verification process (the 'WEEELABEX Audit') is instigated by a WEEELABEX Member System(s), the (candidate) WEEELABEX Operator will permit the WEEELABEX Member System(s), by such WEEELABEX Auditor(s) and technical experts as it may appoint for the purpose, to audit the (candidate) WEEELABEX Operator's collection or logistic processes.

The (candidate) WEEELABEX Operator shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. The WEEELABEX Member System(s) shall not unreasonably disregard the grounds for objection.

## **15. Health and safety**

The (candidate) WEEELABEX Operator shall promptly notify the WEEELABEX Auditor(s) of any health and safety hazards which may arise in connection with audit(s) and collection or logistic process(es) and/or operations performed at the collection or logistic facility.

The WEEELABEX Auditor(s) accessing the (candidate) WEEELABEX Operator's site will adhere to the health and safety and environmental rules of the (candidate) WEEELABEX Operator and they shall not impede delivery of the collection or logistic process(es) and/or other operations performed at the site as long as these are not in conflict with the National or Local Regulations.

## **16. Law and justification**

The certification process and the validity, construction and performance of these Terms and Conditions, as amended from time to time by the WEEELABEX Organisation and as set out in governance, statute, order or other documents shall be governed by Czech Republic law.

## **17. Liability**

WEEELABEX Audits will be carried out in accordance to the WEEELABEX requirements and the audit tools provided by the WEEELABEX Organisation to audit the (candidate) WEEELABEX Operator's service, licenses and permits and the plant and equipment at the facility.

The scope of work in preparing the audit reports will be limited solely to those procedures. Accordingly, the WEEELABEX Lead Auditor is required to express only the opinion as to whether or not the WEEELABEX requirements have been met by the (candidate) WEEELABEX Operator. The WEEELABEX Office remains the responsible party for the certification process of a WEEELABEX Operator.

The client (whomsoever instigated the conformity verification process) is responsible for determining whether the scope of the work specified is sufficient for its purposes and the WEEELABEX Auditor (or his company) shall make no representation regarding the sufficiency of these procedures for the client's purposes. The procedures performed are not designed to and are not likely to reveal fraud. The WEEELABEX Auditor (or his company) shall not accept duty, responsibility or liability to any party, other than to the client.

## **18. Management Representatives**

The management representative is the person nominated by the (candidate) WEEELABEX Operator, who is functionally responsible to the executive management for the maintenance and operation of that (candidate) WEEELABEX Operator's WEEE collection or logistic processes and who is fully conversant with the WEEELABEX requirements.

## **19. Marks and attestation of conformity document (certificate).**

See Section 6 of the B04 WEEELABEX Guidance document.

The (candidate) WEEELABEX Operator agrees that he:

- a) shall make claims regarding certification only in respect of the collection or logistic process(es) (the scope) for which the attestation of conformity (hereinafter also as "certificate" has been granted;

- b) does not use marks or the certificates in such a manner as to bring the WEEELABEX Organisation into disrepute and does not make any statement regarding its collection or logistic process(es) which the WEEELABEX Office may consider misleading or unauthorised;
- c) will use the marks or the certificates only to indicate that his collection or logistic processes (the scope for which certification has been granted) meets the WEEELABEX requirements;
- d) endeavours to ensure that no marks or the certificates or reports nor any Part thereof is used in a misleading manner;
- e) complies with the requirements of the WEEELABEX Organisation and these Terms and Conditions in making any reference to his certification in communication media such as documents, brochures or advertising;
- f) (upon suspension or withdrawal of certification) shall discontinue his use of all advertising matter that contains any reference thereto and returns any marks and certificates as required by the WEEELABEX Office.

Marks and certificates may only be used by a WEEELABEX Operator that satisfy the requirements set out in these Terms and Conditions and other relevant material controlling the conformity verification process; and who has express permission from the WEEELABEX Office.

Ownership of all marks and words used in reference to certification as a WEEELABEX Operator remains the property of the WEEELABEX Organisation. Marks and wording may only be used on sales literature relating to the collection or logistic processes operated by the WEEELABEX Operator under the scope of their certification.

If the WEEELABEX Operator has their certification removed, all marks and certificates must be removed from their communications media and/or returned to the WEEELABEX Office without undue delay.

A (candidate) WEEELABEX Operator shall not use the WEEELABEX Organisation's mark(s), until his certification is confirmed in writing.

## **20. Misuse of WEEELABEX Organisation marks and certificate(s)**

See Section 6.2.9 of the B04 WEEELABEX Guidance document.

A WEEELABEX Operator whose certification has been withdrawn, shall not exhibit, or cause to be exhibited, its former certificate or any copy of it, either on its premises or elsewhere, nor shall it use or display, or permit to be displayed, any reproduction, print or replica of the WEEELABEX Organisation marks or certificate in any form or on any material whatsoever.

A (candidate) WEEELABEX Operator that is not yet certified shall not use, or cause to be used, the words "WEEELABEX Operator" in any manner or for any purpose whatsoever, in connection with his business or his company or trading name, nor shall he in any way represent himself or his business as being so certified.

## **21. Non-disclosure Agreement**

On request, all members of the audit team, including any observers, will sign and abide by any separate non-disclosure agreement provided by the (candidate) WEEELABEX Operator to provide further assurance of confidentiality.

Copies of all such agreements will be kept by the WEEELABEX Lead Auditor for a period of two years, or longer if agreed by both parties.

## **22. Photographs**

The (candidate) WEEELABEX Operator shall permit a WEEELABEX Auditor(s) to take photographs of all areas of the collection or logistic facility in connection with the performance of the WEEELABEX Audit in order to record aspects of the collection or logistic process; to record issues or breaches of the WEEELABEX requirements that may become apparent during the audit(s); save for where such photographs would record commercially sensitive information.

The WEEELABEX Lead Auditor will disclose all photographs taken to the (candidate) WEEELABEX Operator and delete/destroy all those where it is agreed will breach the confidentiality clause within these terms and conditions.

## **23. On site audits and tests**

WEEELABEX Auditor(s) and any technical experts (the audit team) will assess the compliance of the (candidate) WEEELABEX Operator against the WEEELABEX requirements by performing an on-site WEEELABEX Audit, (and/or surveillance audit as indicated by the collection or logistic process streams being assessed). The WEEELABEX Auditor(s) will utilise the documents, audit tools and reports provided by the WEEELABEX Organisation as set down in the B04 WEEELABEX Guidance Document.

The (candidate) WEEELABEX Operator shall provide unrestricted access to those parts of his business, premises to all members of the audit team and supporting documents covered by the proposed scope of the WEEELABEX Audit process.

Office accommodation shall be made available to the audit team for the duration of the on-site audit (and/or surveillance audit as indicated by the collection or logistic process streams being assessed), and the (candidate) WEEELABEX Operator's management representative, or his deputy, shall be present throughout. The management representative shall attend the opening and closing meetings.

The WEEELABEX Audit shall normally take place within three months of the acknowledgment of the application by the WEEELABEX Office. In the event that the time interval exceeds three months, the WEEELABEX Lead Auditor may require confirmation that the (candidate) WEEELABEX Operator's processes have not substantially changed.

## **24. Review (Quality Management and Accreditation Assessment)**

The WEEELABEX Organisation has implemented a quality management system to ensure the quality of the entire certification process.

A quality review of the audits performed by WEEELABEX Auditors will be undertaken by the WEEELABEX Office, or by persons nominated by the WEEELABEX Office.

The (candidate) WEEELABEX Operator agrees that all the reports and documents completed by the WEEELABEX Auditor within the WEEELABEX conformity verification process will be made available to the WEEELABEX Office, or to persons nominated by the WEEELABEX Office in order to perform an internal quality review of those reports.

The (candidate) WEEELABEX Operator agrees that all on-site audits or tests may be witnessed by persons nominated by the WEEELABEX Office in order to perform an internal assessment of the quality of the audit.

All persons nominated by the WEEELABEX Office to be involved in the internal quality process shall be requested to sign a confidentiality agreement to keep the confidentiality of the information.

The (candidate) WEEELABEX Operator will be informed in advance about who is nominated to perform the on-site internal quality audit of the respective WEEELABEX audit or test. The (candidate)



WEEELABEX Operator may reject the nominated person(s) in case conflict of interest is proven and there is a legitimate concern that the impartiality of the internal quality audit will not be met. Such rejection shall be notified to WEEELABEX office in writing with an explanation so it will be taken into consideration by the WEEELABEX office. In such case, another (suitable) person(s) will be nominated to perform the internal quality audit.

The (candidate) WEEELABEX Operator agrees that all the reports and documents completed by the WEEELABEX Auditor within the WEEELABEX conformity verification process will be made available to the respective representatives of the Czech Accreditation Institute in order to perform the accreditation assessment of the WEEELABEX certification process. In addition, the (candidate) WEEELABEX Operator agrees that the respective representatives of the Czech Accreditation Institute may be present during any WEEELABEX audit or test in order to perform the accreditation assessment of the WEEELABEX certification process.

## **25. Registration fee**

The certification of a WEEELABEX Operator is contingent upon the payment of an annual registration fee subject to VAT (if applicable) at the prevailing rate in the Czech Republic. A registration fee shall be paid by the operator for each of the collection or logistic process streams (being the subject of the certification). See Section 3.3.2 of the B04 WEEELABEX Guidance document, if applicable.

It shall be payable by the WEEELABEX Operator following the attestation of conformity and certification as a WEEELABEX Operator; and at each anniversary thereafter as long as the certification is continued.

The fee covers the use of the WEEELABEX Mark(s) by the WEEELABEX Operator during the next 12 months.

The WEEELABEX Office will issue an invoice for the registration fee, which shall be payable within 14 days from the date of issue, without deduction.

## **26. Risk and insurance**

The WEEELABEX Auditor will consider and assess all risks when entering a (candidate) WEEELABEX Operator's site in connection with performing the audit.

All equipment brought onto the (candidate) WEEELABEX Operator's site shall be at the WEEELABEX Auditor's own risk unless the WEEELABEX Auditor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the (candidate) WEEELABEX Operator. The WEEELABEX Auditor (or his company) shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the WEEELABEX Auditor, arising out of the audit process, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the WEEELABEX Auditor. Such insurance shall be maintained for a minimum of two years following the expiration or earlier termination of the listing of the WEEELABEX Auditor.

The WEEELABEX Auditor (or his company) shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

The WEEELABEX Auditor (or his company) shall produce to the WEEELABEX Office and/or (candidate) WEEELABEX Operator, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

The terms of any insurance or the amount of cover shall not relieve the WEEELABEX Auditor (or his company) of any liabilities under this Agreement.



## **27. Suspension**

See Section 3.5.3 of the B04 WEEELABEX Guidance document.

Certification granted by the WEEELABEX Organisation may be temporarily suspended for a number of reasons including:

- a) voluntary cessation (by the WEEELABEX Operator) of the operation of the collection or logistic process(es) for whatever reason,
- b) the collection or logistic process(es) operation by the WEEELABEX Operator have persistently or seriously failed to meet the conformity verification criteria and have shown itself to be incapable of being effective,
- c) the WEEELABEX Operator has not permitted a WEEELABEX Auditor(s) to conduct a surveillance or exceptional audits.

During its suspension, for whatever reason, the WEEELABEX Operator shall not promote any claim to the effect that their collection or logistic processes(es) are in compliance with the WEEELABEX requirements. In addition, the WEEELABEX Organisation may place notice on its website that a WEEELABEX Operator's certification is under suspension.

Following a period of suspension: a surveillance audit shall be performed and any relevant corrective actions completed prior to reinstatement of the certification. In this case, the surveillance audit and any corrective actions audit service fees of WEEELABEX Auditor(s) and any technical experts are paid by the WEEELABEX Operator.

## **28. Technical experts**

See Section 4.2.2 of the B04 WEEELABEX Guidance document.

A technical expert appointed as part of the audit team is an individual who is an expert in a particular field of knowledge, engaged to provide detailed information and advice to the WEEELABEX Auditor in connection with the performance of the WEEELABEX Audit process.

Such technical experts will be required under contract to abide by the terms of the WEEELABEX A03 Auditor Agreement and to maintain all confidentiality aspects as set down in those Terms and Conditions. Evidence of agreement to these Terms and Conditions will be provided to the (candidate) WEEELABEX Operator on request.