



Affiliation Contract for the “E-cigarettes” Industry Solution

between

Company:

Street and house number: _____

Postcode and city/town: _____

Represented by: _____

And by: _____

(hereinafter referred to as “Manufacturer/Importer”)

and

The SENS Foundation

Obstgartenstrasse 28
8006 Zurich, Switzerland

Represented by Pasqual Zopp, Managing Director
and by Tobias Müller, Head of Customers, Deputy Managing Director

(hereinafter referred to as “SENS”)

The parties enter into the following agreement:

1. Aim

The signing of this Affiliation Contract for the “E-cigarettes” Industry Solution aims to fulfil the industry’s obligation under the Ordinance on the Return, Taking Back and Disposal of Electrical and Electronic Equipment (ORDEE). The “E-cigarettes” Industry Solution provides the Manufacturer/Importer with an inexpensive, environmentally sound industry solution for the recycling of e-cigarettes that is secured by controls and financed through advance recycling fee (ARF).

2. Pillars

The pillars of the “E-cigarettes” Industry Solution are:

- The responsibility of Manufacturers/Importers (producer responsibility).
- Ensuring the take-back obligation all over the country in accordance with the ORDEE by means of the affiliated contractual partners and SENS collection points.
- Consumers can fulfil their ORDEE return obligation in an uncomplicated manner and free of charge at the time of return.
- Secured funding and standardised processes.
- “E-cigarettes” Industry Solution fact sheet.
- Inspection of collection points, transport companies, recyclers and contractual partners subject to ARF.
- Switzerland-wide convenience collection solution with “vape bag” from the point of sale.
- Awareness-raising work to encourage returns.

3. Contractual partners of SENS

- 3.1 Manufacturers/Importers who have signed the Affiliation Contract with SENS are contractual partners of SENS.
- 3.2 The contractual partners of SENS represent the Industry Solution in terms of their product responsibility (“producer responsibility”).
- 3.3 All companies that manufacture e-cigarettes in Switzerland or the Principality of Liechtenstein or import them into these countries can join the “E-cigarettes” Industry Solution as a contractual partner.
- 3.4 The obligations for new signatories of the Affiliation Contract with SENS come into force from the time of signing the Affiliation Contract. No flat-rate purchase fees are charged and the ARF is not payable retroactively to a specific date.

4. Obligations of SENS

- 4.1 SENS operates the “E-cigarettes” Industry Solution in accordance with the fact sheet “E-cigarettes” Industry Solution. SENS is responsible for the organisation and operation of the recycling/recovery solution vis-à-vis the manufacturer.
- 4.2 SENS commissions recycling companies to ensure that the e-cigarettes that are returned by the manufacturer to the Industry Solution are recycled in accordance with the legal requirements or in accordance with the requirements of SENS.
- 4.3 SENS is a centre of expertise for enquiries from consumers, authorities, retailers, recycling companies and the public. It makes its expertise available to its contractual partners, other stakeholders and interested parties.

5. Obligations of the Manufacturer/Importer

- 5.1 The Manufacturer/Importer supports the implementation of the ORDEE on a private-sector basis and participates in the “E-cigarettes” Industry Solution as well as the financing of the recycling costs via the levying of advance recycling fees(ARF).
- 5.2 The Manufacturer/Importer levies the ARF on the e-cigarettes imported or manufactured by the Manufacturer/Importer and distributed in the Swiss and Liechtenstein markets in accordance with the ARF tariff list and pays this into the “E-cigarette” fund designated by SENS.
- 5.3 The “E-cigarettes” Industry Solution is implemented in accordance with the fact sheet “E-cigarettes” Industry Solution. The Manufacturer/Importer undertakes to fulfil the other tasks and obligations for manufacturers/importers derived from the ORDEE.

6. Confidentiality, secrecy

- 6.1 The parties as well as their bodies shall treat documents and information relating to the business sphere of the other party, as well as the data and quantity reports of the individual parties involved as strictly confidential, which are neither generally known nor generally accessible. Company-specific information may also be subject to business secrecy.

7. Commencement, termination, cancellation

- 7.1 This contract enters into force on 1 January 2023. In order for the Affiliation Contract to come into force, the affiliated contractual partners must achieve a market share of 50 per cent of the market volume.
- 7.2 This contract may be terminated in writing by either contracting party with six months' notice effective at the end of a calendar year, for the first time as of 31 December 2025.

8. Final provisions, applicable law, jurisdiction

- 8.1 This contract, its annexes, as well as any amendments and supplements must be stipulated in writing and signed by both contracting parties in order to be valid. This formal requirement may be waived only by written agreement.
- 8.2 This Affiliation Contract is subject to Swiss law.
- 8.3 Any disputes arising from this contract shall primarily be resolved by mutual agreement between the contractual partners. Before taking legal action, the parties agree to reach a solution in direct talks at least twice, if necessary with the involvement of advisers and/or a mediator. If no agreement is reached, they shall submit the dispute to the Commercial Court of the Canton of Zurich in Zurich as the exclusive court.
- 8.4 In the event of disputes, the contractual partners shall nevertheless fulfil their contractual obligations to each other in full. In particular, the fulfilment of contractual obligations must not be interrupted, nor may payments due be refused.

The following annexes are integral parts of this contract:

- “E-cigarettes” Industry Solution fact sheet

City/town: _____

Date: _____

Company: _____

Signature: _____

Name, first name (in block capitals)

Name, first name (in block capitals)

Position

Position

Zurich, _____

The SENS Foundation

Pasqual Zopp
Managing Director

Tobias Müller
Head of Customers, Deputy Managing Director