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Danish Producer Responsibility

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GUARANTEE ON DEMAND

Registrar:

At the instance of:

Address:

Central business register number/VAT. No.:

In the following 'the producer'

Credit institution:

Declares

Address:

Central business register number/ VAT No.:

In the following 'the credit institution'

Irrevocably, on demand and without adjudication or other documentation for the justification of the claim to pay to:

DPA-System

Vesterbrogade 6D, 4.

DK-1780 Kbh. V.

Central business register number: 29028842

In the following 'DPA-System'

An amount of (whole figures without spaces) _____ DKK
say _____ 00/100

In connection with the registration of the company with DPA-System this amount is to provide financial security for the payment by the producer, in whole or in part of the below obligations further to Part 11 of the WEEE Order.

The guarantee will be released in whole or in part to DPA-System if:
The producer does not collect the allocated waste from electrical and electronic equipment within the time limits set up in a so-called allocation period.

Term of the guarantee:

The guarantee must be certified no later than 31 August in the year in which the duration of the guarantee begins. The validity of the guarantee, regardless of the certification date, is from and including 1 September of the year of issue up to and including 1 September in the subsequent year – i.e. a full allocation period.

Payment of the guarantee:

DPA-System submits a request for payment under this guarantee by letter to the credit institution and within eight days of reception the requested amount must be available on the account of DPA-System.

Expiry of guarantee:

If a request for payment has not been submitted on the date of expiry DPA-System must return the original guarantee document to the producer.

General:

DPA-System can request the guarantee in whole or in part paid in one or in several successive or unconnected instalments – since the extent of the non-performance may vary and may be of a recurrent nature.

The producer declares by his signature on this guarantee on demand that the producer is not entitled to prevent payments of amounts under the guarantee, and that the producer will not make use of any provisional remedies, including injunctions or attachments in order to prevent payment.

This guarantee shall be governed by Danish law and the agreed venue shall be Danish courts.

By use of foreign credit institutions with a Danish branch the foreign credit institution declares that a Danish court decision has direct enforceable effect towards the credit institution.

Date (ddmmyy without spaces) _____

Producer signature, printed _____

Signature: _____
(Producer) Stamp

Date (ddmmyy without separation marks) _____

Credit institution signature, printed _____

Signature: _____
(Credit institution) Stamp

DPA-System reserves the right to reject the guarantee, if DPA-System finds that the guarantee does not comply with the statutory requirements for the provision of a financial guarantee under the WEEE Order, Part 11.