



Product Environmental Regulatory Compliance Assurance System for the Electronics Industry

Do you know

- *that many of the Member States are late in transposition?*
- *that some of the Member States apply the take-back obligations to products outside the scope of the WEEE-Directive?*
- *whether your products are covered by a RoHS exemption?*
- *what you have to do in each of the European Member States to ensure you are in compliance?*
- *the most cost effective solution?*
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What It Offers You

A unique global product environmental regulatory compliance assurance system that will assist you to keep track of the regulatory developments and help you to comply with the environmental regulatory obligations applicable to the electronic products you put on the market.

Target Users

Corporate product managers, product designers, business-line managers, market researchers, research institutes,... from companies producing or selling electrical and electronic products or components.

Service Components

1. Executive Roadmap

- an at a glance overview country by country of the current situation in terms of compulsory take-back
- updated weekly

2. Monthly Reports

- covering on average some 40 environmental regulatory and policy developments relevant to electric and electronic products
- with for each development a two page summary and analysis in English

3. Compliance Calendar

- summarizing the pending and future compliance deadlines, what needs to be done by then, the regulatory citation and the hyperlink to a 2 page summary of the related regulation

4. Access to the Regulatory Texts

- list of relevant and applicable regulations, with direct hyperlinks to regulatory texts

5. Question & Answer

- to point you to the right information, help you understand the basics
- the Enhesa Experts are there to help you understand what it is all about

6. Personal Helpline Support

- to assist you as and when needed with your obligations to notify and report to the public authorities, choosing the right compliance strategy, helping to register with an industry-led take back scheme, etc. (optional – cost not included in the subscription: EUR 150/hour)

7. Periodic Teleconferences

- on the latest developments with presentations by expert panels and possibility to discuss amongst experts and participants

8. A Platform to Share Best Practices

- discuss common problems, develop common compliance strategies and benchmark performance

9. Internet Guide

- focused descriptions and links to subject-related websites from government agencies, industry associations, research institutes, etc.

10. Empowered Search Function

- covering the monthly reports, texts of regulations, summaries, fact-sheets, related government, industry and research websites

Geographic Scope

At the start the service covers some 40 countries representing the vast majority of the global market for electronic products as well as the majority of electronic product and component manufacturing. The service will be expanded to cover all countries with extended producer responsibility requirements impacting the electronics industry.

Subscription

Annual Subscription for EUR 5,000 valid for 365 days with automatic renewal.

Further Info

ENHESA

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Tel: +32-2-775.97.97 - Fax: +32-2-775.97.97

Email: enhesa@enhesa.com

www.enhesa.com



Product Environmental Regulatory Compliance Assurance System for the Electronics Industry

Name : _____ Position/Title : _____

Company : _____

Address : _____

Tel : _____ E-mail : _____

The ENHESA standard terms and conditions as attached apply.

(Note this service offer is limited to companies producing or selling electrical and electronic products or components. Other companies can ask for a specific offer.)

ANNUAL SUBSCRIPTION

Subscription/Renewal : EUR 5000

Type of credit card : VISA – Mastercard – Eurocard - AMEX

Card Account Number : _____

Card Verification Code : _____

Name of Cardholder : _____

Card Expiry Date : _____

Date + Signature : _____

I want to receive an invoice.

Please return this page to Enhesa, rue du Mail 15, B-1050 Brussels, Belgium
Tel : +32-2-775.97.97, Fax : +32-2-775.97.99, E-mail : monitor@enhesa.com

ANNEX - ENHESA S.A. TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** ENHESA, S.A. (hereinafter "ENHESA") is an international environmental and occupational safety and health policy and regulatory consultancy and agrees to provide for the sole benefit and exclusive use of the Client the Services set out in its Proposal.
2. **PAYMENT TERMS.** All sums due from the client to ENHESA in accordance with the terms of ENHESA's Proposal shall be paid by the Client to ENHESA upon presentation of ENHESA's invoice to the Client, and any sums remaining unpaid at the expiry of 30 days shall bear interest thereafter, to accrue from day to day at the rate of 5% (FIVE PER CENT) per annum above the EURIBOR three months average.
3. **STANDARDS OF CARE.** ENHESA will perform its services using all reasonable skill care and diligence to be expected of a properly qualified and competent firm of Environmental Consultants. Where ENHESA products and/or services involve descriptions or details of international, national or local laws and regulations, ENHESA shall use all reasonable efforts to obtain all relevant publicly available information. In the event ENHESA is not able to obtain the required information from public source, ENHESA will advise client on all such information as ENHESA believes may be pertinent but is not obtainable, and shall have no further responsibility for inclusion of such information in its products or services. No other warranty express or implied is made or intended by ENHESA's Proposal or by any oral or written reports.
4. **PROFESSIONAL LIABILITY.** Notwithstanding anything to the contrary contained elsewhere in these Terms and Conditions the total liability of ENHESA under or in connection with ENHESA's Services, whether in contract, in tort, for breach of statutory duty or otherwise, shall not exceed the fee paid by the Client to ENHESA for the Services.
5. **WARRANTY DISCLAIMER.** While ENHESA attempt to deliver accurate and complete information, occasional errors or omissions may occur in the information. ENHESA makes no representation regarding the accuracy or completeness of its information. Except as specifically provided for in this proposal, all information provided by ENHESA is provided to the client "as is." ENHESA does not warrant the accuracy, completeness, performance, currency, or fitness for a particular purpose of the information. ENHESA does not warrant that the information is error-free
6. **DOCUMENTS.** ENHESA will furnish to the Client the number of reports and supporting documents (hereinafter "the Documents") as are agreed in the Proposal or otherwise in this Agreement or between ENHESA and the Client. Notwithstanding any other provision of this clause, the Documents shall be furnished by ENHESA to the Client for the exclusive internal use and reliance of the Client, its legal advisors and outside consultants retained by the Client for Client-specific purposes and for any purpose required by statute. The Client, its legal advisors and any outside consultants retained by the Client that may require access to the Documents to fulfil its obligations to the Client shall not be entitled to use the Documents for any other purpose without the prior written approval of ENHESA including without limitation advertising or other distribution or general publication. Except for the specific purpose set out above the Documents shall remain the sole property of ENHESA. Any unauthorised use or distribution shall be at the Client's and the recipient's sole risk and shall be without liability to ENHESA. The Client shall have the right, authority, and power to use the information contained in the documents for any purpose and in any manner as the Client sees fit. The Client shall be entitled to the unlimited use of any and all such information. Unless all fees due to ENHESA hereunder are paid, the Client, the Client's agents and designees shall not be entitled to use the Documents for any purpose whatsoever and the client shall upon written demand return the Documents to ENHESA. The Client further agrees that the Documents produced by ENHESA pursuant to this Agreement will not without the prior written approval of ENHESA be used for any purpose or project not expressly provided for in this Agreement.
7. **TITLE, OWNERSHIP RIGHTS, AND INTELLECTUAL PROPERTY RIGHTS** in and to ENHESA's Property and all Derivative Works thereto and copies thereof will remain with ENHESA. The Client, its agents and any outside counsel and consultants engaged by the Client and which will have access to ENHESA's Property, agree to abide by the patent and copyright laws and all other applicable laws of the United States including export control laws in connection with the Client's use of ENHESA's Property and agree to take all reasonable measures to protect ENHESA's Property from unauthorised reproduction and/or use. Except as set forth in this Agreement, no right or implied license or right of any kind is granted to the Client regarding ENHESA's Property, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, or (as applicable) to disassemble, decompile, or reverse engineer the Property, or any portions thereof, or obtain possession of any source code or other technical material relating to the Property. The Client further agrees not to lease, license, sell, sub-license or otherwise transfer ENHESA's Property except as permitted herein.
8. **OPINIONS OF COST.** If requested by the Client, ENHESA will use its best efforts to provide realistic opinions or estimates of cost for purchase, installation, remediation or construction as appropriate. Such estimates shall be based on ENHESA's experience on similar projects and the data reasonably available to ENHESA including its design and recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or the scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed in advance in writing by ENHESA. The Client agrees and acknowledges that the actual cost of such work will depend heavily on regional economics, local construction practices, the availability of material, site conditions, weather conditions, skills of contractors and many other factors beyond the control of ENHESA.
9. **CONFIDENTIALITY.** ENHESA will maintain as confidential any documents or information provided by the Client which are indicated to be confidential and will not release, distribute or publish any such documents to any third party without prior permission from the Client unless compelled by order of a Court or regulatory body or as otherwise required by Law so to do.
10. **PUBLICITY.** ENHESA expressly authorises the Client to publicly disclose and acknowledge that ENHESA is providing the Client with the services described in this proposal to any interested party that the Client so chooses, and the Client expressly authorises ENHESA to disclose and acknowledge that ENHESA is providing said services to the Client to other ENHESA clients or potential clients that express such an interest. It is understood by both parties that it is only in this way that ENHESA may offer the preferential prices that it is providing to the Client under this proposal.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the Laws of the Kingdom of Belgium.
12. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Client and ENHESA agree that the Terms and Conditions contained herein shall apply to and govern all dealings between the Client and ENHESA including Client Purchase Orders and Work Orders notwithstanding that the Client Purchase Orders and Work Orders may be issued without reprinting these Terms and Conditions.