

# COREPLA ELECTRONIC AUCTIONS REGULATIONS

## (Update no. 27, 1<sup>st</sup> August 2024)

### 1. DEFINITIONS

The following terms, when written with a capital first letter within the context of these rules applicable to Corepla Electronic Auctions, either singular or plural, have the meaning indicated below:

#### **Accreditation**

The result of the procedure which allows

1. companies with operational headquarters and recycling plant(s) located in Italy and companies with operational headquarters and recycling plant(s) located in European Union member countries other than Italy and
2. requesting companies with operational headquarters in Italy that carry out the production and filling of PET bottles for beverages with capacity of up to three litres subject to the Conai Environmental Contribution

to participate in the Auctions.

#### **Awardee**

The successful Bidder awarded one or more Lots.

#### **Auction**

The procedure by which Users interested in the Lots offered by Corepla, in the given period and under the allowed conditions, can compete for the awarding of the Lots by means of incremental bidding. The Auction schedule is at Corepla's discretion.

#### **Notice of Auction**

The Notice which announces the day on which the Auction starts and the internet site where it will take place. Notice is provided to Users and may be published by Corepla on its internet site and/or communicated by other means.

#### **Call**

All the information regarding the Lots put up for Auction by Corepla.

#### **General Terms and Conditions for Sale by Auction**

The general contractual terms and conditions that govern the sale by Auction of Corepla's Sorted Products.

#### **Corepla**

Corepla, National Consortium for the Collection, Recycling and Recovery of Plastic Packaging Waste, is the Consortium of companies created pursuant to environmental laws in force to organise and manage the collection, recovery and recycling of plastic packaging. Corepla is completely independent from consortium members in organising and managing Auctions.

Within the framework of these General Terms and Conditions, Corepla is the seller of the Sorted Product auctioned, which determines the content and publicises the Tender Announcement electronically.

#### **Credentials**

The set of personal identification codes consisting of User ID and Password that allow Users access to the System.

#### **System Provider**

The entity that supplies and maintains the online platform. This involves its own proprietary software. The System Provider, an independent supplier of Corepla, deals exclusively with routine maintenance and the technical operation of the IT system for negotiation, i.e. the solutions and online electronic tools that allow bids from the participants to be submitted and ranked according to pre-defined methodologies and criteria. The System Provider is in no way responsible for managing the Auctions or assigning Lots, which is an automatic operation carried out based on Article 4.4 and contingent on the Accreditation or exclusion of Users.

#### **Lot**

The quantity of a given Sorted Product, determined and auctioned by Corepla, for which the Participant can make bids.

#### **Bidder**

The User taking part in the Auction.

#### **Sorted Product**

The goods auctioned by Corepla, as described in the Specifications.

## Rules

These Corepla Electronic Auction Rules.

## System

The IT system supplied by the System Provider that supports the negotiation and operational efficiency of individual Auctions.

## Specifications

The documentation published together with the General Terms and Conditions of Sale by Auction which describes the features of the Sorted Product.

## User

The entity which, once accredited following the procedures defined, fulfils all the requirements for taking part in Auctions.

## 2. SCOPE OF APPLICATION

These Rules govern the Auction process by which Corepla sells the Sorted Products to third parties.

## 3. ACCREDITATION

93.1 The following entities that have met the requirements below are entitled to be accredited, subject to acceptance of the Rules and the General Terms and Conditions of Sale by Auction (published on <http://corepla.clerachem.com> and [www.corepla.it](http://www.corepla.it)) by signing and sending the relevant Attachment:

a) companies with operational headquarters and recycling plant(s) located in Italy and duly registered with the Trade and Companies Register that:

- 1) carry out the waste recovery activity coded under R3 on the basis of Attachment C to Part IV of Italian Legislative Decree 152/2006 (Recycling/recovery of organic substances not used as solvents); and
- 2) have a licence to carry out recovery activities for the Sorted Product, pursuant to Articles 208-209, 213, of Italian Legislative Decree 152/2006, or have given notice pursuant to Article 216 of Italian Legislative Decree 152/2006 to carry out waste recovery activities coded under Type 6.1 of Attachment 1, paragraph 1, to the Italian Ministerial Decree of 05/02/1998 and subsequent amendments and integrations, in the simplified procedure; and
- 3) are owners of a recycling plant suitable for converting the Sorted Products into secondary raw material in compliance with technical standard UNI 10667 for the Sorted Product.
- 4) do not owe Corepla for overdue invoices in the absence of substantiated objections.

The aforementioned companies must sign and send to Corepla Attachment 1 of these Rules.

b) companies with operational headquarters and recycling plant(s) located in European Union member countries other than Italy that:

- 1) meet the license requirements stipulated in their respective domestic legislation for the activities of recycling plastic packaging waste; and
- 2) are owners of a recycling plant suitable for converting the Sorted Products into secondary raw material(s), in accordance with applicable European and national legislation; and
- 3) do not owe Corepla for overdue invoices in the absence of substantiated objections.

The aforementioned companies must sign and send to Corepla Attachment 1 of these Rules.

c) companies with operational headquarters in Italy, duly registered in the Register of Companies, which:

- 1) carry out activities involving the production and filling of PET bottles for beverages with capacity of up to three litres subject to the Conai Environmental Contribution;
- 2) guarantee that the PET purchased at the auctions will be used for the production of PET bottles for beverages in full compliance with the applicable legislation in force;
- 3) do not owe Corepla for overdue invoices in the absence of substantiated objections.

These companies can only participate in the auctions for the sale of PET:

- i. in their own name, if they are validly registered in the National Register of Environmental Managers for the exercise of intermediation and trade activities without the holding of waste (category 8).

The aforementioned companies must sign and send to Corepla Attachment 1.1 of these Rules.

or

- ii. delegating one or more recycling companies that meet the requirements referred to in letters a) and b) to participate; if a company referred to in letters a) and b) participates in the Auctions either in its own name or as a delegate of a company referred to in letter c), different credentials will be provided in order to distinguish between the Participants. The aforementioned companies must sign and send to Corepla Attachment 1.2 of these Rules. There is more than one delegated recycling company, individual attachments must be submitted for each company.

3.1.1 To ensure the equal treatment of auction participants, companies that have acquired, leased, rented or by other means made use of a recycling plant, company or business line, or that for any other reason have entered into the management of a recycling plant belonging to a company that owes Corepla for overdue invoices, cannot apply for Accreditation unless those invoices have been fully paid off or said companies undertake to pay those invoices in full if Accreditation is granted. It is subject to the exception in the next paragraph.

In relation to and in a partial exception of the previous paragraph, in order to facilitate the entry of new companies into the market, the Corepla Board of Directors may consider proposals to reduce the amounts owed by the successor companies. In particular, the Corepla Board of Directors, based on an adopted resolution, can evaluate the circumstances of the case and authorise the above-mentioned companies to present an application for Accreditation against advance payment of at least 50% of the total amount of these invoices of the commitment to pay those invoices in full if Accreditation is granted.

In any case, the Corepla Board of Directors cannot take into consideration - except after full payment of these invoices or the undertaking of the commitment to pay those invoices in full if Accreditation is granted - applications for Accreditation submitted by companies that have direct or indirect shareholdings in or are directly or indirectly controlled by the debtor company; that have shareholders or members of the corporate bodies in common with the debtor company; or that have, based on the information available to Corepla and on Corepla's final decision, any direct or indirect relationship or connection with the debtor company.

If the successor company to the Corepla debtor company is already accredited for other recycling plants, the provisions of the previous paragraphs shall be limited to the plant acquired from the Corepla debtor company.

3.1.2 Companies that have not obtained certification to UNI EN ISO 9001:2015 and UNI EN ISO 14001:2015. cannot be accredited, and if already accredited, cannot participate in Auctions.

For newly established companies and for new recycling plants that have not obtained the above certifications but have met all other necessary requirements, Corepla will grant accreditation for a transitional period of twelve months from the date of the verification referred to in Article 3.2. If the company has not obtained UNI EN ISO 9001:2015 and UNI EN ISO 14001:2015 certification on expiry of that period, Accreditation will be revoked, and the company will not be able to participate in Auctions. In this case, any subsequent application for Accreditation will be only considered if the applicant has obtained the above certifications. Newly established companies are entities incorporated less than 18 months before the Accreditation request. New recycling plants are those built less than 18 months before the Accreditation request.

3.2 For the purposes of Accreditation, Corepla will verify, and if appropriate based on a review carried out by qualified independent third parties, that the companies defined in Article 3.1 paragraphs a) and b) have met the requirements pursuant to above mentioned Article 3.1 and Article 3.1.2.

This verification will be carried within two months after Corepla has received Attachment 1, duly signed. The month of August, the last ten days of December and the first ten days of January each year are not taken into consideration in determining this two-month period.

For this check to be carried out, the company must give Corepla's representatives, officers or consultants access to its premises, (e.g. offices, storage areas and plants), loading and unloading registers and any further documentation concerning the recycling of waste acquired through auction. The abovementioned personnel, either employed or appointed by Corepla, shall be bound by professional secrecy. The company must provide Corepla and/or third parties appointed by Corepla with any necessary assistance and cooperation to carry out qualitative analyses, waste audits and inventory operations. The company will not be accredited until the verification has been carried out.

Companies that have valid certification according to the current EN 15343 standard are exempted from the accreditation procedure.

For the purposes of Accreditation of companies referred to in Article 3.1 letter c), Corepla, also through the appointment of independent third parties, will verify that both the company requesting accreditation and the recycling company delegated by it meet the requirements.

- 3.2.1 Accredited companies must allow the inspections set out in Article 3.2 to be performed, providing access to their premises and to all relevant documentation. The persons accessing the premises are bound by professional secrecy. The inspections will be carried out by representatives, officers or consultants appointed by Corepla. Corepla reserves the right to carry out inspections without prior notification.
- 3.3 The applicant company cannot participate in Auctions until Accreditation has been granted.
- 3.4 If the applicant company does not meet one or more of the requirements set out in Article 3.1 and Article 3.1.3 above, or finds itself in the situation described in Article 3.1.1, the Accreditation procedure is temporarily suspended until the applicant company demonstrates that it has all met aforementioned requirements and/or has paid off all debts arising from Corepla's overdue invoices or undertaken to pay those debts if Accreditation is granted. In the latter case, Accreditation is understood to be conditional to actual payment of the overdue invoices. Unless otherwise agreed with Corepla, payment must be made within 10 (ten) days after Corepla informs the applicant of the positive outcome of the Accreditation procedure.
- 3.5 Costs for the Accreditation procedure are borne by the applicant company, regardless of outcome. These costs are listed in Attachment 3 to these Rules and are subject to periodic updates by Corepla. Corepla will invoice the applicant company for these costs. Payment is immediately due by bank transfer to the account indicated by Corepla. Corepla will initiate the Accreditation procedure upon receipt of payment.
- 3.6 If an accredited company falls out of compliance with one or more of the requirements provided for by Article 3.1 paragraph a, sections 1, 2 and 3, and/or paragraph b, sections 1 and 2, and/or paragraph c, sections 1 and 2, and/or by Article 3.1.2, the company will lose its Accreditation and will not be able to access the System until it provides evidence that it once again meets the aforementioned requirements. Corepla is committed to implementing subsequent prompt audits to assess applications for Accreditation that the company would submit following the loss of requirements.  
Once Accreditation is granted, if any change occurs to the licence documents set out in Article 3.1, paragraph a, section 2 or paragraph b, section 1, or paragraph c, section 1 and 2, the accredited company must immediately notify Corepla and attach a copy of the documentation regarding this change. In particular, any change regarding the CER (EWC European Waste Catalogue) codes must be communicated.
- 3.7 If a User falls out of compliance with Article 3.1, paragraph a, section 4 or paragraph b, section 3 or paragraph c, section 3, it cannot participate in Auctions until the amount due is paid in full.
- 3.7.1 Corepla may request a bank guarantee and/or a guarantee deposit policy issued by an insurance company subject to the supervision and control of ISVAP (Italian supervisory body for private insurance) from the User before granting Accreditation for and/or authorising participation in Auctions. This guarantee is to cover:
  - a) late payment of invoices;
  - b) verification of the User's reliability.The amount of the guarantee will equal a three-month period of supplies calculated based on the supplies of the previous twelve months or, for new Users, based on the annual authorised capacity.
- 3.8 Accreditation for Auctions for the sale of PET (SELE-CTL/M, SELE-CTA/M, SELE-CTC/M) and/or HDPE (SELE-CTE/M) Lots(s) will be revoked if an accredited company is not awarded any Lot from its respective Sorted Product for a period of 6 (six) consecutive months. Accreditation for Auctions for the sale of SELE-

FILM and/or SELE-MPR/C and/or SELE-IPP/C Lot(s) will be revoked if an accredited company is not awarded any Lot from its respective Sorted Product for a period of 12 (twelve) consecutive months.

3 (three) months after Accreditation is revoked, the company can apply for new Accreditation by signing and sending the relevant Attachment stipulated in Article 3 above. In this case, the company must follow the same Accreditation procedure as indicated in Articles 3.2, 3.3, 3.4 and 3.5 above.

3.9 Moreover, if evidence is found that an accredited company has taken part in one or more Auctions via non-compliant access to the System and/or be awarded one or more Lot(s) by means of non-compliant bids (circumstances verified by the System Provider and reported to Corepla), it will lose its Accreditation and not be able to access the System for a minimum of 6 (six) months.

3.10 In compliance with the provisions of Corepla's Organisation and Management Model, pursuant to Legislative Decree No. 231/2001, to participate in Auctions companies must send Corepla the attestation sub-Attachment 1 / B (replaced by Appendix 1 / C for companies with headquarters and recycling plant(s) located in countries other than Italy) duly completed and signed personally by the legal representative. All accredited companies must resubmit the attestation sub-Attachment 1 / B (replaced by Appendix 1 / C for companies with headquarters and recycling plant located in countries other than Italy) annually from the date of the first shipment. Moreover, should the legal representative change, a new certificate must be sent to Corepla signed by the new legal representative.

Corepla may ascertain the truthfulness of the information provided in this self-declaration certificate, requiring the company to submit a certified copy of official records of criminal and administrative sanctions from the authorities. Companies in countries other than Italy must provide similar documentation required by local regulations.

## **4. AUCTION PROCEDURE**

### **4.1 DURATION**

The Notice of Auction is sent at least 3 (three) days before the start of the Auction. The Call is published on the site <http://corepla.clearchem.com>, the day before the scheduled date of start of the Auction.

The Auction has a set duration, established by Corepla on the publication of the Call.

Auctions last from at least 4 (four) hours to up to 14 (fourteen) days and close at 3:00 p.m. CET on the day of expiry.

Any bids made during the last 5 (five) minutes of the Auction's duration extend the Auction by a further 10 (ten) minutes.

This mechanism is repeated until it is exhausted.

Operations made by Bidders are understood to have been completed in the time unit shown by the System's records according to the System's time.

## **4.2 Process**

The process is dynamic, featuring a single session within which participants can make any number of bids.

## **4.3 Bids**

The Auction operates by a mechanism of bids against an Auction base price. The Auction base price is determined by the formulas set out in Attachment.

The first bid confirms the Auction base price.

Corepla determines the Auction base price and the bid size in the Call.

Bids relate exclusively to price. Variations to the General Terms and Conditions of Sale by Auction, which are fixed and unalterable, may not be submitted.

Each bid pertains to a single Lot and not all Lots put up for Auction. The Bidder must submit a separate bid for each Lot.

The participant can only make bids on Lots of the Sorted Product, whose CER (List of Waste) code is indicated in the Call and provided in the licence documentation set out in Article 3.1, paragraph a, section 2 and paragraph b, section 1, and which it is therefore authorised to process. If the Bidder is awarded a Lot that it is not authorised to process, the Lot will not be assigned and returned for Auction at the same Auction base price and at the next available Auction.

## **4.4 Award**

Lots are awarded based solely on financial considerations, i.e. to the Bidder which has offered the highest amount compared with the Auction base price.

The System automatically evaluates incoming bids and ranks them according to amount only.

At the end of the Auction, the Awardee is informed of the award by email at the address indicated in the Accreditation application.

## **4.5 Conclusion of the Auction without award**

An Auction for which no User has made a bid is concluded without award.

## **4.6 Interruption of service and Auction cancellation**

Service will be interrupted and the Auction suspended and/or cancelled if:

- (i) deeds or acts which, in the System Provider's opinion, indicate attempts to breach and/or sabotage the System; and/or
- (ii) critical technical incidents that can lead to an excessive slowdown or interruption in service.

The reference parameters, which are continuously monitored throughout the Auction to assess the efficiency of service, are:

- load on the CPUs involved;
- use of system memory (RAM);
- load on the connection channels (WAN/LAN);
- number of connections simultaneously enabled over the network.

The System informs participants if the Auction is suspended, postponed and/or cancelled.

# **5. SORTED PRODUCT**

## **5.1 Description of the Sorted Product**

The features of the Sorted Product are described in the Specifications that are published together with the General Terms and Conditions of Sale by Auction.

## **5.2 Quantity of Sorted Product**

The total amount of the Sorted Product put up for each Auction is set by Corepla.

The amount of Sorted Product indicated in the Call for each Lot is indicative: the participant agrees that the amount of the Sorted Product that it is actually allocated may vary by plus or minus 10% from the amount indicated in the Call.

### **5.3 Quantitative limits of the award**

To ensure true competition on the recyclers' market, no single participant can win for a given Auction an amount of the Sorted Product higher than the following limits for the type of Sorted Product:

- 50% for PET;
- 30% for HDPE (SELE-CTE/M);
- 30% for SELE-MPR/C;
- 35% for SELE-IPP/C;
- 30% for SELE-FILM/N.

Moreover, for PET, no single Bidder, without overriding the overall limit of 50%, can be awarded at any Auction an amount of the Sorted Product greater than the following limits for each type of PET Sorted Product:

- 50% for SELE-CTL/M;
- 50% for SELE-CTA/M;
- 60% for SELE-CTC/M.

Amounts between individual Lots must not vary more than 10% of the aforementioned quantity.

For associated companies or subsidiaries, as defined in Article 2359 of the Italian Civil Code, that take part simultaneously in an Auction, the above-mentioned quantitative limit applies to the group of companies as a whole. This limit is increased to 45% exclusively for SELE-IPP/C if associated companies or subsidiaries, as defined in article 2359 of the Italian Civil Code, take part simultaneously in an Auction.

Each User is required to inform Corepla whenever it is associated with or is controlled by another User as set forth in Article 2359 of the Italian Civil Code.

5.3.1 If an Awardee is excluded from participating in Auctions for not paying the price offered in a previous bid and is subsequently readmitted after settling the outstanding payment, pursuant to the provisions of the General Terms and Conditions of Sale by Auction, the quantitative limits applicable to the participant are reduced by an amount equal to 50% of the average volume awarded in the three months prior to the company's exclusion from Auctions for the three following months.

5.3.2 If an Awardee does not comply with the terms of collection, stipulated in the General Terms and Conditions of Sale by Auction, of at least 30% of the volumes awarded of the Sorted Product, the quantitative limits applicable to the participant are reduced for three months and in any case until all amounts of the Sorted Product that have generated the delay are collected, by an amount equal to the percentage of the amount not collected out of the amount purchased

## **6. GUARANTEES AND LIMITATION OF LIABILITY**

6.1 Corepla and the System Provider are in no case liable for any direct or indirect damage loss of profit or actual loss that Users or third parties may incur because of or in relation to access, use, non-use, operation or non-operation of the System and the services available through the System. In this regard, the Users renounce henceforth, also on behalf of their assignees, any lawsuit or claim against Corepla and the System Provider.

6.2 The Credentials necessary for access to and participation in the System are personal. Users must guard them with the greatest care and keep them secret and confidential, must not divulge them or in any way transfer them to third parties, must use them under their sole responsibility, in compliance with principles of correctness and good faith so as not to prejudice the System, Corepla, other Users and third parties in general. Users are informed and hereby declare that they are aware that the System does not allow:

- more than 4 (four) active sessions per User;
- simultaneous bids using the same Credentials on several Lots;

- bids made by several persons using the same Credentials on the same Lot at successive times

Users also declare they are aware that using hardware that does not meet the standards recommended and published on the site <http://corepla.clearchem.com> could prevent them from being able to use the system properly.

6.3 Users shall take all technical and organisational measures suitable to guarantee correct use of the Credentials and the System and undertake to inform Corepla immediately of any loss, theft, or unauthorised or improper use of the Credentials.

6.4 Users therefore relieve Corepla of any liability for harmful consequences of any kind, or direct or indirect damage that may be caused to them or to third parties due to the use of the Credentials and, in general, arising from unauthorised, improper or in any way harmful use of them.

### **6.5 Communication networks**

Users of the System relieve Corepla from any liability regarding any malfunction or defect whatsoever with regard to the connection services needed to connect to the System via the public telecommunications network.

## **7. AMENDMENTS TO THE RULES. USER CONDUCT. AWARDS.**

7.1 Corepla reserves the right to make any appropriate or necessary amendments to the Rules to ensure that the System functions in compliance with principles of transparency, fairness and impartiality. Users are informed of any amendments to the Rules by email, and the new text will be published on the websites [www.corepla.it](http://www.corepla.it) and <https://corepla.clearchem.com>.

7.2 Users undertake to act in such a way as to prevent disruption of the proper Auction processes via the System.

7.3 Corepla attributes a score to each Awardee based on the timeliness of collection and regularity of purchases, and uses this score to determine customer discounts. Awards are calculated based on total revenue between Corepla and the Awardee, as set out in Appendix 4. Access to awards is subject to the timeliness of payments for all invoices due in the reference year of the award.

## **8. EXCLUSION FROM AUCTIONS**

Except for the provisions in Articles 3.6, 3.7, 3.7.1, 3.8, 3.9 and 3.10 the User is excluded and therefore cannot participate in Auctions for the sale of the Sorted Product for the period stipulated in the General Terms and Conditions of Sale by Auction, in the following cases:

- the Awardee fails to pay Corepla the price offered according to the conditions and timing described in the General Terms and Conditions of Sale by Auction;
- the Awardee sells and/or transfers the Sorted Product to third parties without the express written consent of Corepla.

Moreover, if the participant bids on Lots of a Sorted Product in breach of the last paragraph of Article 4.3, it is excluded from participating in Auctions for a period of 3 (three) months. If this breach occurs more than once, the User will be denied Accreditation and will not be able to access the System for a minimum period of 6 (six) months.

Furthermore, if amendments are made to the General Terms and Conditions of Sale by Auction, the User is excluded and therefore cannot participate in Auctions until it has agreed to the new General Terms and Conditions of Sale by Auction by signing and returning the form provided by Corepla.

## **9. RULING COURT**

The Court of Milan shall have exclusive jurisdiction over any dispute that may arise regarding the execution, interpretation, implementation and amendment of the Rules. Italian law shall apply.



## 10. GDPR

Corepla is the holder of the data collected for the proper functioning of the System and for the purposes from time to time indicated in the information given to the data subjects at the time of collection with the indication of the scope of communication and possible dissemination of the data. Personal data are processed, for administrative purposes and/or to execute obligations deriving from the regulatory, statutory and regulatory framework applicable *for the time being* or to enforce or protect the rights of the Consortium, in compliance with the specific legal obligations on data retention.

The data subject may at any time, with regard to their data, exercise the rights provided for within the limits and under the conditions set out in Article 7 and Articles 15 to 22 GDPR 679/2016 (General Data Protection Regulation), by contacting the data controller at the following address: COREPLA, Via del Vecchio Politecnico No. 3, Milan, c/o Directorate for Legal and General Affairs, email [privacy@corepla.it](mailto:privacy@corepla.it) Tel. +39 02 76054212; these requests will be answered according to the timetable provided by the GDPR.

**ANNEX 1**

To

COREPLA

to be sent by email to [marketing@corepla.it](mailto:marketing@corepla.it)

The undersigned Company ..... (company name), whose registered office is located at ..... (address), filed with the Trade and Companies Register of ..... under registration number and tax identification number ..... and duly represented by .....,

Hereby declares that

- it carries out the waste recovery activity coded under R3 on the basis of Attachment C to Part IV of Italian Legislative Decree 152/2006 (Recycling/recovery of organic substances not used as solvents);
- it has valid authorisation issued to carry out recovery activities of the Sorted Product;
- it has valid certification according to current EN 15343 standard;
- it is certified according to the standards UNI EN ISO 9001:2015 and UNI EN ISO 14001:2015.

**Requests**

to be accredited in order to participate in Corepla Electronic Auctions for the sale of .....<sup>1</sup> The Company declares it is fully aware of and accepts the Corepla Rules for Electronic Auctions published on [www.corepla.it](http://www.corepla.it) and on the website where the Auction will take place, and that it is fully aware of and agrees to the General Terms and Conditions of Sale by Auction, drawn up by Corepla, Revision No. 15 of 1 March 2022 and published on [www.corepla.it](http://www.corepla.it).

The Company also declares that the product(s) purchased through Corepla Electronic Auctions will be used for subsequent processing at its recycling plant located at \_\_\_\_\_ (address).

The reference contact for any enquiries is

\_\_\_\_\_ (name), who can be reached by telephone at \_\_\_\_\_ or by email

\_\_\_\_\_.

Place and date

**SIGNATURE AND COMPANY STAMP**

Pursuant to Articles 1341 et seq. of the Italian Civil Code, the undersigned Company expressly agrees to Articles 3 (Collection, transport and transfer of risks), 4 (Quality and claims), 5 (Guarantee of result and limitations of liability), 6 (Guarantees supplied by the Awardee), 7.2 (Packaging), 8 (Price), 9 (Payment and invoicing), 10 (Transfer), 12 (Express termination clause), 13 (Force majeure), 16 (Ruling court) and 17 (Code of conduct - Organisation and management model pursuant to Italian Legislative Decree 231/200) of the General Terms and Conditions of Sale by Auction, drawn up by Corepla, version No. 15 of 1 March 2022.

**SIGNATURE AND COMPANY STAMP**

<sup>1</sup> Complete with the product(s) for your installed recycling capacity.

**ANNEX 1.1**

To:

COREPLA

to be sent by e-mail to [marketing@corepla.it](mailto:marketing@corepla.it)

The undersigned Company \_\_\_\_\_ (Company Name) with registered office in \_\_\_\_\_, registered in the Register of Companies of \_\_\_\_\_, with registration number and tax identification number \_\_\_\_\_, legally represented for these purposes by Mr/Ms \_\_\_\_\_

Hereby declares that

it carries out activities involving the production and filling of PET bottles for beverages with capacity of up to three litres subject to the Conai Environmental Contribution and is validly registered in the National Register of Environmental Managers for the exercise of intermediation and trade without holding of waste (category 8) and with respect to its registration class

Requests

to be accredited to participate in Corepla electronic auctions for the sale of PET and declares to know and accept the COREPLA Electronic Auction Rules published on the website [www.corepla.it](http://www.corepla.it) and on the auction site and to know and accept the General Terms and Conditions of Sale by Auction drawn up by COREPLA, version No. 15 of 1 March 2022 as published on the website [www.corepla.it](http://www.corepla.it).

It furthermore declares that the Product(s) purchased at Corepla electronic auctions will be used for subsequent processing at the following recycling plant(s) [*specify the registered office and, if different from the plant site, indicate the location and complete address of the plant(s)*]:

\_\_\_\_\_  
\_\_\_\_\_

The contact person for any questions is \_\_\_\_\_, and can be reached at

Tel. \_\_\_\_\_, e-mail \_\_\_\_\_.

Place and date

SIGNATURE AND COMPANY STAMP

Pursuant to Article 1341 et seq. of the Italian Civil Code, the undersigned Company expressly accepts Articles 3 ("Collection, transport and transfer of risks"), 4 ("Quality and complaints"), 5 ("Guarantee of results and limitations on liability"), 6 ("Guarantees provided by the Awardee"), 7.2 ("Packaging"), 8 ("Price"), 9 ("Payment and invoicing"), 10 ("Transfer"), 12 ("Express termination clause"), 13 ("Force majeure"), 16 ("Ruling court") and 17 ("Code of conduct - Organisation and management model pursuant to Italian Legislative Decree 231/2001") of the General Terms and Conditions of Sale by Auction drawn up by COREPLA, version No. 15 of 1 March 2022.

SIGNATURE AND COMPANY STAMP

**ANNEX 1.2**

To:  
COREPLA  
to be sent by e-mail to [marketing@corepla.it](mailto:marketing@corepla.it)

The undersigned Company \_\_\_\_\_ (Company Name) with registered office in \_\_\_\_\_, registered in the Register of Companies of \_\_\_\_\_, with registration number and tax identification number \_\_\_\_\_, legally represented for these purposes by Mr/Ms \_\_\_\_\_ (Company),

Hereby declares that

it carries out activities involving the production and filling of PET bottles for beverages with capacity of up to three litres subject to the Conai Environmental Contribution and

Requests

to be accredited for Corepla electronic auctions for the sale of PET and declares to know and accept the COREPLA Electronic Auction Rules published on the website [www.corepla.it](http://www.corepla.it) and on the auction site and to know and accept the General Terms and Conditions of Sale by Auction drawn up by COREPLA, version No. 15 of 1 March 2022 as published on the website [www.corepla.it](http://www.corepla.it).

Delegates

to participate in the Corepla Electronic Auction the undersigned Company \_\_\_\_\_ (Company Name) with registered office in \_\_\_\_\_, registered in the Register of Companies of \_\_\_\_\_ with registration number and tax identification number \_\_\_\_\_ legally represented for these purposes by Mr/Ms \_\_\_\_\_, (Delegated Company) that likewise declares to know and accept the COREPLA Electronic Auction Rules published on the website [www.corepla.it](http://www.corepla.it) and on the auction site and to know and accept the General Terms and Conditions of Sale by Auction drawn up by COREPLA, version No. 15 of 1 March 2022 as published on the website [www.corepla.it](http://www.corepla.it).

The contact person for any questions is \_\_\_\_\_, and can be reached at

Tel. \_\_\_\_\_, e-mail \_\_\_\_\_.

The contact person for the Delegated Company is:

\_\_\_\_\_, Tel. \_\_\_\_\_, e-mail \_\_\_\_\_.

Place and date  
SIGNATURE AND COMPANY STAMP  
(Company)

Place and date  
SIGNATURE AND COMPANY STAMP  
(Delegated Company)

Pursuant to Article 1341 et seq. of the Italian Civil Code, the undersigned Company expressly accepts Articles 3 ("Collection, transport and transfer of risks"), 4 ("Quality and complaints"), 5 ("Guarantee of results and limitations on liability"), 6 ("Guarantees provided by the Awardee"), 7.2 ("Packaging"), 8 ("Price"), 9 ("Payment and invoicing"), 10 ("Transfer"), 12 ("Express termination clause"), 13 ("Force majeure"), 16 ("Ruling court") and 17 ("Code of conduct - Organisation and management model pursuant to Italian Legislative Decree 231/2001") of the General Terms and Conditions of Sale by Auction drawn up by COREPLA, version No. 15 of 1 March 2022.

SIGNATURE AND COMPANY STAMP  
(Company)

SIGNATURE AND COMPANY STAMP  
(Delegated Company)

**ANNEX 1/A [optional]**

To COREPLA  
by e-mail to [marketing@corepla.it](mailto:marketing@corepla.it)

**1. DATA FOR PUBLICATION ON THE SITE "WWW.COREPLA.IT"**

Name/business name	
Registered office	
Plant headquarters	
n. tel.	
pitch	
e-mail	
Website	
Material used <sup>(1)</sup>	

*(1) Complete by writing the/i name/i of/i Product/i Selected/i for which Accreditation is requested*

**In case of award of Selected Product, we authorize the publication of the above data on the website "[www.corepla.it](http://www.corepla.it) " within the page dedicated to companies using Corepla material.**

\_\_\_\_\_  
*[date]*

\_\_\_\_\_  
*[stamp and signature]*

**NOTE**

**Filling in this form is optional and not necessary for Accreditation at Auctions.**

*The form must be completed and sent only if you are interested in entering your data in the section of the site [www.corepla.it](http://www.corepla.it) dedicated to recycling activities, in which there are companies that use for their activities material provided by the Consortium. The section has been activated in order to provide the best circulation of information on the functioning of the entire recycling chain, as well as to encourage the use of secondary raw materials produced by recyclers.*

*If you submit this form stamped and signed by you, in case of award by you of Selected Product your data will be published on the site.*

*However, you can request that the data be deleted at any time by sending a communication to COREPLA at the address indicated above.*

**ANNEX 1/C**

The undersigned \_\_\_\_\_

acting as legal representative of \_\_\_\_\_

(hereinafter "the Company")

Based in \_\_\_\_\_ Address \_\_\_\_\_

VAT CODE \_\_\_\_\_

under his own responsibility with the present

DECLARES:

that violations of applicable rules of environmental protection and work by nationals of non-EU countries have never been committed by Company, and that the Company operates and will continue to operate in compliance with these rules.

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[Company stamp and legal representative signature]

## ANNEX 2

### Determination Base Price PET Auction

P SELE-CTL/M = 65% (sixty-five percent) of the average SELE-CTL/M allotment price for the previous auction.

P SELE-CTA/M = 65% (sixty-five percent) of the average SELE-CTA/M allotment price for the previous auction.

P SELE-CTC/M = 65% (sixty-five percent) of the average SELE-CTC/M allotment price for the previous auction.

For each Selected Product mentioned above, the average allotment price is calculated by dividing the total proceeds of the Auction of that Selected Product by all quantities auctioned for that Selected Product including any remaining unsold Lots.

### Determination Price Base Auction HDPE

P SELE-CTE/M = 65% (sixty-five percent) of the average SELE-CTE/M allotment price for the previous auction. The average allotment price is calculated by dividing the total proceeds of the SELE-CTE/M Auction by all quantities of SELE-CTE/M auctioned including any remaining unsold Lots.

### Determination of Base Price SELE-FIL/M rod

P SELE-FIL/M = 65% (sixty-five percent) of the average SELE-Fil/m allotment price for the previous auction. The average allotment price is calculated by dividing the total proceeds of the SELE-FIL/M Auction by all quantities of SELE-FIL/M auctioned including any remaining unsold lots.

### Determination of Base Price SELE-FILM/N

P SELE-FILM/N = 65% (sixty-five percent) of the average SELE-FILM/N allotment price for the previous Auction. The average allotment price is calculated by dividing the total proceeds of the SELE-FILM/N Auction by all the quantities of SELE-FILM/N auctioned including any remaining unsold Lots.

Corepla may fix a basic auction price other than that resulting from the application of the above formulas if it deems it appropriate in relation to market developments.

Corepla may also set a base auction value of less than zero instead of the basic auction price. In this case, all references in the Regulation to the basic price of the Auction and the price of

The award is made at the base value of the Auction and the allotment value respectively.

In the case of an Auction with an allotment value of less than

zero, the Successful Bidder shall issue an invoice at the end of each month in relation to the quantities of Selected Product withdrawn in the same month. Corepla shall make payment within 45 (forty-five) days from the date of issue of the invoice by the Successful Bidder by bank transfer on c/c indicated by the Successful Bidder, with a fixed currency for the beneficiary equal to the date of the payment deadline. The legal relations between Corepla and the Successful Bidder shall otherwise be governed by the General Terms and Conditions of Sale at Auction as applicable.

### **Determination Base Price Auction MPR**

$P_{SELE-MPR/C} = 65\%$  (sixty-five percent) of the average SELE-MPR/C allotment price for the previous Auction. The average allotment price is calculated by dividing the total proceeds of the SELE-MPR/C Auction by all quantities of SELE-MPR/C auctioned including any remaining unsold Lots.

Corepla may fix a basic auction price other than that resulting from the application of the above formulas if it deems it appropriate in relation to market developments.

Corepla may also set a base auction value of less than zero instead of the basic auction price. In this case, all references in the Regulation to the Auction Base Price and the Allotment Price shall be deemed to be made to the Auction Base Value and the Allotment Value respectively.

In the case of an Auction with an allotment value of less than zero, the Successful Bidder shall issue an invoice at the end of each month in relation to the quantities of Selected Product withdrawn in the same month. Corepla shall make payment within 45 (forty-five) days from the date of issue of the invoice by the Successful Bidder by bank transfer on c/c indicated by the Successful Bidder, with a fixed currency for the beneficiary equal to the date of the payment deadline. The legal relations between Corepla and the Successful Bidder shall otherwise be governed by the General Terms and Conditions of Sale at Auction as applicable.



## Determination Base Price IPP Auction

P SELE-IPP/C = 65% (sixty-five percent) of the average SELE-IPP/C allotment price for the previous Auction. The average allotment price is calculated by dividing the total proceeds of the SELE-IPP/C Auction by all quantities of SELE-IPP/C auctioned including any remaining unsold Lots.

Corepla may fix a basic auction price other than that resulting from the application of the above formulas if it deems it appropriate in relation to market developments.

Corepla may also set a base auction value of less than zero instead of the basic auction price. In this case, all references in the Regulation to the Auction Base Price and the Allotment Price shall be deemed to be made to the Auction Base Value and the Allotment Value respectively.

In the case of an Auction with an allotment value of less than zero, the Successful Bidder shall issue an invoice at the end of each month in relation to the quantities of Selected Product withdrawn in the same month. Corepla shall make payment within 45 (forty-five) days from the date of issue of the invoice by the Successful Bidder by bank transfer on c/c indicated by the Successful Bidder, with a fixed currency for the beneficiary equal to the date of the payment deadline. The legal relations between Corepla and the Successful Bidder shall otherwise be governed by the General Terms and Conditions of Sale at Auction as applicable.

## ANNEX 3

### ACCREDITATION COSTS TABLE (REF. ART. 3.5)

- **Italy:**  
**max € 1.250**
- **North Eastern Europe (Sweden, Finland, Denmark, Estonia, Lithuania, Latvia): max € 2,150**
- **Other countries of the European Union: max € 1,950**

## Award to customer

The Award is calculated on the total annual turnover between COREPLA and Customer, related to all products sold through auctions.

The Award will be granted exclusively to the customer who will have paid their invoices on time and under the terms of the General Conditions of Sale Auction (with an average payment days not higher than 0,50 days  
- truncation to two decimal places).

The criteria for the definition of the award are measurable by calculation of a weighted score in relation to the following indexes:

- 1) Timeliness in withdrawal of products;
- 2) Regularity of Purchases.

### 1) TIMELINESS IN WITHDRAWAL OF PRODUCTS:

This index accounts for **75%** of the overall score given to each Customer.

A Customer Delay Index, or (R) = "customer delay", is calculated according to the equation below on all the vouchers issued to the Customer on a yearly basis (as far as this calculation is considered, withdrawals made in advance of the date indicated in the voucher are considered as on-time and therefore with zero days of delay).

$$Index (R) = \frac{\sum(\text{number of vouchers issued} * \text{days of delay})}{\sum \text{number of vouchers issued}}$$

The "R = customer delay" index is further used for assigning a score, depending on the number of released vouchers according to the following table:

N°buoni\Score		5	3	0
0	200	R ≤ 1	1 < R ≤ 2,5	R > 2,5
201	1000	R ≤ 1,5	1,5 < R ≤ 3	R > 3
>	1000	R ≤ 2	2 < R ≤ 3,5	R > 3,5

## **2) REGULARITY OF PURCHASES:**

This index accounts for **25%** of the overall score given to each Customer.

The “Regularity of Purchases” is an evaluation of the regularity of purchases of the Customer over time, regardless of the volumes actually purchased.

Therefore, for each Product it will be calculated the average quantity of yearly purchase for each Customer.

**For all the Products sold by monthly Auctions, for each month in which monthly quantity awarded is more than 60% of the yearly average quantity, 1/12 of 5 points (maximum score allowed for “Purchase frequency”) will be given.**

For Products sold through Auctions with intervals different from the monthly one, the calculation of the average purchase will be made using the same periodicity of the relevant Auction (e.g. for Quarterly Auctions: for each Auction in which the quarterly amount awarded exceeds 60% of the annual average, 3/12 of 5 points will be awarded).

## AWARD TO CUSTOMER

The abovementioned two indexes are weighted to calculate the total performance index = *I.P. TOT* as in the example below:

```

graph TD
    A{Regular Payments?} -- YES --> B[ ]
    A -- NO --> C[NO DISCOUNT]
    style B fill:none,stroke:none
    
```

DESCRIPTION	SCORE SCALE			SCORE	IMPORTANCE %	TOTAL		
REGULARITY OF PURCHASES (+/- 10%)	<b>No. Months of Regularity</b>			5,00	25%	1,25		
no. Months	score scale		12					
1	0,42							
2	0,83							
3	1,25							
4	1,67							
5	2,08							
6	2,50							
7	2,92							
8	3,33							
9	3,75							
10	4,17							
11	4,58							
12	5,00							
Timeliness in withdrawal of products "R"	No. "buoni"/score		5	3	0	5,00	75%	3,75
			5					
	0	200	R <= 1	1 < R <= 2,5	R > 2,5			
	201	1000	R <= 1,5	1,5 < R <= 3	R > 3			
>	1000	R <= 2	2 < R <= 3,5	R > 3,5				
				<b>I.P.TOT</b>		<b>5,00</b>		

The *I.P. TOT* index will be compared with the following table in order to define the amount of award to be recognized to the Customer on the overall amount invoiced by COREPLA (from January to December of each year) and referred to the Selected Products sold by means of auctions to each Customer.

AWARDS		
FROM	TO	DISCOUNT
4,5	5	2,00%
3,5	4,49	1,50%
2,5	3,49	1,00%