



RESY OfW GmbH · Hilpertstraße 22 · 64295 Darmstadt



**RESY Organisation
für Wertstoffent-
sorgung GmbH**

Hilpertstraße 22
64295 Darmstadt

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E-mail: resy@vdw-da.de
<http://www.resy.de>

Via E-mail: barbara@atk-opakowania.pl

A.T.K. Spolka Jawna
Ul. Lupkowa 20
43-356 Kobiernice
Polen

March 27, 2017

Dear Barbara,

Thank you for sending back your duly signed contract and the payment in advance.

We would like to inform you that your RESY-Identification number is

2521

This number has to be printed together with the RESY-Symbol as you see it below.

We attach the last page of the contract, signed by us. You need this page for your own files.

Yours sincerely,

RESY Organisation für
Wertstoffentsorgung GmbH

Anette Hippe



- b) RESY OfW GmbH agrees to notify the contracting party of any adjustments to occur in annual fees in ensuing years at least three (3) calendar months prior to expiry of this agreement. Said adjusted annual fees shall become part of this agreement, provided that the contracting party having been promptly notified of said adjustment, fails to terminate this agreement as stated above.
- c) RESY OfW GmbH may terminate the trademark agreement for cause. This shall apply especially if the contracting party does not pay its fees or if it provides false data about the respective weights or if it grossly fails to meet the terms of reference for the respective packaging (including the requirements as per Item 2.) or if it misuses the RESY symbol.
- d) Continued usage of the "RESY" symbol on shipping containers/packagings subsequent to expiry or termination of this agreement is expressly prohibited. Exempt here from shall be any shipping containers and packagings that shall have already been placed into circulation prior to expiry or termination of this agreement.

7. Confidentiality

Both parties agree to treat the information that is shared in this agreement as confidential.

8. Acceptance and Recycling Warranty

- a) The acceptance of the above-mentioned packaging and the recycling of the collected shipping packaging made from paper and cardboard in accordance with the applicable regulations are guaranteed for the lifetime of this agreement.
- b) The contracting party is entitled to hand in free of charge to Reclay Vfw GmbH, a partner of RESY OfW GmbH, any used shipping packaging and secondary packaging supplied, after agreeing a handover date. This shipping packaging and secondary packaging will be taken for recycling by either Reclay Vfw GmbH or a mandated third party, in accordance with the applicable regulations.
- c) Should it be the case that in principle the contracting party wishes the shipping packaging and secondary packaging to be picked up then a separate contract (a shipping packaging contract) can be entered into with Reclay Vfw GmbH.

9. Legal Jurisdiction

The responsible court at RESY OfW GmbH's seat of business shall be responsible for all current and future claims resulting from the business relationship between the two parties. RESY OfW GmbH may also have recourse to any other responsible court of law.

For the contracting party

A.T.K. SPÓŁKA JAWNA
WŁAŚCICIEL
Tomasz Kedron

For RESY OfW GmbH

Kobiernice 02.03.2017

(signature, place, date)

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22.03.2017 i. A.H. ppe

(signature, place, date)

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64295 Darmstadt

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