

Policy on Deposit Bottles and Deposit Cans

Afvalfonds Verpakkingen Statiegeld Nederland



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1.0 Introduction

1.1 Background

1. From 1 July 2021 onwards, by virtue of an amendment to the Packaging Decree (as defined below), Producers and Importers are under the following obligations (amongst others):
 - a. ensuring that, per calendar year, at least 90 percent by weight (or 85 percent by weight if the provisions in Article 6a paragraph 2 of the Packaging Decree are complied with) of the total plastic drinks bottles put on the market by the Producer or Importer in question is collected separately; and
 - b. to charge a Deposit ('Statiegeld') on plastic bottles for Soft Drinks and water that are put on the market that have a capacity of 3 litres or less and to take back these bottles (or to outsource this).

2. As at 31 December 2022 and 1 January 2024 respectively, new amendments of the Packaging Decree come into force. By virtue of these amendments, Producers and Importers are under the following obligations (amongst others):
 - a. that with effect from 1 January 2024 they must ensure that, per calendar year, at least 90 percent by weight (or 80 percent by weight in the case of compliance with the provisions in Article 6b paragraph 2 of the Packaging Decree) of the total metal drink packaging items put on the market by the Producer or Importer in question are collected separately; and that
 - b. with effect from 31 December 2022, to charge a Deposit when metal drink packaging items¹ with a capacity of 3 litres or less are put on the market and to take back this metal drink packaging (or to outsource this).

3. As laid down in Article 2.1 of the ABBO (Afvalbeheerbijdrageovereenkomst/Waste Management Contribution Agreement, as defined below) - which agreement has been declared universally binding - the Producers and Importers use the Waste Management Structure to collectively fulfil their obligations (including those relating to the deposit for Packaging) that arise from the Packaging Decree and other regulations.

4. By virtue of Article 2.2 of the ABBO, aspects of the Waste Management Structure include the fulfilment by the Producers and Importers of deposit obligations and the collection of Deposits for the designated Packaging, as laid down in the Packaging Decree (**Deposit Refund System**). With due observance of the provisions in sub-paragraph 1.1 under paragraph 2, the Deposit Refund System will be enlarged to include Metal Drink Packaging items.

5. By virtue of the provisions in the ABBO, Afvalfonds Verpakkingen (AFV) collectively implements the aforementioned Deposit Refund System on behalf of the Producers and Importers.

6. As a result of the enlargement of the Deposit Refund System to include Metal Drink Packaging items, on the instructions of Afvalfonds Verpakkingen and in conjunction with its designated implementing agency Statiegeld Nederland, the document in question with the

¹ The Deposit Refund System applies to Metal Drink Packaging items that contain alcoholic Drink (such as beer, wine and mixer drinks) or non-alcoholic Drink (such as soft drink, water and juice). Metal Drink Packaging items containing liquids whose primary purpose is not to be drunk (such as lemonade syrup, thick juice, soups or condensed milk) are not subject to the Deposit Refund System.

short title of *Policy on Deposit Bottles and Deposit Cans* has been adopted, which document comes into force on 1 April 2023 and from this date onwards replaces the Policy on Deposit Bottles.

7. The Policy on Deposit Bottles and Deposit Cans was adopted as a further implementation of the ABBO that has been declared universally binding and contains further notes on the ABBO as well as further rules in accordance with Article 2.8 of the ABBO.

1.2 Statiegeld Nederland and the Policy on Deposit Bottles and Deposit Cans

8. By virtue of Article 2.7 of the ABBO, Statiegeld Nederland has been appointed by Afvalfonds Verpakkingen as the implementing agency for the implementation of the Deposit Refund System.
9. In its capacity as the implementing agency, Statiegeld Nederland (Statiegeld NL) coordinates and facilitates the implementation of the Deposit Refund System for Producers and Importers. To this end, Statiegeld NL performs such activities as organising the nationwide collection, counting, sorting, settlement and recycling (including their outsourcing) of Deposit Bottles and Metal Drink Packaging items. Statiegeld Nederland will draft implementation policy, including in respect of the Collection Points.
10. In the event of a debate about the formulation, interpretation or application of this Policy on Deposit Bottles and Deposit Cans, Afvalfonds Verpakkingen will take a decision in conjunction with Statiegeld Nederland. The Policy on Deposit Bottles and Deposit Cans can be amended if - in the opinion of Afvalfonds Verpakkingen in conjunction with Statiegeld Nederland - there is reason to do so. Afvalfonds Verpakkingen will endeavour to make any changes once a year, with an effective date of 1 January.
11. The Policy on Deposit Bottles and Deposit Cans applies without prejudice to the other policies adopted by Stichting Afvalfonds Verpakkingen, such as the Waste Fund Policy (as defined below).

2.0 Definitions

In this Policy on Deposit Bottles and Deposit Cans, the following terms written with a capital letter have the meaning stated below.

Declaration for Deposit Bottles and/or Metal Drink Packaging items

The Declaration ('Aangifte') for Deposit Bottles and/or Metal Drink Packaging items as detailed in sub-paragraph 5.1 of this Policy on Deposit Bottles and Deposit Cans. The Declaration for Deposit Bottles and/or Metal Drink Packaging items is part of the Declaration referred to in the ABBO and the Waste Fund Policy, with the conditions set out therein regarding the Declaration also applying to the Declaration for Deposit Bottles, this with due observance of this Policy on Deposit Bottles and Deposit Cans.

ABBO

The Afvalbeheerbijdrageovereenkomst Verpakkingen (the Waste Management Contribution Agreement for Packaging) that has been declared universally binding, as referred to in the Waste Fund Policy.

Fee Payment Number (Afdrachtaantal)

The Fee Payment Number as referred to in sub-paragraph 4.4 under paragraph 17 of this Policy on Deposit Bottles and Deposit Cans.

Packaging Waste Management Contribution (Afvalbeheerbijdrage Verpakkingen)

The Packaging Waste Management Contribution (PWMC), as referred to in the Waste Fund Policy and that in respect of the Deposit Refund System and this Policy on Deposit Bottles and Deposit Cans consists of a Deposit Component, a SUP Component, an Implementation Component and a System Component.

Waste Management Structure (Afvalbeheerstructuur)

The Waste Management Structure as defined in the Waste Fund Policy.

Afvalfonds Verpakkingen

The Stichting Afvalfonds Verpakkingen (the Packaging Waste Fund Association), with registered office in The Hague.

Basic Deposit Payment (Basis Statiegeldbetaling)

The Basic Deposit Payment as referred to in sub-paragraph 5.3 in paragraph 17 of this Policy on Deposit Bottles and Deposit Cans.

Waste Fund Policy

The further rules (as referred to in Article 2.8 of the ABBO) that have been adopted by Afvalfonds Verpakkingen for the implementation of the ABBO, as most recently adopted in the *Beleid 2023 Afvalfonds Verpakkingen* (Policy 2023 for Afvalfonds Verpakkingen), including any amendments still to be adopted and any supplements to them. The most recent version of the Waste Fund Policy can be found at: <https://www.afvalfondsverpakkingen.nl/nl/downloads-beleid>.

Policy on Deposit Bottles

The Policy on Deposit Bottles in the version that applied as at 1 July 2021 and that as at 1 April 2023 is being replaced by this Policy on Deposit Bottles and Deposit Cans.

Policy on Deposit Bottles and Deposit Cans (Beleid Statiegeldflessen en -blik)

The Policy on Deposit Bottles and Deposit Cans that sets out further rules for the Deposit Refund System by virtue of the provisions in Article 2.8 of the ABBO, which rules are incorporated into this document Policy on Deposit Bottles and Deposit Cans of Afvalfonds Verpakkingen and Statiegeld Nederland, including any amendments and supplements still to be adopted.

Penalties Regulation (Boetereglement)

The Penalties Regulation included in Annex 3 of the ABBO.

Consumer (Consument)

A natural person who is not acting in the conducting of a profession or business.

Design for Recycling Guidelines

The Design for Recycling Guidelines solely apply to Deposit Bottles and can be found at: <https://www.epbp.org/design-guidelines>.

Drink (Drank)

Liquid intended for human consumption and primarily intended to be drunk, that is not a medicinal drink that can be defined as a medicine under Article 1 first paragraph under b of the Dutch Medicines Act.

EAN Code

A European Article Number, this being the number sequence found under the barcode on products and that can be used to identify a particular product packaging at the item level.

Exporter (Exporteur)

An enterprise that directly or indirectly provides Deposit Bottles and/or Metal Drink Packaging items for the first time outside the Netherlands.

Essential Requirements (Essentiële Eisen)

The requirements referred to in Article 3 of the Packaging Decree.

Soft Drink (Frisdrank)

Beverage as referred to in Article 7a of the Dutch Reserved Designations (Commodities Act) Decree.

Reasons for Other Crediting (Gronden Overige Creditering)

The Reasons for Other Crediting as referred to in sub-paragraph 7.2 under paragraph 12 of this Decree on Deposit Bottles.

Large Deposit Bottles

Bottles with a capacity of between 1 and 3 litres that are subject to a deposit obligation by virtue of the Packaging Decree.

Collection Points (Innamepunten)

All locations where Deposit Bottles and/or Metal Drink Packaging items will be collected and where the Consumer can hand them in, including supermarkets, train stations, catering locations, online delivery services and petrol stations.

Small Deposit Bottles

Bottles with a capacity of up to 1 litre that are subject to a deposit obligation by virtue of the Packaging Decree.

Customised Agreement (Maatwerkovereenkomst)

The tailor-made agreement as referred to in sub-paragraph 12.0 under paragraph 1 of this Policy on Deposit Bottles and Deposit Cans.

Customised Agreement for the Assignment of Obligations (Maatwerkovereenkomst Doorlegging Verplichtingen)

The tailor-made agreement as referred to in sub-paragraph 12.1 of this Policy on Deposit Bottles and Deposit Cans.

Metal Drink Packaging items or Deposit Can

Metal drink packaging, suitable for packing a Drink in and that is primarily made of a type of metal or mixture of metals.

Provisional Statement ('Opgaaf') for Deposit Bottles and/or Metal Drink Packaging items

The provisional information that the Producer and/or Importer must regularly provide to Afvalfonds Verpakkingen via the Producer Portal, in order to fulfil his obligations under the ABBO concerning the number of Deposit Bottles and/or Metal Drink Packaging items provided in the Netherlands during a Provisional Statement Period and that serves as a basis for paying the Packaging Waste Management Contribution described in Annex 2 of the ABBO. The Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items relates to a part of the Provisional Statement as referred to in the Waste Fund Policy, with the conditions that apply to the Provisional Statement also applying to the Provisional Statement for Deposits, with due observance of the provisions in this Policy on Deposit Bottles and Deposit Cans.

Provisional Statement for Indirect Exports

The Provisional Statement for Indirect Exports as referred to in sub-paragraph 7.1 of this Policy on Deposit Bottles and Deposit Cans.

Provisional Statement for Other Crediting

The Provisional Statement for Other Crediting as referred to in sub-paragraph 7.2 of this Policy on Deposit Bottles and Deposit Cans.

Provisional Statement Period

The Provisional Statement Period as defined in sub-paragraph 5.2 of this Policy on Deposit Bottles and

Deposit Cans.

Surcharge (Opslag)

The Surcharge as referred to in sub-paragraph 11.1 of this Policy on Deposit Bottles and Deposit Cans in paragraph 2.

Other Crediting

The Other Crediting as referred to in sub-paragraph 7.2 of this Policy on Deposit Bottles and Deposit Cans.

Producer or Importer (Producent of Importeur)

The producer or importer as defined in Article 1 paragraph 1 under g of the Packaging Decree (*amended as at 1 January 2023*).

Producer Portal (Producentenportal)

The online portal for (amongst other things) the Provisional Statement - and the Declaration - for Deposit Bottles and for invoices, as laid down in this Policy on Deposit Bottles and Deposit Cans, which portal is maintained and administered by or on behalf of Statiegeld Nederland.

Regulation for late Provisional Statement

The Regulation for a late Provisional Statement as referred to in sub-paragraph 11.1 of this Policy on Deposit Bottles and Deposit Cans in paragraph 2.

Refund (Restitutie)

The refund to the Exporter as referred to in the Regulation on Indirect Exports, as laid down in sub-paragraph 7.1 of this Policy on Deposit Bottles and Deposit Cans.

Right of Return (Retouraanspraak)

The Right of Return as referred to in sub-paragraph 9.2 of this Policy on Deposit Bottles and Deposit Cans in paragraph 2.

Return Bags (Retourbags)

Plastic bags that are big bags, small bags or mini bags in which - after collection - compacted or uncompactd Deposit Bottles and/or Metal Drink Packaging items are collected and transported for further processing (including counting and sorting).

Deposit (Statiegeld)

The deposit of € 0.15 per Small Deposit Bottle or € 0.25 per Large Deposit Bottle or € 0.15 per Metal Drink Packaging item respectively that are owed by Producers and Importers.

Deposit Component (Statiegeldcomponent)

The component - which is part of the Packaging Waste Management Contribution - to cover the Deposit owed by Producers and Importers, as set out in sub-paragraph 6.0 of this Policy on Deposit Bottles and Deposit Cans.

Deposit Invoice (Statiegeldfactuur)

The Deposit Invoice to be drawn up by Afvalfonds Verpakkingen, as referred to in sub-paragraph 5.3 of this Policy on Deposit Bottles and Deposit Cans in paragraph 18.

Deposit Bottles (Statiegeldflessen)

Small Deposit Bottles and Large Deposit Bottles in which a Soft Drink or water is packed and for which a Producer or Importer owes the contribution under the application of the provisions in this Policy on Deposit Bottles and Deposit Cans.

Statiegeld Nederland

The foundation Stichting Uitvoeringsorganisatie Statiegeld, with registered office in The Hague (NL).

Deposit Refund System (Statiegeldregeling)

The Deposit Refund System, as referred to in sub-paragraph 1.1 of this Policy on Deposit Bottles and Deposit Cans under paragraph 4.

SUP Component

The SUP (Single Use Plastic) component - which is part of the Packaging Waste Management Contribution - to cover the SUP surcharge on the packagings referred to in the SUP directive² that Producers and Importers owe, as set out in sub-paragraph 6.0 of this Policy on Deposit Bottles and Cans.

System Component (Systeemcomponent)

The component set out in sub-paragraph 6.0 of this Policy on Deposit Bottles and Deposit Cans to cover the costs incurred by Afvalfonds Verpakkingen for the implementation of the Deposit Refund System. The System Component is part of the Packaging Waste Management Contribution.

System Deposit Payment (Systeem Statiegeldbetaling)

The System Deposit Payment, as referred to in sub-paragraph 5.3 under paragraph 17 of this Policy on Deposit Bottles and Deposit Cans.

Counting Centre (Telcentrum)

A Counting Centre, as referred to in [@].

Transportation Reimbursement (Transportvergoeding)

The Transportation Reimbursement, as referred to in [@] of this Policy on Deposit Bottles and Deposit Cans.

Transportation Fee

The Transportation Fee, as referred to in [@] of this Policy on Deposit Bottles and Deposit Cans.

Transportation Target (Transport Target)

The Transportation Target, as referred to in sub-paragraph **Error! Reference source not found.** under paragraph **Error! Reference source not found.** of this Policy on Deposit Bottles and Deposit Cans.

² Directive (EU) 2019/904 of the European Parliament and Council of 5 June 2019 regarding the reducing of the effects of certain plastic products on the environment.

Implementation Component (Uitvoeringscomponent)

The component, as set out in sub-paragraph 6.0 of this Policy on Deposit Bottles and Deposit Cans, to cover the system costs and the costs of collection, processing and/or trading/selling incurred by Statiegeld Nederland for the implementation of the Deposit Refund System. The Implementation Component is part of the Packaging Waste Management Contribution.

VBR (Vergoeding Behandeling Retouremballage)

This is the reimbursement for handling returnable packaging materials, as referred to in sub-paragraph 4.4 under paragraph 17 of this Policy on Deposit Bottles and Deposit Cans.

Percentage of Unchanged EAN Code (Verhouding Ongewijzigde EAN-Code)

The Percentage of Unchanged EAN Code as referred to in sub-paragraph 4.4 under paragraph 17 of this Policy on Deposit Bottles and Deposit Cans.

Point of Sale Packaging (Verkooppuntverpakkingen)

The Packaging referred to in Article 1 paragraph 1 under a. in item 2 of the Packaging Decree.

Packaging (Verpakkingen)

Packaging as defined in Article 1 paragraph 1 under a. of the Packaging Decree, which is specified further in Article 1 paragraph 1 under b., c., and d. of the Packaging Decree. The full definition is quoted in sub-paragraph [3.1.] of the Waste Fund Policy.

Packaging Decree (Verpakkingenbesluit)

The *Besluit beheer verpakkingen 2014* (Stb [Dutch Bulletin of Acts and Decrees] 2014, 409) (the Packaging Management Decree 2014) as amended from time to time, including any amendments.

Negligence Penalty (Vergrijpboete)

The negligence penalty referred to in Annex 3 of the ABBO.

Default Surcharge (Verzuimboete)

The default surcharge referred to in Annex 3 of the ABBO.

3.0 General

1. With effect from 1 July 2021, Producers and Importers of Deposit Bottles - among other products - must charge the buyer a Deposit on the Deposit Bottle, for which they have a Right of Return.
2. With effect from 1 April 2023, Producers and Importers of Metal Drink Packaging items - and some other products - must charge the buyer a Deposit on the Metal Drink Packaging items, for which they have a Right of Return.
3. Upon their sale in the Netherlands, the Producer or Importer of Deposit Bottles must:
 - a. charge his buyers € 0.15 Deposit for each Small Deposit Bottle, with this Deposit being specified separately on the sales invoice as a Deposit, or else do so simultaneously with the customer settlement; as well as,
 - b. charge his buyers € 0.25 Deposit for each Large Deposit Bottle, with this Deposit being specified separately on the sales invoice as a Deposit, or else do so simultaneously with the customer settlement, as well as,
 - c. place the logo (or outsource this work) on the label of the Deposit Bottles as referred to in sub-paragraph 4.2 of this Policy on Deposit Bottles and Deposit Cans, in order to make it clear that a Deposit has been levied on the Deposit Bottles and that the latter are subject to the Deposit Packagings System.
4. Upon their sale in the Netherlands, the Producer or Importer of Metal Drink Packaging items must:
 - a. charge his buyers € 0.15 Deposit for each Metal Drink Packaging item, with this Deposit being specified separately on the sales invoice as a Deposit, or else do so simultaneously with the customer settlement; as well as,
 - b. place the logo (or outsource this work) on the label of the Metal Drink Packaging items as referred to in sub-paragraph 4.2 of this Policy on Deposit Bottles and Deposit Cans, in order to make it clear that a Deposit has been levied on the Metal Drink Packaging items and that the latter is subject to the Deposit Packagings System.
5. The Producer or Importer of Deposit Bottles and/or Metal Drink Packaging items owes Afvalfonds Verpakkingen the Packaging Waste Management Contribution. For the Deposit Refund System, the aforementioned Packaging Waste Management Contribution is calculated by multiplying the Deposit Component, the SUP Component and the Implementation Component by the number of items of Large and/or Small Deposit Bottles and/or Metal Drink Packaging, as well as by multiplying the System Component by the weight of Large and/or Small Deposit Bottles and/or Metal Drink Packaging items for which the Producer or Importer owes the contribution. The various components that make up the Packaging Waste Management Contribution (PWMC) for Large Deposit Bottles, the PWMC for Small Deposit Bottles and the PWMC for Metal Drink Packaging items, as well as the way in which the Packaging Waste Management Contribution will be charged, are set out in sub-paragraph 6.0 of this Policy on Deposit Bottles and Deposit Cans.
6. From 1 April 2021 for Large Deposit Bottles and from 1 June 2021 for Small Deposit Bottles, Producers and Importers can put them on the market in accordance with the provisions in this Policy on Deposit Bottles and Deposit Cans, in which case they must - for Large Deposit Bottles from 1 April 2021 and for Small Deposit Bottles from 1 June 2021 - record their details in the first Provisional Statement Period, as referred to in sub-paragraph 5.0 of this Policy on Deposit Bottles

and Deposit Cans. If those provisions in this Policy on Deposit Bottles and Deposit Cans that apply to Deposit Bottles are complied with then the Deposit Refund System will be applied to such Deposit Bottles as if the Deposit Bottles in question had been put on the market under the Deposit Refund System after 1 July 2021.

7. From 1 April 2023, Producers and Importers can put Metal Drink Packaging items on the market in accordance with the provisions in this Policy on Deposit Bottles and Deposit Cans, and - in the case of Metal Drink Packaging items - from 27 March 2023 onwards must record them in the first Provisional Statement Period, as referred to in sub-paragraph 5.0 of this Policy on Deposit Bottles and Deposit Cans.
8. In so far as it does not follow otherwise from this Policy on Deposit Bottles and Deposit Cans, the provisions in the Waste Fund Policy for the Deposit Refund System apply mutatis mutandis as much as possible. This relates for instance to the basis for the contribution obligation for the Producer or Importer. In the event of inconsistency between the Policy on Deposit Bottles and Deposit Cans and the Waste Fund Policy, the provisions in this Policy on Deposit Bottles and Deposit Cans prevail.

4.0 EAN Code, deposit logo and mandatory registration

4.1 EAN Code

1. In order to be able to distinguish the Deposit Bottles and/or Metal Drink Packaging items to which the Deposit Refund System applies from other (deposit or other) bottles and/or metal drink packaging – such as (i) small plastic bottles of soft drink or water put on the market before the Deposit Refund System came into force, and (ii) large plastic bottles to which the Deposit Return System applied as referred to in sub-paragraph [3.4] of the Waste Fund Policy, and (iii) metal drink packaging items of drink put on the market before the Deposit Refund System starts to apply to Metal Drink Packaging items – the Producer or Importer will in respect of each Deposit Bottle and/or Metal Drink Packaging item that is put on the market under the Deposit Refund System:

- a. mark it with a new EAN Code; and,
- b. mark it with the deposit logo.

In doing so, the Producer or Importer will comply with the provisions that apply to the displaying of EAN Codes and the use of the deposit logo, as well as with any other provisions announced by Statiegeld Nederland. With regard to a Producer or Importer's use of EAN Codes, the relevant provisions drawn up by GS1 will apply as a basis, which provisions Statiegeld Nederland may deviate from. Statiegeld Nederland will publish any such deviations on its website and/or will include them in this Policy on Deposit Bottles and Deposit Cans.

4.2 Logo

2. Each Deposit Bottle and/or Metal Drink Packaging items must be marked by the Producer or Importer with the deposit logo that Statiegeld Nederland provides the Producer or Importer with, the above with due observance of the conditions set out in the *Provisions for the mandatory use of the deposit logo on packagings* (including any amendments in respect of the most recent version adopted). Statiegeld Nederland will likewise make (and keep) the most recent version of the aforementioned conditions available on its website's download page.

4.3 Mandatory registration of EAN Codes

3. Producers and Importers are obliged to register with Statiegeld Nederland the EAN Codes (including all information included in the Producer Portal) for all Deposit Bottles and/or Metal Drink Packaging items that are put on the market after this Policy on Deposit Bottles and Deposit Cans comes into effect and to do so at the latest fourteen days before they are put on the market.
4. Producers and Importers are obliged to register with Statiegeld Nederland the EAN Codes for large plastic bottles to which the Deposit Return System applied as referred to in sub-paragraph 3.4 of the Waste Fund Policy and that were put on the market before the Deposit Refund System came into effect and to do so at the latest fourteen days after this Policy on Deposit Bottles and Deposit Cans came into effect.
5. Producers and Importers are obliged to notify those RVM (Reverse Vending Machine) suppliers who are active in the market about the EAN Codes and about the types & shapes of all Deposit Bottles and/or Metal Drink Packaging items that will be put on the market by the relevant Producer or Importer after this Policy on Deposit Bottles and Deposit Cans

comes into effect, and to do so before these Deposit Bottles and/or Metal Drink Packaging items are put on the market. A list of the RVM suppliers may be obtained from Statiegeld Nederland.

6. The EAN Codes are registered by the Producer or Importer entering them in the Producer Portal. Producers and Importers are obliged to provide all the information accurately and completely that is requested in the Producer Portal and to pass on any amendments as soon as possible.
7. Statiegeld Nederland will maintain a database of EAN Codes, which it will make available to the Collection Points and the RVM suppliers.
8. Statiegeld Nederland is entitled to refuse the registration of an EAN Code for a Deposit Bottle and/or Metal Drink Packaging item if the relevant Deposit Bottle or Metal Drink Packaging item does not comply with the Essential Requirements.
9. Statiegeld Nederland can apply differentiated tariffs and amounts for certain designated Deposit Bottles and/or Metal Drink Packaging items, this in connection with the degree of efficiency, the costs and/or the risks that apply to the relevant Deposit Bottles and/or Metal Drink Packaging items in the system(s) for collection, processing and/or recycling. Statiegeld Nederland refers in this context - solely with regard to Deposit Bottles - to the recycling requirements set in the Design for Recycling Guidelines, which may be found at: <https://www.epbp.org/design-guidelines>.
10. The deregistering of an EAN Code with Statiegeld Nederland is solely possible if the relevant Producer or Importer that submits an application to this end has made a sufficiently good case in the opinion of Statiegeld Nederland that the relevant EAN Code will no longer (or will now scarcely be) handed in at the various Collection Points. The Consumer's right to a Deposit payout ends five years after the Consumer purchased the Deposit Bottle and/or the Metal Drink Packaging item. Statiegeld Nederland can opt to still pay out this Deposit to the Consumer after these five years have elapsed if a Consumer submits an application to this end.

4.4 Usage of international EAN Code and unchanged EAN Code

11. The provisions set out below in paragraphs nr. 12 to 16 inclusive relate to the actual or planned provision of risk cover or other cover to Statiegeld Nederland for the costs of: (i) the collection of Deposit Bottles and/or Metal Drink Packaging items with international EAN Codes and (ii) the collection of Small Deposit Bottles and/or Metal Drink Packaging items that are not marked with new EAN Codes.
12. If a Producer or Importer - whether or not contrary to the provisions in paragraph 1 and/or 2 of sub-paragraph 4.1 above - puts Deposit Bottles and/or Metal Drink Packaging items on the market under the Deposit Refund System that are provided with an international EAN Code then this Producer or Importer owes an increased Packaging Waste Management Contribution on these Deposit Bottles and/or Metal Drink Packaging items. The increased Packaging Waste Management Contribution owed on these Deposit Bottles and/or Metal Drink Packaging items is calculated by multiplying by 120% the applicable amounts of the

Deposit Component, SUP Component and Implementation Component - as shown in sub-paragraph 6.0 of this Policy on Deposit Bottles and Deposit Cans – for each Deposit Bottle and/or Metal Drink Packaging item. The amount owed by a Producer or Importer for the System Component does not change if an international EAN Code is used. The Deposit Bottle-related provisions in this paragraph solely apply if Statiegeld Nederland has used a management decision to activate this arrangement for a period to be specified further. The provisions in this paragraph only do not apply for Metal Drink Packaging items if Statiegeld Nederland has used a management decision to deactivate this arrangement for a period to be specified further.

13. If a Producer or Importer puts Small Deposit Bottles and/or Metal Drink Packaging items on the market in the Netherlands under the Deposit Refund System without them being marked with a new EAN Code as referred to in paragraph 1 and paragraph 2 respectively of sub-paragraph 4.1 of this Policy on Deposit Bottles and Deposit Cans, then the relevant Producer or Importer owes an increased Packaging Waste Management Contribution on these Small Deposit Bottles or Metal Drink Packaging items respectively. The increased Packaging Waste Management Contribution owed on these Deposit Bottles or Metal Drink Packaging items respectively is calculated by multiplying by 150% the applicable amounts of the Deposit Component, the SUP Component and the Implementation Component - as shown in sub-paragraph 6.0 of this Policy on Deposit Bottles and Deposit Cans – for each Deposit Bottle or Metal Drink Packaging item respectively. The System Component sum owed by a Producer or Importer for using an unchanged EAN Code for a Small Deposit Bottle or Metal Drink Packaging item does not change. The provisions in this paragraph only apply for Deposit Bottles if this arrangement by Statiegeld Nederland is activated by management decision for a period of time to be specified later. The provisions in this paragraph only do not apply to Metal Drink Packaging items if this arrangement by Statiegeld Nederland is deactivated by management decision for a period of time to be specified later.
14. Based on the percentage return rates achieved and empirical data, the percentages quoted above in paragraphs 12 and 13 of this sub-paragraph 4.4 of this Policy on Deposit Bottles and Deposit Cans will be reviewed and - where necessary - adjusted, taking into account the goals described in the first sentence of paragraph 16 below.
15. If it turns out that Statiegeld Nederland has collected more Deposit Bottles and/or Metal Drink Packaging items from a Producer or Importer of the types referred to in paragraphs 12 or 13 respectively than the number stated by the Producer or Importer in the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items then the Producer or Importer will still be charged the Packaging Waste Management Contribution for the higher number of Deposit Bottles and/or Metal Drink Packaging items, so that at minimum the Packaging Waste Management Contribution is paid for all collected Deposit Bottles and/or Metal Drink Packaging items on the basis of the tariffs and amounts referred to in sub-paragraph 6.0.
16. Following the end of each calendar quarter, Statiegeld Nederland will determine for each Producer or Importer - based on the number collected of the following: (i) Deposit Bottles and/or Metal Drink Packaging items with an international EAN Code, and/or (ii) Small

Deposit Bottles and/or Metal Drink Packaging items with an unchanged EAN Code - whether (and if so, to what degree, also given the interest referred to in paragraph 11 above) to repay to the Producer or Importer the surcharge paid by the Producer or Importer by virtue of the provisions in paragraphs 12 and 13 on the amounts referred to in sub-paragraph 6.0, with the unredeemed financing component being taken into account in this regard.

17. With effect from 1 July 2021, all collected Large Deposit Bottles - irrespective of whether these have been marked with a new EAN Code or were put on the market prior to 1 July 2021 by a Producer or Importer - come under the Deposit Refund System. No later than three months after the Deposit Refund System comes into force, and thereafter following the end of each quarter, Statiegeld Nederland will determine the number of Large Deposit Bottles without an amended EAN Code collected in the Netherlands and will divide this number by the total number of Deposit Bottles collected in the Netherlands, in order to determine the percentage of Large Deposit Bottles without an amended EAN Code for the period in question, expressed as a percentage (**Percentage with Unchanged EAN Code**). Without prejudice to the provisions in this Policy on Deposit Bottles and Deposit Cans, a Producer or Importer who after the Deposit Refund System came into force put Large Deposit Bottles with an unchanged EAN Code on the market is obliged to pay Statiegeld Nederland i) a Deposit and (ii) a reimbursement known as a '**VBR**' for handling the returnable packaging material, doing so for the number of Large Deposit Bottles with an unchanged EAN Code (the **Fee Payment Number**). The Fee Payment Number is equal to the number of Large Deposit Bottles with an unchanged EAN Code that the Producer or Importer put on the market during the period in question multiplied by the Percentage with Unchanged EAN Code for the period in question.

18. If a Producer or Importer has amended the EAN Code of Large Deposit Bottles placed on the market by the relevant Producer or Importer from 1 July 2021 onwards in accordance with this Policy on Deposit Bottles and Deposit Cans, then the relevant Producer or Importer is obliged to pay the Deposit and VBR to Statiegeld Nederland for the Large Deposit Bottles that the Deposit Return System applied to as referred to in sub-paragraph 3.4 of the Waste Fund Policy and that had an old EAN Code and were collected after 1 July 2021, in accordance with the Deposit Return System as referred to in sub-paragraph 3.4 of the Waste Fund Policy.

5.0 Declaration, Provisional Statement and payment

5.1 Declaration for Deposit Bottles and/or Metal Drink Packaging items

1. Following the end of a calendar year, the Producer or Importer must submit a Declaration for Deposit Bottles and/or Metal Drink Packaging items to Afvalfonds Verpakkingen for Deposit Bottles and/or Metal Drink Packaging items that states:
 - a. the number and weight of Large and Small Deposit Bottles and Metal Drink Packaging items for which the Producer or Importer owes the contribution in the calendar year in question; and,
 - b. all other information deemed necessary by Afvalfonds Verpakkingen and/or Statiegeld Nederland.
2. The Declaration for Deposit Bottles and/or Metal Drink Packaging items will be prepared in the Producer Portal on the basis of the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items for the previous calendar year and once audited can be approved - and where necessary amended - by the Producer or Importer.
3. The Declaration for Deposit Bottles and/or Metal Drink Packaging items must be provided with an audit opinion that complies with an audit protocol that will be subsequently drawn up and made known by Afvalfonds Verpakkingen and/or Statiegeld Nederland. The latest version of the aforementioned audit protocol will be made available by Statiegeld Nederland as a download on its website. This audit opinion does not affect the powers held by Statiegeld Nederland and/or Afvalfonds Verpakkingen under the ABBO to carry out its/their own audit of the Declaration for Deposit Bottles and Metal Drink Packaging items and to impose any additional levy assessments if and in so far as the audit performed gives cause to do so.
4. The Declaration for Deposit Bottles and/or Metal Drink Packaging items is part of the Declaration referred to in the Waste Fund Policy, with the provisions in the Waste Fund Policy applying mutatis mutandis, in so far as this is not deviated from in this Policy on Deposit Bottles and Deposit Cans.
5. The Producer or Importer is obliged to fill in his Declaration accurately and completely, to sign it (electronically or otherwise) and to submit it at the latest during the first calendar quarter following the year to which the Declaration relates. If a Producer or Importer fails to comply with the provisions in the previous sentence, then this can lead to the imposing of a Default Surcharge or Negligence Penalty, this with due observance of the provisions in sub-paragraph 11.0 of this Policy on Deposit Bottles and Deposit Cans and the ABBO.
6. The submission of the Declaration may only be delayed in the event of exceptional circumstances and provided that Afvalfonds Verpakkingen has approved this delay. An application to this end must be submitted to Afvalfonds Verpakkingen in writing at the latest three working days before 1 April.
7. A Declaration relates to all the Provisional Statement Periods in the calendar year in question.

5.2 Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items

8. The provisions in this sub-paragraph 5.2 have been laid down with due observance of the provisions in Article 4.6 of Annex 2 to the ABBO, in which it is determined that Afvalfonds Verpakkingen is entitled to require statements for the Deposit Bottles and Metal Drink Packaging items to be submitted more frequently than is stated in the ABBO.

9. The Producer or Importer of Deposit Bottles and/or Metal Drink Packaging items must regularly submit a Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items to Afvalfonds Verpakkingen via the Producer Portal. The Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items relates to - in anticipation of the Declaration - providing as accurately and completely as possible the data for the period to which the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items relates (the **Provisional Statement** Period). The Provisional Statement Periods will cover the following successive periods in a year:
 1. 52 weeks, each period being 4 weeks, apart from each third period which is 5 weeks (resulting in 12 periods in the full year, of which 8 periods of 4 weeks and 4 periods of 5 weeks); and,
 2. 53 weeks, each period being 4 weeks, apart from each third period which is 5 weeks and apart from the final period which is 6 weeks (resulting in 12 periods in the full year, of which 8 periods of 4 weeks, 3 periods of 5 weeks and 1 period of 6 weeks).

10. The commencement of the Provisional Statement Periods under the Deposit Refund System is different for Small Deposit Bottles and Large Deposit Bottles:
 - a. Large Deposit Bottles: the first Provisional Statement Period for Large Deposit Bottles relates to Large Deposit Bottles that were put on the market in the period from 1 April 2021 up to and including 30 May 2021. The Provisional Statement Period for Large Deposit Bottles following this is equal to the first Provisional Statement Period for Small Deposit Bottles as shown in this paragraph under b.;
 - b. Small Deposit Bottles: the first Provisional Statement Period for Small Deposit Bottles relates to Small Deposit Bottles that were put on the market in the period from 31 May 2021 up to and including 4 July 2021.

The Provisional Statement Period following the first Provisional Statement Period for Large Deposit Bottles is equal to the first Provisional Statement Period for Small Deposit Bottles (see under b. above) and relates to a period of 5 weeks, following which the cycle of Provisional Statement Periods as referred to in paragraph 8 commences with a period of 4 weeks. Following the aforementioned period of 4 weeks, there is a Provisional Statement Period of 4 weeks followed by a Provisional Statement Period of 5 weeks, the above in accordance with the cycle described in paragraph 8.

11. For Metal Drink Packaging items, the commencement of the Provisional Statement Period under the Deposit Refund System is as follows:
 - a. the first Provisional Statement Period for Metal Drink Packaging items relates to Metal Drink Packaging items put on the market in the period from 27 March 2023 up to and including 30 April 2023.

The Provisional Statement Period following the first Provisional Statement Period has a duration of 4 weeks. The aforementioned period of 4 weeks is followed by a Provisional Statement Period of 5 weeks, the above in accordance with the cycle as described in paragraph 8.

12. The Provisional Statement Period can be amended by a management decision of Statiegeld Nederland acting in conjunction with Afvalfonds Verpakkingen, both in terms of the period itself and in respect of the Producers and Importers to whom a particular period applies.

Statiegeld Nederland will inform the Producers and Importers of the amended Provisional Statement Period at least three months before it commences.

13. No later than five working days after the end of a Provisional Statement Period, the Producer or Importer will provide Afvalfonds Verpakkingen via the Producer Portal with a Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items for the period that has just elapsed. In the event of a failure to fulfil the obligation to submit the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items at all, on time or in full then Afvalfonds Verpakkingen - without prejudice to its other rights under the ABBO - is entitled to estimate the Provisional Statement data for Deposit Bottles and/or Metal Drink Packaging items of the Producer or Importer or to apply a surcharge of 20% to the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items of the Producer or Importer in question for the previous Provisional Statement Period. The aforementioned surcharge can be repaid by Statiegeld Nederland to the Producer or Importer at any time at the latter's request.
14. A Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items must at minimum contain the information that is as accurate and complete as the description summarised in sub-paragraph 5.1 of this Policy on Deposit Bottles and Deposit Cans as being required for the Declaration. The Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items must be submitted for each Provisional Statement Period, and accordingly including for the case where in the previous period there were no Large and Small Deposit Bottles or Metal Drink Packaging items for which the Producer or Importer owes the contribution (with the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items stating this figure as being zero).
15. If and as soon as a Producer or Importer realises that certain data with regard to the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items is not accurate and/or not complete because a change has occurred or will occur then the Producer or Importer will immediately pass on the amendments via the Producer Portal, so that the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items is accurate and complete at all times.
16. A Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items is submitted by the Producer or Importer via the Producer Portal.

5.3 (Preliminary or other) payment, definitive Packaging Waste Management Contribution, payment terms

17. The Producer or Importer will pay the Packaging Waste Management Contribution (PWMC) owed by virtue of the Deposit Refund System and this Policy on Deposit Bottles and Deposit Cans:
 1. by means of a preliminary payment, whose amount will be determined by multiplying the number of Deposit Bottles and/or Metal Drink Packaging items stated in the Provisional Statement for Deposits and/or Metal Drink Packaging items by the Deposit Component and the Implementation Component (the **Basic Deposit Payment**);
 2. by means of a preliminary payment, whose amount will be determined by multiplying the weight of Deposit Bottles and/or Metal Drink Packaging items stated in the Provisional Statement for Deposits and/or Metal Drink Packaging items by the System Component, and by multiplying the number of Deposit Bottles in the Provisional Statement for Deposits and/or Metal Drink Packaging items by the SUP

Component (the System Deposit Payment).

18. Following the submission of a Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items by a Producer or Importer, Afvalfonds Verpakkingen will draw up an invoice (the **Deposit Invoice**) for the Basic Deposit Payment at the latest on the Monday of the second week following the end of a Provisional Statement Period. The payment period of the Deposit Invoice for the Basic Deposit Payment is 14 days. The payment by a Producer or Importer is made by direct debit.
19. The System Deposit Payment will be invoiced by Afvalfonds Verpakkingen to the Producer or Importer at the same time as - and in accordance with - the way in which the other (preliminary or other) payments of the Packaging Waste Management Contribution that arise by virtue of the Waste Fund Policy are charged by Afvalfonds Verpakkingen to the Producer or Importer. The conditions that apply to such (preliminary or other) payments of application apply mutatis mutandis.
20. If the Declaration for Deposit Bottles and/or Metal Drink Packaging items reveals that the Packaging Waste Management Contribution owed by the Producer or Importer by virtue of the Deposit Refund System and this Policy on Deposit Bottles and Deposit Cans is not equal to the total of the Basic Deposit Payment and the System Deposit Payment then the provisions in Article 6 of Annex 2 - Payment terms of the ABBO apply mutatis mutandis.
21. Delayed payment is only possible in the event of exceptional circumstances and only after Afvalfonds Verpakkingen has consented to it. A written application to this end must be submitted to Afvalfonds Verpakkingen at the latest three working days before the end of the payment period.
22. In order to ensure that the Deposit Refund System and its associated payments proceed as smoothly as possible, the necessary data from the Producers and Importers will be shared and exchanged between Afvalfonds Verpakkingen and Statiegeld Nederland, with the provisions in Article 7 of the ABBO applying in this regard.

5.4 Requirement to keep records

23. The requirement for the Producers and Importers to keep records, as set out in the Waste Fund Policy, applies mutatis mutandis to the provisions in this Policy on Deposit Bottles and Deposit Cans, the above with due observance of the specific conditions and provisions arising from the Deposit Refund System.

6.0 Amounts

1. The Producers and Importers of Deposit Bottles and/or Metal Drink Packaging items owe the Packaging Waste Management Contribution by virtue of the Deposit Refund System and this Policy on Deposit Bottles and Deposit Cans.
2. The components of the Packaging Waste Management Contribution, as shown in the table in paragraph 3 of this sub-paragraph 6.0 of this Policy on Deposit Bottles and Deposit Cans, are determined annually and can change, with any such changes being made known at the latest in the fourth quarter that directly precedes the next calendar year.
3. For the year 2023, the amounts set out below apply i) for the Deposit Component and Implementation Component in euros per Small or Large Deposit Bottle or Metal Drink Packaging item respectively, and for the SUP Component in euros per Small and Large Deposit Bottle respectively and ii) for the System Component per kilogramme weight:

	Small Deposit Bottle	Large Deposit Bottle	Metal Drink packaging
Deposit Component	€ 0.15/bottle	€ 0.25/bottle	€ 0.15/can
Implementation Component	€ 0.014/bottle	€ 0.016/bottle	€ [@]/can
SUP Component	€ 0.0023/bottle	€ 0.0023/bottle	n/a
System Component	€ 0.01/kg	€ 0.01/kg	€ 0.01/kg

4. The Transportation Reimbursement (as referred to in sub-paragraph **Error! Reference source not found.** under paragraph **Error! Reference source not found.**) for the year 2023 will be made known to the Producers and Importers as soon as it has been determined.
5. The amounts referred to in this Policy on Deposit Bottles and Deposit Cans are exclusive of VAT. Afvalfonds Verpakkingen owes VAT on the Implementation Component, the SUP component and the System Component and will accordingly invoice the Producers and Importers for the contributions for the Implementation Component, the SUP Component and the System Component inclusive of VAT. VAT does not apply to the Deposit Component or to payments to Exporters that relate to indirect exports.

7.0 Refunds and Other Crediting

7.1 Refunds

1. An Exporter of Deposit Bottles and/or Metal Drink Packaging items can apply to Statiegeld Nederland for a refund of the contributions made by virtue of the Deposit Component and the System Component that a Producer or Importer has demonstrably previously paid to Afvalfonds Verpakkingen for Deposit Bottles and/or Metal Drink Packaging items that have been exported (the **Refund**).
2. In order to qualify for a Refund, the Exporter must register with (and apply for the Refund to) Statiegeld Nederland. The Exporter must organise his records in accordance with the relevant conditions laid down by Statiegeld Nederland.
3. No later than two weeks after the end of a Provisional Statement Period, the Exporter will submit a Provisional Statement for the relevant Provisional Statement Period to Statiegeld Nederland about the Deposit Bottles and/or Metal Drink Packaging items provided to other parties outside the Netherlands, doing so in a way to be laid down by Statiegeld Nederland (the **Provisional Statement for Indirect Exports**).
4. The Exporter must substantiate the Provisional Statement for Indirect Exports each year by means of an audit opinion that complies with an audit protocol to be laid down by Statiegeld Nederland. This audit opinion must be provided to Statiegeld Nederland at the latest during the first quarter following the end of a calendar year. The latest version of the aforementioned audit protocol will be made available by Statiegeld Nederland as a download on its website.
5. The Provisional Statement for Indirect Exports for a Provisional Statement Period must contain at least the following data:
 - a. the EAN Codes of the Deposit Bottles and/or Metal Drink Packaging items provided by the Exporter outside the Netherlands; and
 - b. the number of Large Deposit Bottles and/or Small Deposit Bottles and/or Metal Drink Packaging items put on the market by the Exporter outside the Netherlands; and
 - c. the supplier(s) of the relevant Large and/or Small Deposit Bottles and/or Metal Drink Packaging items, stating their company name & address and their KvK (Dutch Chamber of Commerce) number(s).
6. If a Deposit Bottle and/or a Metal Drink Packaging item for which the Exporter has received a Refund is/are collected at a Collection Point in the Netherlands after all then Statiegeld Nederland suffers a financial loss from this. In order to limit the risk of such loss, Statiegeld Nederland has set a nationwide risk deduction figure of 5%.
7. Statiegeld Nederland's refund to the Exporter for the contribution from the Deposit Component will be made no later than 14 days after Statiegeld Nederland's approval of the Provisional Statement for Indirect Exports, subject to the application of a risk deduction as referred to in the above paragraph 6. Afvalfonds Verpakkingen's refunding of the Exporter for the System Component takes place following the approval of the Provisional Statement for Indirect Exports and is subject to a risk deduction as referred to in the above paragraph 6.

8. Based on the Provisional Statement for Indirect Exports, a Producer or Importer gets back from Statiegeld Nederland the Packaging Waste Management Contribution (PWMC) that the Producer or Importer (P/I) pays on the Deposit Bottles and/or Metal Drink Packaging items that are part of a Provisional Statement for Indirect Exports and that an Exporter purchased from the P/I directly or indirectly, which PWMC consists of the Implementation Component that is subject to a risk deduction as referred to in the above paragraph 6.
9. For each Provisional Statement Period, and based on the Provisional Statement for Indirect Exports, Statiegeld Nederland sends the Producer or Importer an invoice for the refunding of the Implementation Component. If a Producer or Importer has not submitted a Provisional Statement for Indirect Exports in time - i.e. by a time two weeks after the end of a Provisional Statement Period - then the relevant Provisional Statement for Indirect Exports can be submitted during the next Provisional Statement Period, with settlement then taking place during the following Provisional Statement Period. Statiegeld Nederland will not allow the Producers and Importers to view the Provisional Statement for Indirect Exports when the Implementation Component is being billed for.
10. Statiegeld Nederland can draw up its own specific policy for Refunds, in which it can lay down more specific conditions, including in respect of the accuracy and regularity of the Provisional Statement for Indirect Exports (and the auditing thereof), a requested Refund and/or the repayment of the Implementation Component to a Producer or Importer.

7.2 Other Crediting

11. A Producer or Importer of Deposit Bottles and/or Metal Drink Packaging items is entitled to be credited for the contributions for the Implementation Component that a Producer or Importer has demonstrably paid to Afvalfonds Verpakkingen for Deposit Bottles and/or Metal Drink Packaging items (**Other Crediting**), provided that Statiegeld Nederland has granted an application from a customer of the relevant Producer or Importer for the crediting of Deposit monies, as referred to in paragraph 12 of this sub-paragraph 7.2 of this Policy on Deposit Bottles and Deposit Cans.
12. An application for the Other Crediting of Deposit monies by a customer of a Producer or Importer must be substantiated by said Customer (in a way to be laid down by Statiegeld Nederland) by providing at least the name of the Producer or Importer with whom the Deposit Bottles and/or Metal Drink Packaging items originated, as well as photographic material and/or data from his records. Other Crediting is solely possible in the following cases (**Reasons for Other Crediting**):
 - a. sentback / returns of Deposit Bottles and/or Metal Drink Packaging items to the Producer or Importer before they reached the Consumer;
 - b. destruction of Deposit Bottles and/or Metal Drink Packaging items due to breakage, elapsed expiry date, impaired quality and/or recall, before they reached the Consumer; and,
 - c. Deposit Bottles and/or Metal Drink Packaging items destroyed during transportation due to breakage before reaching the Consumer.
13. The burden of proof for Reasons for Other Crediting as applied for by a customer lies with the relevant Producer or Importer and Customer; at the request of Statiegeld Nederland, the Customer and/or the Producer or Importer will provide additional documentary evidence.

14. Statiegeld Nederland can set its own specific policy for the Other Crediting that can include further conditions, including for the accuracy and regularity of the Provisional Statement for Other Crediting (and its auditing), a requested Other Crediting and/or repayment of the Implementation Component to a Producer or Importer.

8.0 Transportation obligations

The content of this sub-paragraph will be filled in in more detail and adopted in anticipation of the Logistics taskforce. The definitions will also be adapted to this.

9.0 Reporting and returned volumes

9.1 Reporting by Statiegeld Nederland to the Producer

1. Statiegeld Nederland will regularly report the data to the individual Producers and Importers regarding the Deposit Bottles and/or Metal Drink Packaging items that Statiegeld Nederland has received back from the Collection Points and that are part of the Provisional Statement submitted by the relevant Producer or Importer.

9.2 Right of Return

2. Producers and Importers are entitled to receive back (**Right of Return**) a particular weight of collected Deposit Bottles and/or Metal Drink Packaging items that will be determined by Statiegeld Nederland on the basis of (i) the weight of the Deposit Bottles and/or Metal Drink Packaging items submitted by the Producer or Importer to Statiegeld Nederland and (ii) the numbers of the aforementioned Deposit Bottles and/or Metal Drink Packaging items that were taken back at a Collection Point. Such a Right of Return does not necessarily relate to the Deposit Bottles and/or Metal Drink Packaging items put on the market by the Producer or Importer and does not give the Producer or Importer a direct or exclusive right to the Deposit Bottles and/or Metal Drink Packaging items that the Producer or Importer in question put on the market themselves.
3. Statiegeld Nederland can set down further provisions in its policy regarding the frequency with which and the way in which the Right of Return is implemented.
4. Statiegeld Nederland endeavours to achieve an effective and efficient collection and recycling of Deposit Bottles and agrees arrangements in this regard with the Collection Points. In this connection, Statiegeld Nederland focusses on such matters for the Right to Return as (i) the production of bales of Deposit Bottles and/or Metal Drink Packaging items (or outsourcing this), and (ii) the provision to Producers and Importers of such bales of Deposit Bottles and/or Metal Drink Packaging items, whereby on average:
 - i) such bales of Deposit Bottles comply with the following criteria:
 - a. Bale size: +/- 115 x 80 x 90 cm;
 - b. Bale weight: +/- 300 kg;
 - c. 'Transparent' means it includes a maximum of 10% light blue but is not multicoloured;
 - d. 'Multicoloured' ('bont') is accordingly every bale variant apart from transparent and light blue;
 - e. Transparent and multicoloured must be baled in separate bales;
 - f. are kept together and/or packed in the usual way, so that this is no hindrance to recycling, or at any rate not more than is usual in the market; and/or
 - ii) such bales of Metal Drink Packaging items comply with the following criteria:
 - a. Bale size: +/- 115 x 80 x 90 cm;
 - b. Bale weight: +/- 400 kg;
 - c. are kept together and/or packed in the usual way, so that there is no hindrance to recycling, or at any rate not more than is usual in the market.

5. If it turns out that the Deposit Bottles and/or Metal Drink Packaging items provided to a Producer or Importer under a Right of Return do not comply in qualitative and/or quantitative terms with the arrangements made between Statiegeld Nederland and the Collection Points then a Producer or Importer may make a written submission to Statiegeld Nederland that substantiates any alleged inadequacies. Such a notification must be made by the Producer or Importer as soon as possible and in any case no later than five working days after the Producer or Importer was able to discover any such inadequacy. After receiving such a timely notification from the Producer or Importer, Statiegeld Nederland will consult with the Producer/or Importer in order to arrive at a joint solution.
6. A Producer or Importer is solely entitled to a Right of Return if the Producer or Importer has fulfilled all the obligations from the ABBO, including those from the Waste Fund Policy and the Policy on Deposit Bottles and Deposit Cans in question and from the payment obligations set out therein.
7. Statiegeld Nederland will organise - for the account of the relevant Producer or Importer - the transportation of the Deposit Bottles and/or Metal Drink Packaging items that are part of the Right of Return, namely to one or more recyclers designated by the Producer or Importer in question.
8. If a Producer or Importer waives in whole or part his Right of Return for collected Deposit Bottles and/or Metal Drink Packaging items then Statiegeld Nederland is free to sell the Deposit Bottles and/or Metal Drink Packaging items that are included in the Right of Return for the account of the relevant Producer or Importer, selling these to a bottle-to-bottle recycler (in the case of Deposit Bottles) or remelter respectively (in the case of Metal Drink Packaging items) within the EEA. In this case, based on the share of collected Deposit Bottles and/or Metal Drink Packaging items from this Producer or Importer, the Producer or Importer is entitled to a share (to be determined by Statiegeld Nederland) in the financial proceeds of the Deposit Bottles and/or Metal Drink Packaging items sold by Statiegeld Nederland, minus a deduction for the transportation costs incurred by Statiegeld Nederland.

10.0 Objections

10.1 Objections

1. The Producer or Importer can submit an objection within four weeks regarding the Packaging Waste Management Contribution set, doing so in accordance with the procedure laid down in the Waste Fund Policy under the section Objections.

10.2 Additional levy assessment

2. The imposition of additional levy assessments by Afvalfonds Verpakkingen is permitted in the following (and other) situations:
 - a. due to a lack of (or an incomplete) Declaration for Deposit Bottles and/or Metal Drink Packaging items and/or lack of/incomplete payment of the Packaging Waste Management Contribution;
 - b. due to an adjustment of the weights of and/or numbers of Deposit Bottles and/or Metal Drink Packaging items; and
 - c. due to Refunds wrongfully received by an Exporter.
3. The imposing of an additional levy assessment may include a penalty or fine. Afvalfonds Verpakkingen can audit (or outsource this work) the accuracy of a Declaration (including for a Declaration for Deposit Bottles and/or Metal Drink Packaging items) up to five years after the date on which this Declaration was submitted and, if this audit gives reason to do so, can impose an additional levy assessment and/or penalty/fine in accordance with the ABBO.

11.0 Penalties & fines

11.1 Penalties, fines and surcharges

1. With due observance of the other provisions in this sub-paragraph 11.1, when it comes to the imposition of penalties & fines, please refer to the ABBO, Article 6 and Annex 3 - Penalties Regulation. The Penalties Regulation applies to the provisions in this Policy on Deposit Bottles and Deposit Cans. When applying the Penalties Regulation, account will be taken of the specific logistical and financial characteristics of the Deposit System, the applicable completion times and the continuity of Statiegeld Nederland's operational activities.
2. In addition to the Penalties Regulation, the following arrangement (**Regulation for late Provisional Statement**) applies but note that this is solely in respect of a Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items that a Producer or Importer submits late:
 - a. If a Producer or Importer fails to submit a Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items on time, that is to say no later than five days after the end of a Provisional Statement Period then Afvalfonds Verpakkingen can send the relevant Producer or Importer an advance invoice that is based on the previous Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items. Once the Producer or Importer in question has submitted the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items after all for the Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items that he submitted late then Afvalfonds Verpakkingen will adjust the advance invoice;
 - b. If a Producer or Importer submits a Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items late three times in a single calendar year then the relevant Producer or Importer will owe a surcharge of 0.5% (the **Surcharge**) of the Deposit Invoice amount for the third late Provisional Statement for Deposit Bottles and/or Metal Drink Packaging items (following its submission).
 - c. The amount of the Surcharge can be increased by Statiegeld Nederland by management decision if there is reason to do so.

12.0 Customised Agreements

1. Afvalfonds Verpakkingen can enter into a tailor-made agreement (**the Customised Agreement**) with a Producer or Importer at the latter's request. A Customised Agreement is designed to reduce the administrative burden for the Producer or Importer that relates to the fulfilment of his obligations under the Policy on Deposit Bottles and Deposit Cans, without this hindering the proper implementation of the ABBO, the Deposit Refund System and/or the Policy on Deposit Bottles and Deposit Cans.

12.1 Customised Agreement for the Assignment of Obligations

2. The Producer or Importer can use a Customised Agreement for the assignment of obligations (**Customised Agreement for the Assignment of Obligations**) to assign the fulfilment of his obligations under this Policy on Deposit Bottles and Deposit Cans and/or the Waste Fund Policy to a supplier or customer of the Producer or Importer for the packaging covered by the Customised Agreement for the Assignment of Obligations. A Customised Agreement does not release the Producer or Importer from his obligations under the ABBO, this Policy on Deposit Bottles and Deposit Cans or the Waste Fund Policy.
3. A Customised Agreement for the Assignment of Obligations is an agreement to which the Producer or Importer, the customer of the Producer or Importer, and Afvalfonds Verpakkingen, are parties. Afvalfonds Verpakkingen has drawn up a model Customised Agreement for the Assignment of Obligations that can be made available as a download upon application.
4. A Producer or Importer can only invoke the provisions in a Customised Agreement for the Assignment of Obligations in respect of Statiegeld Nederland and Afvalfonds Verpakkingen once Afvalfonds Verpakkingen has provided its written consent for the relevant Customised Agreement for the Assignment of Obligations. Afvalfonds Verpakkingen is entitled to attach conditions to the granting of its consent for a Customised Agreement for the Assignment of Obligations.
5. Afvalfonds Verpakkingen (AFV) is at all times entitled to withdraw its consent for a Customised Agreement for the Assignment of Obligations if AFV is of the opinion that:
 - (i) the relevant Customised Agreement for the Assignment of Obligations and/or
 - (ii) the way in which this Customised Agreement for the Assignment of Obligations is being implemented, is not leading to a proper and efficient fulfilment of the Producer or Importer's obligations under the ABBO and/or this Policy on Deposit Bottles and Deposit Cans.
6. If a Customised Agreement for the Assignment of Obligations ends then the obligation(s) assigned therein must be fulfilled by the relevant Producer or Importer themselves immediately and in full.

13.0 Final provisions

The Policy on Deposit Bottles and Deposit Cans in question only relates to the Deposit Refund System and applies alongside the Waste Fund Policy. All matters that this Policy on Deposit Bottles and Deposit Cans do not provide for are subject to the application of both the Waste Fund Policy and the applicable legislation, this including but not limited to the Packaging Decree and the ABBO.