



ORGALIME GUIDE

Guide to contractual options for
producers selling business-to-
business equipment

Contract Clauses for WEEE Obligations
(Directive 2002/96/EC on Waste Electrical
and Electronic Equipment)

ORGALIME LEGAL PUBLICATIONS

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Foreword

The European Directive 2002/96/EC on waste electrical and electronic equipment (WEEE)¹ was adopted on 27 January 2003 and entered into force when it was published in the Official Journal of the European Union on 13 February 2003. The deadline for transposition of the text in each EU Member State was 13 August 2004.

Orgalime decided to set up a task force and to publish this guide with **the objective to provide guidance and clarifications for producers in the field of business-to-business (B-2-B) contracts to respect the provisions of the WEEE Directive**. This document only concerns non-private household equipment, for which the Directive enables a contractual transfer of the obligations held by the producers. It is presumed that the reader is familiar with the terms and scope of the WEEE Directive².

According to the WEEE Directive, the producer is responsible for the management of the waste electrical and electronic equipment and shall provide for the processing, recycling or disposal of it, as well as the cost and financing of this WEEE.

¹ The following standard terms and abbreviations will be used:

- WEEE Directive or the Directive: European Directive 2002/96/EC on waste electrical and electronic equipment (WEEE) OJ L 37/24 of 13 February 2003
- WEEE: waste electrical and electronic equipment
- EEE: electrical and electronic equipment
- Equipment: as a generic term to refer to all appliances, equipment, products or goods which fall under the scope of the directive (excluding components or parts thereof).
- B-2-B: Business to Business
- B-2-C: Business to Consumer
- B-2-B WEEE: equipment used in other than private households.

² For an overview we recommend the Orgalime guide to understanding the scope of the RoHS and WEEE Directives.

The aim of the guide is to clarify the options allowed by the Directive to transfer the obligations partly or as a whole to the user and to propose a set of standard provisions for the different options. It identifies the Member States in which these options can be used.

However, this document cannot include an exhaustive list of these options and all regulations of EU Member States. The clauses proposed in this guide are only examples that need to be adapted to specific cases while taking applicable national law into consideration. It is essential to verify that you fulfil all the conditions (type of equipment, contract, date of sale etc.) to use these clauses. In case of doubt contact your national trade association. These clauses can only be used in contracts between professional users. Producers must not conclude such clauses with private users.



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