



Collectors Agreement

REGISTERED WITH UOMA NB

Make every drop count

Version of January 1st, 2014

COLLECTORS AGREEMENT:

BETWEEN:

SOCIÉTÉ DE GESTION DES HUILES USAGÉES de l'Atlantique – Atlantic USED OIL MANAGEMENT ASSOCIATION, a company constituted under Part III of the *Companies Act*, having its principal place of business at 277, Main st, 2nd floor, Fredericton, Nouveau-Brunswick, represented by Jean Duchesneau, its General Manager, duly authorized to act herein;

(hereinafter called "UOMA NB")

AND:

(print complete legal entity name)

having its principal place of business at:

(address)

herein represented by:

(print name)

(print title)

duly authorized to act herein, as he/she so declares:

(hereinafter called the "**Collector**")

PREAMBLE

WHEREAS UOMA NB has been constituted and recognized by Recycle NB to represent its Members that are subject to the Regulation and for the purposes of implementing and managing a recovery and reclamation system for designated materials within the territory of the Province of New Brunswick; in accordance with this Regulation;

WHEREAS UOMA NB has set up a process for selection and registration of the Collectors for the system it operates;

WHEREAS the Collector wishes to register with UOMA NB so that it can participate in the recovery and reclamation system within the territory of the Province of New Brunswick;

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THE PARTIES AGREE AS FOLLOWS:

1. Definitions

The following words and expressions mean or define:

- (i) **Act:** means the Clean Environment Act (O.C. 2008-180) and the regulations enacted pursuant to it;
- (ii) **Applicant** means any Collector who wants to register with UOMA NB, does whatever is necessary, and submits all documents and information required for that purpose;
- (iii) **Collection Facility** means a collection facility that accepts used oils, used glycol (antifreeze), used oil containers and used glycol (antifreeze) containers of 50 liters or less, used oil filters as well as used aerosol lubricant containers for all kinds of lubricants and used aerosol brake cleaners from people who wish to return them, which is identified as such under an approved oil and glycol stewardship plan as described in section 50.1 of the Regulation;
- (iv) **Collector** means a business registered with UOMA NB to pick up the products governed by the Regulation from Generators or Collection Facilities and deliver them to a Processor registered with UOMA NB;
- (v) **Collectors Agreement or Agreement** means this Agreement entered into between the Collector and UOMA NB;
- (vi) **Collectors and Processors Manual** means the manual supplied by UOMA NB to Collectors and Processors which describes the management system set up by UOMA NB and the details of the systems and procedures that relate to their businesses, as amended from time to time by UOMA NB;
- (vii) **Designated materials** means used oils, used oil containers with a capacity of 50 liters or less including used aerosol lubricant containers for all kinds of lubricants, used glycol (antifreeze) and its containers with a capacity of 50 liters or less, used aerosol containers for brake cleaners and used filters throughout the territory of the province of New Brunswick, in accordance with Part 5.1 of the Regulation;
- (viii) **Generators** means the users of the designated materials in the normal course of business or as private consumers;
- (ix) **Glycol (antifreeze)** means ethylene or propylene glycol used or intended for use as a vehicle or commercial engine coolant, but does not include the following: plumbing antifreeze, windshield washer antifreeze, lock de-icers and antifreeze, gasoline and diesel fuel antifreeze (glycol), as described in section 2 of the Regulation;

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- (x) **Minister** means the Minister of the Environment and Local Government;
- (xi) **Oil** means any petroleum or synthetic derived crankcase oil, engine oil and gear oil, hydraulic fluid, transmission fluid and heat transfer fluid, machinery or equipment lubricants, as described in section 2 of the Regulation;
- (xii) **Oil filters** means any spin-on style or element style fluid filters used in hydraulic systems, transmissions or internal combustion engines; oil filters, diesel fuel filters, storage tank fuel filters and household furnace oil filters, except for gasoline filters, as described in section 2 of the Regulation;
- (xiii) **Processor** means a business registered with UOMA NB to reclaim designated materials governed by the Regulation;
- (xiv) **Regulation** means the *Designated Materials Regulation, NB Reg. 2008-54 – Clean Environment Act (O.C. 2008-180)*;
- (xv) **Return Incentive** means the financial incentive disbursed by UOMA NB to Collectors registered with UOMA NB for recovery of designated materials;
- (xvi) **Used Aerosol containers** means used aerosol lubricant and brake cleaner containers;
- (xvii) **Used Glycol (antifreeze) container** means a used container with a capacity of 50 liters or less that contained glycol as described in section 50.1 of the Regulation;
- (xviii) **Used glycol (antifreeze)** means glycol which through use, storage or handling can no longer be used for its original purpose, as described in section 50.1 of the Regulation;
- (xix) **Used oil** means oil which, through use, storage or handling, can no longer be used for its original purpose, as described in section 50.1 of the Regulation;
- (xx) **Used oil container** means a used container with a capacity of 50 liters or less that contained oil as described in section 50.1 of the Regulation;
- (xxi) **Used oil filters** means oil filters which through use, storage or handling can no longer be used for their original purpose, as described in section 50.1 of the Regulation;

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2. Conditions of registration and maintenance of registration

- 2.1 Applicants must send the Registration Application Form (available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section), together with the documents required on the form and all other documents or information that UOMA NB might reasonably request.
- 2.2 All registrations end on December 31 of each year. They must therefore be renewed by January 1, as per the conditions specified on the Collector Registration Renewal Form (available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section), and all other documents or information that UOMA NB might reasonably request. The said Registration Renewals automatically renew the previously signed Collectors Agreement.
- 2.3 The Collector and its respective activities and facilities must be in compliance at all times with the applicable laws and regulations, in particular with regard to management of the designated materials and their traceability, risk management and the safety of their operations, as well as training and information for the employees and executives responsible for or the people assigned to such activities.
- 2.4 The Collector must promptly send UOMA NB a copy of any notice of infraction, investigation, complaint or other request from a government or other authority relating to any order, statement of offence, pecuniary administrative penalty or notice of non-compliance with any regulation or legislation, especially any environmental legislation or regulation governing its UOMA NB-related activities.
- 2.5 The Collector agrees not to use the UOMA logo or any other designation prescribed as such by UOMA NB in any form of communication without written authorization by UOMA NB describing the terms and conditions of such use. However, the Collector may mention that it is registered with UOMA NB. If authorized to use UOMA NB's name, the Collector undertakes to specify that it is doing so as a partner and not as an associate.

3. Obligations of the Collector

3.1.a) Used oils

- i) The Collector agrees to send UOMA NB all invoices for payment of used oil Return Incentives, with the "Used OIL Collector Return Incentive Claim Form" (available on UOMA NB's website at www.uoma-atlantic.com - in the Collectors section) and all other information or documents requested on the form.
- ii) Upon pickup from a used oil Generator entitling the Collector to Return Incentives, the Collector undertakes to use the "Recycle Docket" form (available on UOMA NB's website at www.uoma-atlantic.com - in the Collectors section) and send it

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to UOMA NB with all the information or documents requested on it.

- iii) The Collector acknowledges and agrees that it is responsible for inserting the dipstick in the tanker truck before and after each pickup to determine the volume of used oils recovered from each Generator location, and that the Generator will have to check the volume of recovered used oils and sign the Recycle Docket. **The Collector must also make sure the designated materials have been recovered for UOMA NB. If a load contains UOMA NB designated materials and materials that are not UOMA NB designated, there have to be separate measurements.**
- iv) The Collector must provide UOMA NB with an Annual Statement showing the total volume recovered, including the quantity reported to UOMA NB and the inventories at the beginning and end of the year, etc. (form available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section).

3.1.b) Used glycol (antifreeze)

- i) The Collector agrees to send to UOMA NB all invoices for payment of used glycol (antifreeze) Return Incentives, with the "Used ANTIFREEZE Collector Return Incentive Claim Form" (available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section) and all other information or documents requested on the form.
- ii) Upon pickup from a used glycol (antifreeze) Generator entitling the Collector to Return Incentives, the Collector undertakes to use the "Recycle Docket" form (available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section) and send it to UOMA NB with all the information or documents requested on the form.
- iii) The Collector agrees that it is responsible for checking with a refractometer the antifreeze concentration in the recovered product and the volume at each Generator location. The Generator must check the antifreeze concentration and the volume of used antifreeze recovered and sign the Recycle Docket. **The Collector must also make sure the designated materials have been recovered for UOMA NB. If a load contains UOMA NB designated materials and materials that are not UOMA NB designated, there have to be separate measurements.**
- iv) The Collector must provide UOMA NB with an Annual Statement showing the TOTAL volume recovered, including

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the quantities reported to UOMA NB and the inventories at the beginning and end of the year, etc. (form available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section).

3.1.c) Used filters

- i) The Collector agrees that all used filter weights are to be confirmed by scale ticket. It is understood that the Collector must use the corrected weight to justify invoices sent to UOMA NB.
- ii) The Collector agrees to send UOMA NB all invoices for payment of used filter Return Incentives, with the "Used FILTER Collector Return Incentive Claim Form" (available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section) and all other information or documents requested on the form.
- iii) Upon pickup from a used filter Generator entitling the Collector to Return Incentives, the Collector undertakes to use the "Recycle Docket" form (available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section) and send it to UOMA NB with all the information or documents requested on the form.
- iv) The Collector agrees that it is responsible for showing the number of barrels or bins containing used filters that have been recovered from each Generator location, and that the Generator will have to check the number of recovered full or partially filled barrels or bins and sign the Recycle Docket.
- v) The Collector also agrees to set up a system allowing the barrels or bins to be identified by Generator. **The Collector must also make sure the designated materials have been recovered for UOMA NB. If a load contains UOMA NB designated materials and materials that are not UOMA NB designated, there have to be separate measurements.**
- vi) The Collector must provide UOMA NB with an Annual Statement showing the total volume recovered, including the volume reported to UOMA NB and the total quantities reported by UOMA NB and the inventories at the beginning and end of the year, etc. (form available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section).

3.1.d) Used oil and glycol (antifreeze) containers (including used aerosol lubricant and brake cleaner containers)

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- i) The Collector agrees to send UOMA NB all invoices for payment of used oil and antifreeze container Return Incentives with the “Used CONTAINER Collector Return Incentive Claim Form” (available on UOMA NB’s website at www.uoma-atlantic.com – New Brunswick province – Collectors section) and all other information or documents requested on the form.
- ii) Upon pickup from a used oil and glycol (antifreeze) container Generator entitling the Collector to Return Incentives, the Collector undertakes to use the “Recycle Docket” form (available on UOMA NB’s website at www.uoma-atlantic.com – in the Collectors section) and send it with all the information or documents requested on the form.
- iii) The Collector agrees that it is responsible for justifying the weight of the used oil and glycol (antifreeze) containers recovered at each Generator location, and that the Generator will have to check the weight of the containers recovered and sign the Recycle Docket. **The Collector must also make sure the designated materials have been recovered for UOMA NB. If a load contains UOMA NB designated materials and materials that are not UOMA NB designated, there have to be separate measurements.**
- iv) The Collector must use the corrected weight to justify the claims submitted to UOMA NB.
- v) The Collector must comply with the minimum percentage of designated materials shown on the “Used Oil and Glycol (Antifreeze) Collector Return Incentive Claim Form”; otherwise it will have to reimburse UOMA NB for the excess Return Incentives received on the excess volume and pay UOMA NB the Return Incentives that UOMA NB has paid to the Processor on the same volume.
- vi) The Collector must provide UOMA NB with an Annual Statement showing the TOTAL volume recovered, including the quantities reported to UOMA NB, the total quantities reported by UOMA NB and the inventories at the beginning and end of the year, etc. (form available on UOMA NB’s website at www.uoma-atlantic.com – in the Collectors section).

Note: All provisions set out above (except for “v”) also apply to used lubricant and brake cleaner aerosols, and the “AEROSOL Collector Return Incentive Claim Form” will be used.

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4. General payment information

- 4.1 The Collector acknowledges and agrees that it may claim a Return Incentive only for designated materials recovered during the hundred (100) days preceding the date when UOMA NB receives the Collector Return Incentive Claim Form for “Used OILS” or “Used FILTERS” or “Used CONTAINERS” or “Used AEROSOLS”, as the case may be (available on UOMA NB’s website at www.uoma-atlantic.com – Collectors section). UOMA NB undertakes to disburse the Return Incentive within thirty (30) days of receipt of the Collector Return Incentive Claim Form for “Used OILS” or “Used FILTERS” or “Used CONTAINERS” or “Used AEROSOLS”, as the case may be (available on UOMA NB’s website at www.uoma-atlantic.com – Collectors section).
- 4.2 **Exception to the 100 day rule:** in special circumstances that prevent the submission of Return Incentive claims within one hundred (100) days (the “Statutory Period”), Collectors **may request an extension** to the Statutory Period, and **in order to do so** must submit a formal request for an extension **within the 100-day period**, and provide a written explanation as to why the Return Incentive Claim cannot be made within the specified 100-day deadline. UOMA NB must study the extension request promptly. If UOMA NB agrees to grant the extension, the Collector must first provide an interim report of its collections within the Statutory Period, without the bill of lading from the Processor (no Return Incentives will therefore be paid), and second, provide the complementary report within eighty (**80**) days of the end of the Statutory Period, together with the bill of lading covering the interim report and complementary report, so that the Return Incentives can be paid in full.

5. Obligations of UOMA NB

- 5.1 UOMA NB undertakes to pay the Collector the Return Incentives corresponding to the quantity of designated materials returned acceptably for reuse or reclamation, based on the amounts set out in Appendix I of this Agreement, according to the zones created by UOMA NB and described in Appendix II of this Agreement. Each zone includes different incentive levels; one for each product (used oils, used glycols (antifreeze), containers, filters and aerosols, etc.). UOMA NB, in its sole discretion, reserves the right to amend, add to or eliminate incentives and modify the zones described in Appendix II of this Agreement.
- 5.2 Except as stipulated herein, UOMA NB undertakes not to disclose any confidential document or information received from the Collector, in compliance with the *Right to Information and Protection of Privacy Act*, (SNB 2009, c R-10.6). However, UOMA NB may transmit any document or information to Recycle NB – including the information included in its annual report and its stewardship plan – or to the Minister or to any authorized person at the Department of Environment and Local Government, or when such transmission is required by law or by any judicial or quasi-judicial authority.

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- 5.3 UOMA NB will send the Collector ninety (90) days' written notice of any amendment to Appendix I or Appendix II about Return Incentives or zones, unless such amendments clearly benefit the Collectors.

6. Term of the Agreement

- 6.1 This Agreement has a term of one (1) year as of the date it is signed by UOMA NB or until the Collector registration renewal date on or before January 1 after the Agreement is signed.
- 6.2 In the event that the Collector gives UOMA NB written notice of its intention to terminate this Agreement, it shall be deemed cancelled within 60 days of the date of receipt of the notice from the Collector. Upon receipt of the notice, UOMA NB may request a verification of the Collector's books and records.
- 6.3 The Collector hereby acknowledges and agrees that UOMA NB may suspend or revoke the Collector's registration if the Collector contravenes the law or the applicable regulations or the instruments set out below in subsection 7.3 and in this Agreement, or upon any false, misleading or inaccurate representation made, in particular in the application for registration or in a claim form for payment of the Return Incentives by UOMA NB. The Collector also acknowledges and agrees that UOMA NB may suspend or revoke the Collector's registration certificate if (a) the Collector retires from business, (b) the Collector requests revocation of its registration certificate with UOMA NB, (c) the Collector becomes bankrupt or insolvent, or (d) there are significant or repeated breaches of the Collector's obligations under the terms hereof or those outlined in the Collectors and Processors Manual.
- 6.4 The Collector agrees to surrender its registration certificate promptly to UOMA NB if the Collector's registration is revoked or suspended. The Collector agrees not to participate in UOMA NB's programs or carry on a business under the banner of such programs if it is not registered or if its registration is suspended or revoked.

7. General conditions

- 7.1 The Collector hereby confirms that all information submitted to UOMA NB is true and accurate, and undertakes to send UOMA NB any amendment thereto promptly or upon renewal of its Agreement. The Collector also undertakes that any document or information to be transmitted to UOMA NB in the future will be in compliance and accurate.
- 7.2 The Collector agrees to indemnify and hold harmless UOMA NB, its officers, employees and its agents or mandataries against all liability of any nature whatsoever relating to its operations, costs, expenses, claims and suits, including judicial and extra-judicial fees, as well as reasonable attorney fees and other expenses, that may result from any false, misleading or inaccurate statement provided by the Collector.

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- 7.3 The Collector acknowledges UOMA NB's authority to adopt, amend or withdraw regulations, programs, policies and procedures, and agrees to be bound by this Agreement, by the Collectors and Processors Manual, and by UOMA NB's bylaws, programs, policies and procedures and honor the obligations contained therein.
- 7.4 Without restricting the obligations set out in Section 8 hereof, the Collector agrees to provide any particulars, certificate of insurance, document, receipt, registration or other information required for the purposes of its registration or a claim for Return Incentives that UOMA NB may reasonably request.
- 7.5 The Collector agrees that UOMA NB will create and maintain an up-to-date database of Collectors registered with UOMA NB, which may be consulted by Recycle New Brunswick, and the information it contains may be transmitted to the Minister and published in the New Brunswick *Royal Gazette*, in accordance with the Act.
- 7.6 In the event that a registration is granted and/or a payment is made by UOMA NB and the information provided by the Collector is false, misleading or inaccurate, it is understood that such registration or payment was made without right or in error. Any such registration will therefore be null and void and any such payment must be promptly reimbursed to UOMA NB upon discovery of the misstatement or error.
- 7.7 UOMA NB has the right, in its sole discretion, to withhold any payment or registration application until it completes its verification or obtains information it deems sufficient from the Collector.

8. Independent auditor: compliance review

- 8.1 The Collector acknowledges and agrees to keep for at least 6 years complete, accurate and up-to-date books and records of all its operations and information required under the terms herein and the Regulation with regard to the recovered materials and the Return Incentives.
- 8.2 The Collector acknowledges and agrees that, in order to meet the requirements of the Regulation and this Agreement in relation to the compliance review, UOMA NB, Recycle NB, their auditors, inspectors or other duly authorized representatives shall have full access during normal business hours to the Collector's place of business and books and records, or to the place where the Collectors' books and records are kept, and to any other document or information required in order to complete the compliance reviews required by the Regulation, and have the right to take a copy of those documents at the Collector's expense throughout the term of this Agreement and for a period of six (6) years following the termination or cancellation of this Agreement or any renewal thereof, as the case may be. Accordingly, the Collector agrees to keep all its books and records and all other documents required for the purposes hereof in the same province in which it registered with UOMA NB.

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- 8.3 Such compliance reviews are to be conducted at UOMA NB's expense, unless considerable errors (over 10%) in any amount paid and/or any data supplied by the Collector are discovered following the compliance review, in which case the Collector must immediately disburse the following amounts to UOMA NB, together with all applicable taxes:
- a) the amount of the incentives overpaid;
 - b) the compliance review expenses; and
 - c) administrative expenses over and above the compliance review expenses, as the case may be, equal to 20% of the overpaid incentive amounts.

9. Final provisions

- 9.1 The Parties hereto and their respective successors, heirs and legatees, assigns, and other legal representatives and their beneficiaries agree to be bound by the provisions hereof and those of the Collectors and Processors Manual, and to honor the obligations incumbent upon them.
- 9.2 The Collector may in no way assign, encumber, alienate or subcontract, in whole or in part, the rights and obligations resulting from this Agreement for a purpose not specifically stipulated in the Agreement, without the prior written consent of UOMA NB. In the event of any full or partial assignment of its business, the Collector will remain liable for the obligations incumbent upon it under the terms of this Agreement, jointly and severally with any assignee, even in the event of bankruptcy or insolvency of the assignee. All documents transmitted by the Collector to UOMA NB will be submitted for information, review and verification purposes.
- 9.3 All of the rights described herein are cumulative and not alternative. The Collector cannot be released from its obligations under the terms of this Agreement by the fact that UOMA NB remains silent or delays the exercise of a right or recourse granted to it under this Agreement; such silence or delay is never to be interpreted against UOMA NB as an exemption or waiver of the full exercise of its rights and recourses, provided the legal limitation period for the exercise of such rights or recourses has not expired.
- 9.4 The preamble, the Collectors and Processors Manual and any document appended to this Agreement and any form to be completed (available on UOMA NB's website at www.uoma-atlantic.com – in the Collectors section) form an integral part hereof.
- 9.5 Any contested claim arising from the enforcement of this Agreement, any dispute with regard to its performance, including its cancellation or revocation, and any dispute arising from a problem of interpretation of this Agreement shall be submitted to arbitration, to the exclusion of the law courts.

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- 9.6 The Parties hereto agree that the provisions of the *Arbitration Act*, LN-B 1992, c A-10.1 (the « Act ») currently in effect will govern any arbitration held hereunder. The parties agree that the said arbitration is to be held in the New Brunswick province City of Moncton or Fredericton before one arbitrator who will be chosen jointly by the parties within 10 days of the claim, failing which the arbitrator is to be appointed by a judge, on motion of one of the parties, pursuant to the provisions of the *Act*.
- 9.7 Any notice required under this Agreement will be sufficient if it is in writing and sent by a method of communication which allows the sending party to prove that the said notice was actually delivered to the addressee party at the address indicated at the beginning of the Agreement or at any other address that the latter may make known in accordance with this section.
- 9.8 This Agreement may be amended in whole or in part, only on UOMA NB's initiative. Subject to the Collector's right to terminate this Agreement, any amendment thus made will take effect only on the date stipulated in the written notice communicated to the Collectors in accordance with this Agreement.
- 9.9 The Agreement and its interpretation, performance, application, validity and effects are subject to the applicable laws in effect in the Province of New Brunswick and in Canada, which govern all of the provisions it contains in whole or in part.
- 9.10 Any provision of this Agreement not in compliance with the legislation shall be deemed to have no effect to the extent that it is prohibited by any law. The same applies for all clauses subordinated or related to such provision, to the extent that their applicability depends on the said provision.

THE COLLECTOR:

SOCIÉTÉ DE GESTION DES HUILES USAGÉES de l'Atlantique – Atlantic USED OIL MANAGEMENT ASSOCIATION (UOMA NB):

 (print company name)

Signature: _____

 (print signatory's name)

 (signatory's title)

Date: _____

Signature: _____

 Jean Duchesneau

 Directeur général

Date: _____

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ANNEXE I

Collectors Return Incentives

Rates as of January 1st 2014 *

ZONE	USED OIL (\$/litre)	USED ANTIFREEZE (45-55) (\$/litre)	USED FILTERS (\$/kg)	USED OIL AND USED ANTIFREEZE CONTAINERS (\$/kg)	AEROSOLS (\$/kg)
1	0.03	0.35	0.80	2.10	3.65
2	0.10	0.45	1.00	2.25	3.95
3	0.10	0.45	1.00	2.25	3.95
4	0.06	0.40	0.90	2.50	3.80
5	0.10	0.45	1.00	2.25	3.95
6	0.10	0.45	1.00	2.25	3.95

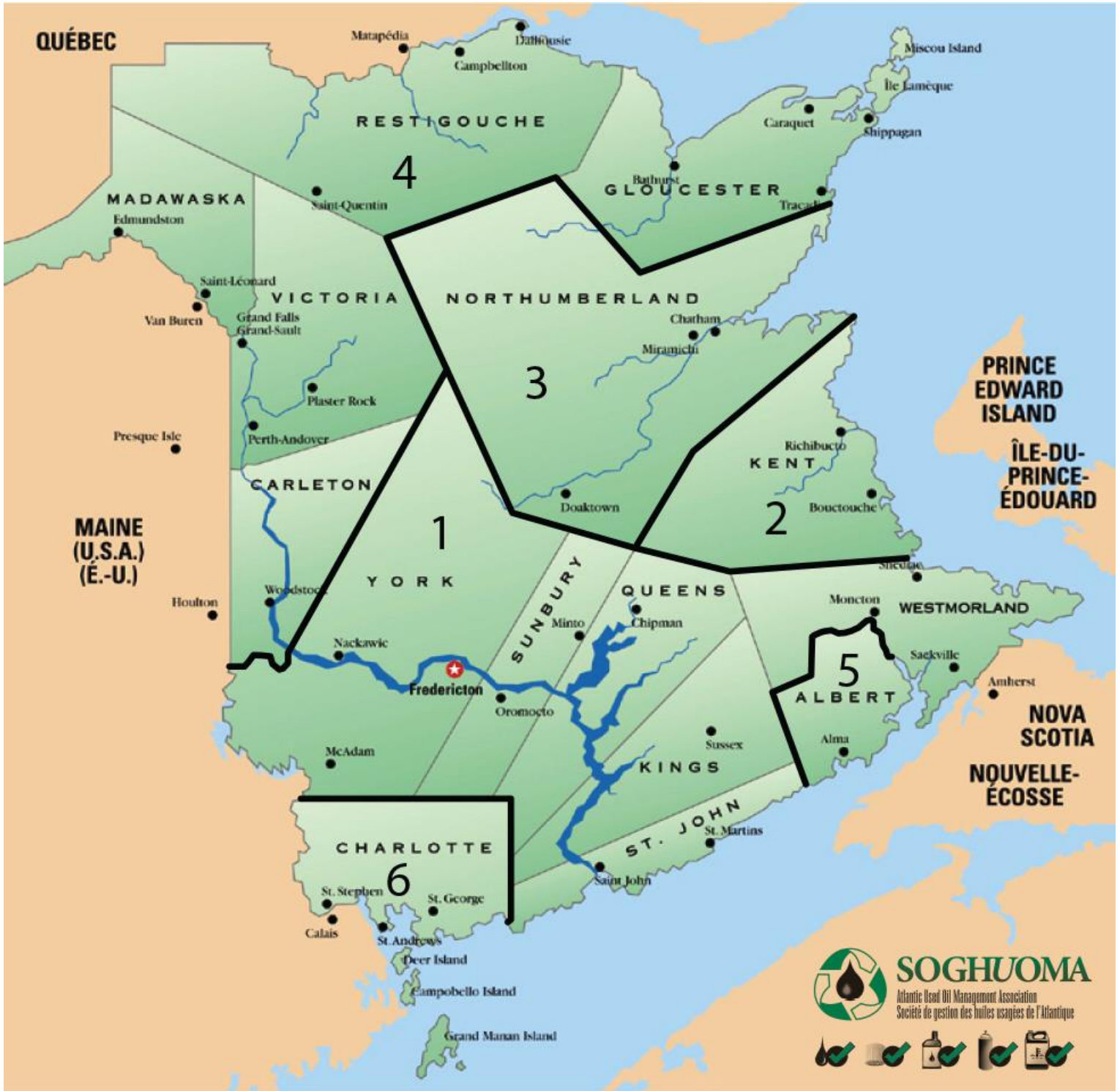
NOTE : For information concerning RI rates for Internal Collectors Processors, please contact UOMA NB.

* Subject to the terms of Article 5.1 of the Agreement

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ANNEXE II



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ANNEXE II (Suite)

Here is a brief geographical description of the six incentive zones established on the natural counties of New Brunswick with partnership of Collectors.

Zone #1 <ul style="list-style-type: none">• Kings County• Queens County• St-John County• Sunbury County• Westmorland County• York County	Zone #4 <ul style="list-style-type: none">• Carleton County• Gloucester County• Madawaska County• Restigouche County• Victoria County
Zone #2 <ul style="list-style-type: none">• Kent County	Zone #5 <ul style="list-style-type: none">• Albert County
Zone #3 <ul style="list-style-type: none">• Northumberland County	Zone #6 <ul style="list-style-type: none">• Charlotte County

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