Government of Northwest Territories

Alberta recycling MANAGEMENT AUTHORITY

Registered Distributor Update – Pay on Purchase (POP)

BUSINESS INFORMATION

Legal Business Name:

Operating As (if different from legal business name):

Billing Address:

City: **Province:** **Postal Code:** **Country:**

Physical Address (if different from billing address):

City: **Province:** **Postal Code:** **Country:**

Phone Number: **Website:**

CONTACT INFORMATION

Account Admin (Please provide the contact information for the primary individual that is responsible for the account)

Name: **Title/Position:**

Email Address (required): **Phone Number:**

Reporting Contact (If different, please provide the contact information for the primary individual responsible for reporting)

Name: **Title/Position:**

Email Address: **Phone Number:**

SUPPLIER LIST

WHO DO YOU GET YOUR ELECTRONICS FROM? Please provide the list of suppliers you obtain your eligible electronics inventory from. Including any companies located outside the NWT (use additional paper if you need more room).

Please provide a full list. Note: we cannot accept a statement that there have been no changes.

Company Name: **Contact Name:** **Address (including city, province, postal code):** **Phone Number & Email:**

REQUIRED INFORMATION

Do you have any special arrangements with your suppliers (e.g., do you have electronics shipped to a location other than your business address)? (If yes, please provide an explanation. Use additional paper if required). Yes ☐ No ☐

We charge our POP / Non- registered customer(s) / end user(s) the environmental fees. Yes ☐ No ☐

AUTHORIZATION

The Distributor certifies that the information provided on this update is complete and true; acknowledges having read the terms and conditions of registration below and hereby agrees to be bound by them.

Authorized Signature:	Print Name:	Date:

SUBMISSION INFORMATION

If this form has been filled out electronically, there are two options to sign and complete it:

1. **Electronic Signature**
   If you would like to provide an electronic signature, please read the consumer disclosure information linked below. By proceeding forward and signing this document, you are agreeing that you have reviewed the consumer disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents.
   - CONSUMER DISCLOSURE INFORMATION

   Click the Signature field to sign this application and save as a PDF. Email the application to Alberta Recycling as an email attachment.

2. **Physical Signature**
   If you would like to provide a physical signature, please print the filled-out form and sign in the signature field. The application may be submitted by scanning it and emailing a copy to the address below.

Email: nwtelectronics@albertarecycling.ca

DISTRIBUTOR REGISTRATION TERMS AND CONDITIONS

In consideration of Alberta Recycling Management Authority ("ARMA"), on behalf of the Government of the Northwest Territories ("GNWT") and the NWT Electronics Recycling Program, registering the applicant identified on this Registration Application (hereinafter, the "Distributor") as a distributor in accordance with the *Electronics Recycling Regulations* ("the Regulations") under the NWT *Waste Reduction and Recovery Act* ("the Act"), and in consideration of the Distributor's agreement to carry out its duties set out in the Regulations, and in consideration of the covenants contained herein and other good and valuable consideration, the Distributor hereby acknowledges and agrees as follows:

1. The Distributor represents and warrants that all information provided in this application, and in all documents required by virtue of the Distributor's registration, or by virtue of the requirements of law, are true and accurate;
2. The Distributor agrees to indemnify and hold ARMA and the GNWT, the Ministers, officers, employees, servants and agents of both ARMA and GNWT harmless from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Distributer in its performance of its duties as set out in the Act or Regulations, or that may arise as a result of any untrue or inaccurate statement or information provided by the Distributor;
3. For all supplies of electronics for which the GNWT has prescribed an environmental fee pursuant to the Regulations, the Distributor shall remit the fees to ARMA for GNWT. The Distributor shall account to ARMA for all environmental fees that must be remitted, and shall remit the fees to ARMA in the form and manner and at the times required;
4. A Distributor registration expires five years after the date of the registration or such earlier date as may be specified by the GNWT, and may be renewed in accordance with the Regulations;
5. All environmental fees that the Distributor is obligated to remit are held in trust for the GNWT;
6. The Distributor shall complete and file with ARMA as required, a report in respect of a reporting period not later than 30 days after the end of the reporting period, and shall remit to ARMA with the report all environmental fees owing with respect to the supplies of electronics made by the Distributor in or into the Northwest Territories during the reporting period. Reporting periods are a calendar month unless a less frequent period is established by the GNWT in accordance with subsection 30(3) of the Regulations;
7. Where a Distributor has collected the environmental fees that have been paid in mistake, the Distributor shall hold the payment in trust for the sole and exclusive benefit of the GNWT. Such payments collected by a Distributor in mistake shall be forthwith paid to ARMA immediately upon discovery of the error;
8. ARMA, on behalf of the GNWT, has the right to withhold any registration of application until sufficient verification or information has been provided by the Distributor in relation to any matter reasonably requested to be verified;

9. It is a condition of the Distributor Registration that the Distributor shall pay all outstanding environmental fees for electronics distributed or sold in the Northwest Territories from the date on which section 17 of the Regulations comes into force (February 1, 2016 - "the coming into force date"). GNWT reserves the right to recover any such fees and interest owing in respect of such fees as calculated from the coming into force date, through: (i) an administrative process or processes established by ARMA; and (ii) an action in debt.
10. All outstanding environmental fees and any interest owing in respect of it are recoverable by GNWT in an action in debt;
11. The Distributor shall:
    a. keep records that may relate to or support the Distributor's transactions in electronics and make them available for inspection in accordance with the Act and the Regulations; and
    b. provide to ARMA upon request all such information that may relate to or support the Distributor's transaction in electronics;
12. GNWT may from time to time require, and the Distributor shall pay, interest on outstanding environmental fees at the rate per annum established by the GNWT from time to time, from the date the unpaid amount is due until it is paid;
13. The GNWT may cancel or suspend the Distributor's registration if:
    a. the registration was issued in reliance on a false or misleading representation, or was issued contrary to the Regulations,
    b. the Distributor was not eligible to be registered when the registration was issued or has become ineligible to be registered;
    c. the registration was made in error;
    d. the Distributor has failed to comply with the Act or the Regulations or a term or condition of its registration;
    e. the suspension or cancellation is in the public interest; or
    f. the Distributor has ceased to carry on business and/or has applied to surrender its registration.
14. As per section 15(1) of the Regulations, prior to amending, suspending, or cancelling a registration, the GNWT or ARMA on its behalf shall send a written notice to a Distributor and invite a Distributor to respond within 30 days.
15. The Distributor agrees to surrender the Distributor's certificate of registration to the GNWT, or ARMA on its behalf, if the Distributor registration is cancelled or suspended. The Distributor understands that it may not carry on business as a Distributor of electronics in the Northwest Territories unless the Distributor is registered and the Distributor's registration is not under suspension. The Distributor understands that failure to maintain a registration where it is required is an offence under the Act and Regulations and subject to a fine up to $50,000 or to imprisonment for a term not exceeding six months, or both;
16. The Distributor acknowledges that it may have a right of defense or limitation of claim under limitation of actions legislation, and specifically waives any rights or benefits it may have under any such legislation in the event that GNWT has a claim for unpaid environmental fees;
17. GNWT and ARMA reserve all rights and remedies provided to them under law that may be in addition to any terms contained herein;
18. All information, including documents, submitted to the GNWT, or to ARMA on behalf of the GNWT, are considered to be in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the NWT *Access to Information and Protection of Privacy Act,* specifically section 24 of the Act, which prohibits the disclosure of information that would reveal trade secrets and commercial information of a third party.