Registered Electronics Remitter Update Form

BUSINESS INFORMATION

Legal Business Name:
Has there been a change in legal name? *Yes ◯ No ◯
*If yes, what is the new legal name:
Operating As (if different from legal business name):

Billing Address:
City: Province: Postal Code: Country:
Phone Number: Website:
Physical Address (if different from billing address):
City: Province: Postal Code: Country:

ACCOUNT ADMIN - Please provide information for the primary individual responsible for the account

Name:
Email Address: Phone Number

SUPPLIER & CUSTOMER LIST

1. I verify that I have logged into my ARMA Connect account and the list of **suppliers** of eligible material is complete and correct as of the date of signature below* or; YES ◯ N/A ◯
2. My business is a manufacturer of eligible material. YES ◯ NO ◯
3. I verify that I have logged into my ARMA Connect account and the list of **customers** that we supply eligible material to for the purpose of resale is complete and correct as of the date of signature below* and/or; YES ◯ N/A ◯
4. I supply end users with eligible material. YES ◯ NO ◯

** Please see instructions on pages 4-5 for a guide on how to add and edit your supplier list through the online portal. If for any reason you are unable to review and update your supplier list online, please attach a full list of your suppliers of eligible material when returning the update form to Alberta Recycling Management Authority (ARMA). Include the company name, contact name, address and phone and/or email address of each supplier.*

REQUIRED INFORMATION

We charge our Payment on Purchase (POP) / Non-registered customer(s) / End User(s) the Environmental Fees? YES ◯ NO ◯

AUTHORIZATION

Signature:	Date:
Print Name:	Title/Position:

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 to email Alberta Recycling.

Email: electronics@albertarecycling.ca

SUPPLIER TERMS AND CONDITIONS

In consideration of Electronics Recycling Alberta, a Program of the Alberta Recycling Management Authority ("ARMA") registering the applicant identified on the Supplier Registration Application (hereinafter, the "Supplier") as a supplier under the Designated Material Recycling and Management Regulation (AR 93/2004) and in consideration of the Supplier's agreement to carry out its duties set out in the Environmental Protection and Enhancement Act, any regulations made under the Act (the "Regulations") and any bylaws made by ARMA (the "Bylaws"), and in consideration of the covenants contained herein and other good and valuable consideration, the Supplier hereby acknowledges and agrees as follows:

1. The Supplier represents and warrants that all information provided to ARMA in this application, and in all documents required by virtue of the Supplier's registration with ARMA, or by virtue of the requirements of law, are true and accurate;
2. The Supplier agrees to indemnify and hold ARMA, its employees and agents, 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 Supplier in its performance of its duties as set out in the Regulations or Bylaws, or that may arise as a result of any untrue or inaccurate statement or information provided by the Supplier;
3. ARMA has authority to make bylaws, policies and procedures and the Supplier agrees to be bound by any bylaws, policies and procedures applicable to it and made by ARMA;
4. For all supplies of eligible electronics for which ARMA has prescribed an environmental fee, the Supplier shall remit the prescribed fee to ARMA or to the person designated by ARMA unless the supply is of a kind that is exempt in the Bylaws. The Supplier shall account to ARMA for all environmental fees that must be remitted, and shall remit the fee to ARMA or to the person designated by ARMA in the form and manner and at the times required;
5. All environmental fees that the Supplier is obligated to remit are held in trust for ARMA;
6. The Supplier shall complete and file with ARMA as required, an environmental fee report in respect of a reporting period not later than 30 days after the end of the reporting period, and shall remit to ARMA all environmental fees owing with respect to the program eligible products made by the Supplier in or into Alberta during the reporting period. The reporting period, unless ARMA otherwise directs, is a calendar month;
7. Any registration granted, or any payment made by or to ARMA, where there has been false or misleading information provided by the Supplier shall be considered to have been granted or paid in mistake. Any such registration is void and any such payment is held in trust by the Supplier for the sole and exclusive benefit of ARMA. Such payments shall be made forthwith to ARMA upon the discovery of the error;

8. ARMA has the right to withhold any registration of application until sufficient verification or information has been provided by the Supplier in relation to any matter reasonably requested to be verified by ARMA;
9. All outstanding environmental fees and any interest owing in respect of it are recoverable by ARMA in an action in debt;
10. The Supplier shall:
    a. keep records that may relate to or support the Supplier's transactions in program eligible products and make them available for inspection by ARMA at all reasonable times; and
    b. provide to ARMA upon request all such information that may relate to or support the Supplier's transaction in program eligible products;
    c. be subject to compliance reviews to the extent necessary to verify the Supplier is meeting its obligations under the Act and Regulations and remitting environmental fees accurately to ARMA;
11. ARMA may from time to time require, and the Supplier shall pay, interest on outstanding environmental fee submission(s) at the rate per annum established by ARMA from time to time, from the date the unpaid amount is due until it is paid;
12. Where the Supplier fails to remit any or all environmental fees with respect to a reporting period, ARMA may assess the fees in an amount equal to the amount of the environmental fees that the Supplier failed to remit. Where ARMA makes an assessment, the Supplier shall remit the amount of the assessment, or, where an environmental fee report has been filed and a remittance made, the amount, if any by which the amount of the assessment exceeds the amount remitted. The remittance is due and payable from the time the Supplier receives notice of the assessment;
13. Failure by a Supplier to report and/or remit environmental fees, assessed amounts or other charges on the Supplier's account to ARMA may result in ARMA exercising remedies relating to collection, which may include referring the file to ARMA's partner collection agency and/or reporting outstanding amounts to credit bureau agencies. This could impact the Supplier's credit rating;
14. For the purpose of notices and assessments, the address provided by the Supplier on the Registration Application shall be the address at which ARMA may send all notices to the Supplier;
15. The Supplier acknowledges it may have a right of defence or limitation of claim under the Limitations Act or similar legislation, and specifically waives any rights or benefits it may have under that act in the event ARMA has a claim for unpaid environmental fees;
16. ARMA may cancel or suspend the Supplier's registration if the Supplier:
    a. fails to remit to ARMA or to the person designated by ARMA all environmental fees the Supplier is required to remit;
    b. ceases to carry on business;
    c. applies to surrender the Supplier's registration to ARMA;
    d. contravenes the Act, the Regulations or the Bylaws; or
    e. provides inadequate, false or misleading information or representation in any application or environmental fee report;
17. The Supplier agrees to surrender the Supplier's certificate of registration to ARMA if the Supplier registration is cancelled or suspended. The Supplier understands that it may not carry on business as a supplier of program eligible products unless the Supplier is registered and the Supplier's registration is not under suspension. The Supplier understands that failure to maintain a registration where it is required is an offence under the Designation Material Recycling and Management Regulation, and subject to a fine up to $50,000 for an individual and $500,000 for a corporation;
18. All information and documents submitted to ARMA will be in the custody of ARMA and therefore subject to the access and privacy provisions of the Freedom of Information and Protection of Privacy Act, RSA 2000, c.F-25;
19. Unless otherwise required or authorized by law, ARMA shall not disclose to a third-party personal information supplied by the Supplier where, as determined by ARMA, such disclosure would constitute an unreasonable invasion of personal privacy in accordance with s.17 of the Freedom of Information and Protection of Privacy Act;
20. ARMA reserves all rights and remedies provided to it under law that may be in addition to any terms contained herein.

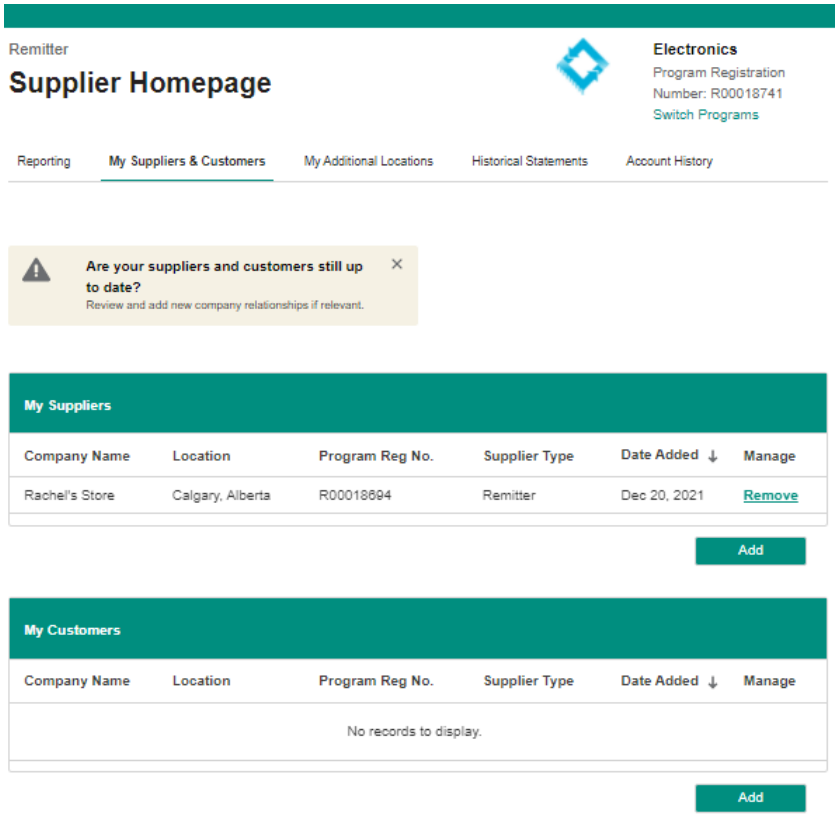
UPDATING YOUR SUPPLIER & CUSTOMER INFORMATION

As a registered Supplier it is your responsibility to keep your supplier and customer information up to date.

Suppliers – List all suppliers from whom you purchase program eligible material.

Customers – List all Alberta-based re-seller customers. These are customers who purchase program eligible material from you for the purpose of re-selling.

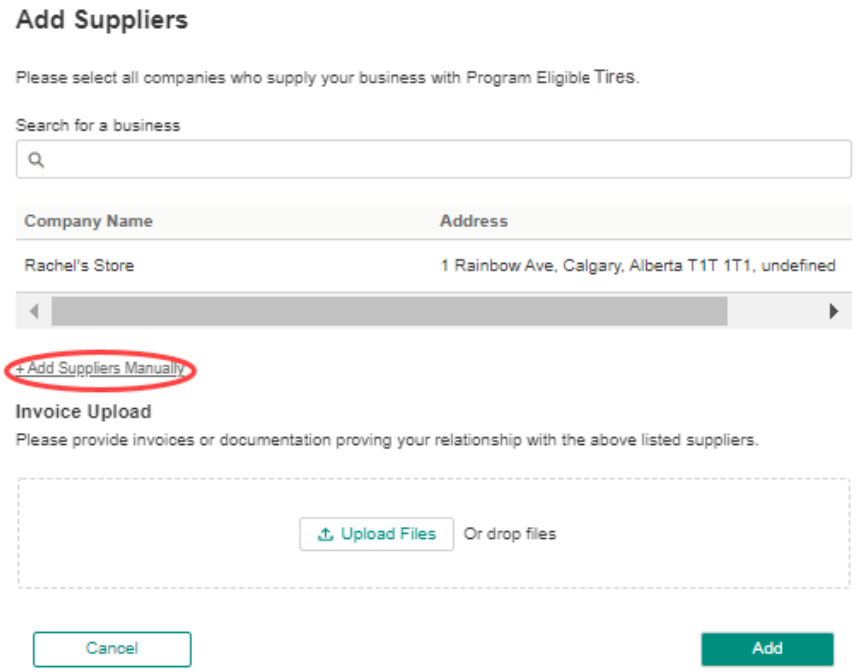
a) Select the "My Suppliers & Customers" tab at the top of the Homepage
b) Select "Add" above the supplier or customer section.



c) Enter the business name in 'Search for a Business'. When you locate the correct business, click on it to select it. You can repeat this step to add as many suppliers or customers as you need to.

d) If a business name does not show up in the search you will need to add it manually by selecting "Add Supplier Manually" and entering the required information and clicking "Add Supplier". You will also have the option to upload documents that prove your relationships with your suppliers and customers e.g., invoices showing that you pay the fees directly to your suppliers.

e) When you have finished adding all your suppliers or customers, select "Add" and your suppliers/customers will now show up on your main list.



f) If there are any suppliers or customers that you no longer purchase from/sell to, you can select "remove" to eliminate them from your list.