**Power of attorney**

**‘Waste management contribution for the recycling of mattresses’**

**The undersigned:**

[name of the principal/importer], established and doing business at [address] [number], [postcode] [town/city], (hereinafter referred to as “Principal”) - represented by … [position/title]

**Whereas:**

* The ‘Agreement on the waste management contribution for the recycling of mattresses’ applies to the principal from 1 January 2022 to 31 October 2026: (enclosure: ‘agreement on the waste management contribution for mattresses’ published in the Government Gazette no. 49806 of 17 December 2021 (<https://mrn.nl/app/uploads/2021/12/AVV-Overeenkomst-Matrassen.pdf>);
* The principal is regarded as an importer of mattresses within the meaning of the above agreement;
* The principal is obliged to declare the numbers of mattresses that are marketed in the Netherlands by the principal;
* The principal imports the mattresses and is supplied by …………..

**Hereby authorises:**

[Producer/authorised representative], established and doing business at [address] [number], [postcode] [town/city] (country), (hereinafter referred to as “Authorised Representative”) - represented by … [position/title]

**In order to:**

perform all legal acts arising from the ‘Agreement on the waste management contribution for the recycling of mattresses’ on behalf of the Principal.

**Taking the following into account:**

1. The Principal mandates the Authorised Representative, who also accepts this assignment, from 1 January 2022 and until the revocation of this mandate or as long as that Authorised Representative is a party to the Cooperation Covenant ‘Waste management contribution for the recycling of mattresses ………….’ or until this Cooperation Agreement ends:
2. to notify Stichting MRN in arrears every quarter of the number of mattresses sold by the Authorised Representative to the Principal in the past quarter and which are marketed in the Netherlands by the Principal;
3. to make the payment, in the name and for the account of the Principal, for the Waste Management Contribution relating to these numbers, to Stichting MRN;

2. The Principal and the Authorised Representative undertake to hand over one copy of this power of attorney to the MRN Foundation when stating the numbers of mattresses.

3. This power of attorney does not affect the fact that the Principal is primarily responsible for complying with the obligations under the ‘Agreement on the waste management contribution for the recycling of mattresses’ and for stating the numbers of mattresses it does not purchase and receive from the Authorised Representative, markets in the Netherlands or produces.

4. This agreement incepts on “date”.

5. Either party may terminate this agreement in writing with due observance of a notice period of 3 months before the end of any calendar year.

 In the event of such termination, each party will remain fully and unconditionally obliged to perform and continue to perform all of its obligations arising under this power of attorney in a timely manner and in full with respect to the full calendar year in which the power of attorney is terminated.

 Disputes with regard to this power of attorney will be settled by a Dutch court under Dutch law.

**Signed in [location of signing] on [date of signing].**

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name of principal

Name of authorised representative

Enclosure(s)

* Decision Generally Binding Statement: ‘Agreement on the waste management contribution for the recycling of mattresses’ from 1 January 2022 to 31 October 2026. (<https://mrn.nl/app/uploads/2021/12/AVV-Overeenkomst-Matrassen.pdf>)