



Atlantic Used Oil
Management Association

Processors Agreement

for the province of New Brunswick

Version of January 16, 2026 – Including the Appendix I of January 1, 2026

PROCESSORS 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 644 Main Street # 601
Moncton, Nouveau-Brunswick, represented by

_____,
(print name)

_____,
(print title)
duly authorized to act herein;

(hereinafter called “Atlantic UOMA”)

AND:

(printedf complete legal entity name)

having its principal place of business at:

(address)

herein represented by:

(printedf name)

(printedf title)

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

(hereinafter called the “Processor”)

PREAMBLE

WHEREAS Atlantic UOMA 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 Atlantic UOMA has set up a process for selection and registration of the Processors who will reclaim designated materials in accordance with the Regulation;

WHEREAS the Processor wishes to register with Atlantic UOMA so that it can participate in the reclamation system for designated materials within the territory of the province of New Brunswick in accordance with the Regulation.

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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 and the regulations enacted pursuant to it;
- (ii) **Aerosol containers** means aerosol lubricant and automotive parts cleaner containers;
- (iii) **Applicant** means any Processor who wants to register with Atlantic UOMA, does whatever is necessary, and submits all documents and information required for that purpose;
- (iv) **Collection Facility** means a collection facility that accepts used oils, used glycol (antifreeze), used oil, glycol (antifreeze) and diesel exhaust fluid containers of 50 liters or less, used oil filters as well as used aerosol containers for all kinds of lubricants and automotive parts cleaners from people who wish to return them, which is identified as such under an approved oil and glycol stewardship plan as described in the Regulation;
- (v) **Collector** means a business registered with Atlantic UOMA to pick up the products governed by the Regulation from Generators or Collection Facilities and deliver them to a Processor registered with Atlantic UOMA;
- (vi) **Collectors and Processors Manual** means the manual supplied by Atlantic UOMA to Collectors and Processors which describes the management system set up by Atlantic UOMA and the details of the systems and procedures that relate to their businesses, as amended from time to time by Atlantic UOMA;
- (vii) **Designated materials** means used oils, used oil containers with a capacity of 250 liters or less including used aerosol containers for all kinds of lubricants, used glycol (antifreeze) and its containers with a capacity of 250 liters or less, used diesel exhaust fluid containers with a capacity of 250 liters or less, used aerosol containers for automotive parts cleaners and used filters throughout the territory of the province of New Brunswick, in accordance with the Regulation;
- (viii) **Diesel exhaust fluid containers** means a container with a capacity of 250 liters or less that contained diesel exhaust fluid as described in the Regulation;
- (ix) **Generators** means the users of the designated materials in the normal course of business or as a private consumer;
- (x) **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 the Regulation;
- (xi) **Glycol (antifreeze) container** means a container with a capacity of 250 liters or less that contained glycol as described the Regulation;

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- (xii) **Minister** means the Minister of the Environment and Local Government;
- (xiii) **Oil** means any petroleum or synthetic derived crankcase oil, engine oil and gear oil, electrical insulating oil, hydraulic fluid, transmission fluid and heat transfer fluid, machinery or equipment lubricants, as described in the Regulation;
- (xiv) **Oil container**: means a container with a capacity of 250 liters or less designed to contain oil as described in the Regulation;
- (xv) **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 the Regulation;
- (xvi) **Processor** means a business registered with Atlantic UOMA to reclaim designated materials governed by the Regulation;
- (xvii) **Processors Agreement or Agreement** means this Agreement entered into between the Processor and Atlantic UOMA;
- (xviii) **Reclamation** means an activity for reuse, recycling, including biological treatment, any other operation whereby residual materials are processed for use as substitutes for raw materials, and energy recovery recognized by the Department of the Environment and Local Government, or any other activity authorized by the Department that involves cleaning, decontaminating or declassifying products as hazardous residual materials. Bulking, shredding and bundling are not considered reclamation activities;
- (xix) **Reclamation Incentive** means the financial incentive disbursed by Atlantic UOMA to certain registered Processors for reclamation of plastic oil, antifreeze and diesel exhaust fluid containers (cleaning for reuse, shredding, decontamination, reducing the plastic into pellets for transformation into finished goods, etc.) in recognition of the fact that this activity is not yet profitable;
- (xx) **Regulation** means the *Designated Materials Regulation, – Clean Environment Act*;
- (xxi) **Used glycol (antifreeze)** means glycol which through use, storage or handling can no longer be used for its original purpose, as described in the Regulation;
- (xxii) **Used oil** means oil which, through use, storage or handling, can no longer be used for its original purpose, as described in the Regulation;
- (xxiii) **Used oil filters** means oil filters which through use, storage or handling can no longer be used for their original purpose, as described in the Regulation.

2. Conditions of registration and maintenance of registration

- 2.1. Applicants must send the Processor Registration Application Form (available on Atlantic UOMA's NB website at www.uoma-atlantic.com/nb/ – in the Processors tab of the Partners page), together with the documents required on the form and all other documents or information that Atlantic UOMA might reasonably request.

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- 2.2. All registrations end on December 31 of each year. They must therefore be renewed by January 1 by completing the Processor Registration Renewal Form (available on the Atlantic UOMA website's Partner's portal at <https://uoma-atlantic.com/partners-portal/> and sent to all registered Processors via email by Atlantic UOMA) and all other documents or information that Atlantic UOMA might reasonably request. The said Processor Registration Renewals automatically renew the previously signed Processors Agreement.
- 2.3. The Processor 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 products 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 Processor must promptly send Atlantic UOMA 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 Atlantic UOMA related activities.
- 2.5. The Processor agrees not to use the Atlantic UOMA logo, or any other designation prescribed as such by Atlantic UOMA in any form of communication without written authorization by Atlantic UOMA describing the terms and conditions of such use. However, the Processor may mention that it is registered with Atlantic UOMA. If authorized to use Atlantic UOMA's name, the Processor undertakes to specify that it is doing so as a partner and not as an associate.

3. **Obligations of the Processor**

- 3.1.a) Used oils
 - i) The Processor agrees that it is responsible for checking the volume of the used oils received from the Collector.
 - ii) **If the reclamation activity is not the end use or does not result in the creation of a new product, the person or business that will use the product and the purpose of that use must be known. The Processor will be responsible for proving such transactions on a quarterly basis by producing confirmation of delivery to such person or business**
 - iii) The Processor must provide Atlantic UOMA with an Annual Statement showing the total volume reclaimed, including the quantities received from Collectors registered with and recognized by Atlantic UOMA for the province of New Brunswick, as well as the total quantities reported by Atlantic UOMA and the inventories at the beginning and end of the year, etc. This form is available on the Atlantic UOMA website's Partners Portal at www.uoma-atlantic.com/partners-portal/ and sent to all registered Processors annually via email by Atlantic UOMA.
- 3.1.b) Used antifreeze

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- i) The Processor agrees that it is responsible for checking the volume and quality of the used antifreeze received from the Collector.
- ii) The Processor must take samples and submit all loads of used antifreeze for analysis to measure the percentage of antifreeze and water, then has to submit the results to Atlantic UOMA with the signed receiving document. The Processor agrees that all samples must be representative of the total load received.
- iii) The Processor agrees to hold harmless and indemnify Atlantic UOMA and its employees and agents against all liability and all claims and suits relating to the reclaimed products or their use.
- iv) The Processor must confirm the quality of the reclaimed antifreeze to Atlantic UOMA in accordance with one of the following methods:
 - a) Conductivity (below 1,000)
 - b) ASTM D7713
 - c) ASTM E1177
 - d) other tests acceptable to Atlantic UOMA

Note: If the reclamation activity is not the end use or does not result in the creation of a new product, the person or business that will use the product and the purpose of that use must be known. The Processor will be responsible for proving such transactions to Atlantic UOMA on a quarterly basis by producing confirmation of delivery to such person or business.

- v) The Processor must provide Atlantic UOMA with an Annual Statement showing the total volume reclaimed, including the quantities received from Collectors registered with and recognized by Atlantic UOMA for the province of New Brunswick, as well as the total quantities reported by Atlantic UOMA and the inventories at the beginning and end of the year, etc. This form is available on the Atlantic UOMA website's Partners Portal at www.uoma-atlantic.com/partners-portal/ and sent to all registered Processors annually via email by Atlantic UOMA.

3.1.c Used filters

- i) The Processor agrees that it is responsible for checking the total weight of the container and/or the number of full or partly filled barrels or bins and for weighing all incoming loads and supplying a scale ticket to the Collector, not including the weight of the containers. **The Processor must also make sure that the designated materials have been recovered in New Brunswick by a Collector registered with Atlantic UOMA for such activities within that province. If a load contains designated**

materials from New Brunswick and elsewhere, there must be separate weighings.

- ii) The Processor must deduct the weight of the waste received and note the corrected weight on its bill of lading, giving a copy to the Collector.

Note: If the reclamation activity is not the end use or does not result in the creation of a new product, the person or business that will use the product and the purpose of that use must be known. The Processor will be responsible for proving such transactions to Atlantic UOMA on a quarterly basis by producing confirmation of delivery to such person or business.

- iii) The Processor must provide Atlantic UOMA with an Annual Statement showing the total volume reclaimed, including the quantities received from Collectors registered with and recognized by Atlantic UOMA for the province of New Brunswick, as well as the total quantities reported by Atlantic UOMA and the inventories at the beginning and end of the year, etc. This form is available on the Atlantic UOMA website's Partners Portal at www.uoma-atlantic.com/partners-portal/ and sent to all registered Processors annually via email by Atlantic UOMA.

3.1.d) Used oil, antifreeze and diesel exhaust fluid containers (including used aerosol containers for lubricant and automotive parts cleaner)

- i) The Processor agrees that it is responsible for checking the total weight of the containers recovered and the degree of contamination. **The Processor must also make sure that the designated materials have been recovered in New Brunswick by a Collector registered with Atlantic UOMA for such activities within that province. If a load contains designated materials from New Brunswick and elsewhere, there must be separate weighings.**
- ii) The Processor must weigh all incoming loads and supply a scale ticket to the Collector. The Processor must deduct the weight of the waste received and note the corrected weight on its bill of lading, giving a copy to the Collector.
- iii) The Processor is required to assist Atlantic UOMA's field auditor in characterizing plastic containers and aerosols.

Note: if the reclamation activity is not the end use or does not result in the creation of a new product, the person or business that will use the product and the purpose of that use must be known. The Processor will be responsible for proving such transactions to Atlantic UOMA on a quarterly basis by producing confirmation of delivery to such person or business. Bulking, shredding and bundling are not considered reclamation activities.

- iv) The Processor must provide Atlantic UOMA with an Annual Statement showing the TOTAL volume reclaimed, including the quantities received from Collectors registered with and recognized by Atlantic UOMA for the province of New Brunswick, as well as the total quantities reported by Atlantic UOMA and the inventories at the beginning and end of the year, etc. This form is available on the Atlantic UOMA website's Partners Portal at www.uoma-atlantic.com/partners-portal/ and sent to all registered Processors annually via email by Atlantic UOMA).

4. General payment information

The Processor acknowledges and agrees that it is responsible for keeping proper documentation for the purposes of preparing invoices to be sent to Atlantic UOMA and for the purposes of obtaining the Reclamation Incentive. The Processor agrees to send Atlantic UOMA any invoice for payment of the Processor Return Incentives for used plastic containers with the "Used oil, glycol and diesel exhaust fluid plastic CONTAINER Processor Return Incentives Claim Form" (available on the Partners portal of Atlantic UOMA's website at www.uoma-atlantic.com/partners-portal/), and all the information or documents indicated therein.

4.1 The Processor agrees to submit monthly statements with each claim describing:

- (a) the quantity of used oil, antifreeze and diesel exhaust fluid plastic containers received from Atlantic UOMA registered Collectors and recovered FOR Atlantic UOMA (separate weighings);
- (b) the current inventories of used oil, antifreeze and diesel exhaust fluid plastic containers (quarterly);
- (c) the amount of sales and payments of plastic containers reduced into plastic pellets or products for transformation into finished goods or the equivalent (quarterly); and
- (d) in the case of reuse, production reports, purchase reports of covers and the inventory of containers and covers, the amount of sales, and any other documents Atlantic UOMA deems necessary.

Atlantic UOMA undertakes to pay the Return Incentives within thirty (30) days of receipt of the "Used oil, glycol and diesel exhaust fluid plastic CONTAINER Processor Return Incentives Claim Form" (available on the Partners portal of Atlantic UOMA's website at www.uoma-atlantic.com/partners-portal/), duly completed with all the required vouchers attached.

5. Obligations of Atlantic UOMA

- 5.1. Atlantic UOMA undertakes to disburse to the Processor the Return Incentives corresponding to the quantities of used oil, glycol and diesel exhaust fluid plastic containers that have been reused, reduced to pellets or products for transformation into finished goods or the equivalent, based on the amount set out in Appendix I hereof.

- 5.2. Except as stipulated herein, Atlantic UOMA undertakes not to disclose any confidential document or information received from the Processor, in compliance with the *Right to Information and Protection of Privacy Act*. However, Atlantic UOMA may transmit any document or information to Recycle New Brunswick – including the information included in its annual report and its business plan – or to the Minister or to any authorized person at the Department of the Environment and Local Government, or when such transmission is required by law or by any judicial or quasi-judicial authority.
- 5.3. Atlantic UOMA will send the Processor ninety (90) days' written notice of any amendment to Appendix I about the Return Incentives, unless such amendments clearly benefit the Processors.

6. Term of the Agreement

- 6.1. This Agreement has a term of one (1) year as of the date it is signed by Atlantic UOMA, or until the Processor registration renewal date on or before January 1 after the Agreement is signed.
- 6.2. In the event that the Processor gives Atlantic UOMA 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. Upon receipt of the notice, Atlantic UOMA may request a compliance review of the Processor's books and records.
- 6.3. The Processor hereby acknowledges and agrees that Atlantic UOMA may suspend or revoke the Processor's registration if the Processor 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 the purposes of payment of the Return Incentives by Atlantic UOMA. The Processor also acknowledges and agrees that Atlantic UOMA may suspend or revoke the Processor's registration certificate if (a) the Processor retires from business, (b) the Processor requests revocation of its registration certificate with Atlantic UOMA, (c) the Processor becomes bankrupt or insolvent, or (d) there are significant or repeated breaches of the Processor's obligations under the terms hereof or those outlined in the Collectors and Processors Manual.
- 6.4. The Processor agrees to surrender its registration certificate promptly to Atlantic UOMA if the Processor's registration is revoked or suspended. The Processor agrees not to participate in Atlantic UOMA'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 Processor hereby confirms that all information transmitted to Atlantic UOMA is true and accurate and undertakes to supply Atlantic UOMA with any change thereto promptly or upon renewal of its Agreement. The Processor also undertakes that any document or information to be transmitted to Atlantic UOMA in the future will be in compliance and accurate.
- 7.2. The Processor agrees to indemnify and hold harmless Atlantic UOMA, its officers, employees and its agents or mandataries against all liability of any nature

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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 or untrue statement provided by the Processor.

- 7.3. The Processor acknowledges Atlantic UOMA'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 Atlantic UOMA's bylaws, programs, policies and procedures and to honor the obligations contained therein.
- 7.4. Without restricting the obligations prescribed in Section 8 hereof, the Processor agrees to provide Atlantic UOMA with any particulars, certificate of insurance, document, receipt, registration or other information required for the purposes of its registration or a claim for Reclamation Incentives that Atlantic UOMA may reasonably request.
- 7.5. The Processor agrees that Atlantic UOMA will create and maintain an up-to-date database of Processors registered with Atlantic UOMA, 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 Atlantic UOMA and the information provided by the Processor 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 Atlantic UOMA upon discovery of the misstatement or error.
- 7.7. Atlantic UOMA retains the right, in its sole discretion, to withhold any payment or registration application until it completes verification or obtains verification or information it deems sufficient from the Processor.

8. Independent auditor: compliance review

- 8.1. The Processor acknowledges and agrees to keep for at least 6 years complete, accurate and up-to-date books and records of all operations and information required under the terms hereof and the Regulation with regard to the reclaimed designated materials and the Reclamation Incentives.
- 8.2. The Processor acknowledges and agrees that, in order to meet the requirements of the Regulation and this Agreement in relation to the compliance review, Atlantic UOMA, Recycle NB, their auditors, inspectors or other duly authorized representatives shall have full access during normal business hours to the Processor's place of business and books and records, or to the place where the Processors' 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 Processor'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 Processor 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 Atlantic UOMA.

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8.3. Such compliance reviews are conducted at Atlantic UOMA's expense, unless considerable errors (over 10%) of any amount paid and/or any data supplied by the Processor are discovered following the compliance review, in which case the Processor must immediately disburse the following amounts to Atlantic UOMA, 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 herein 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 Processor 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 Atlantic UOMA. In the event of any assignment, the Processor 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 Processor to Atlantic UOMA will be submitted for information, review and verification purposes.

9.3 All of the rights described herein are cumulative and not alternative. The Processor cannot be released from its obligations under the terms of this Agreement by the fact that Atlantic UOMA remains silent or delays the exercise of a right or remedy granted to it under this Agreement; such silence or delay is never to be interpreted against Atlantic UOMA as an exemption or waiver of the full exercise of its rights and remedies, provided the legal limitation period for the exercise of such rights or remedies 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 Atlantic UOMA's provincial NB website at www.uoma-atlantic.com/nb/ in the Processors tab of the Partners page) 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.

9.6 The Parties hereto agree that the provisions of the *Arbitration Act* (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 Atlantic UOMA's initiative. Subject to the Processor'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 Processors 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 PROCESSOR:

(printed company name)

Signature:

(printed signatory's name)

(signatory's title)

Date:

**SOCIÉTÉ DE GESTION DES HUILES USAGÉES DE
L'ATLANTIQUE – ATLANTIC USED OIL
MANAGEMENT ASSOCIATION (Atlantic UOMA):**

Signature:

(print signatory's name)

(signatory's title)

Date:

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APPENDIX I

(As per the email notice to processors on March 31, 2025)

This Appendix I nullifies and replaces any previous Appendix I

Processing incentive for oil and antifreeze plastic containers involving decontamination.

Effective rates for collection made on and after January 01, 2026

A variable incentive will be paid to processors of oil and antifreeze plastic containers whose process consists of cleaning containers for re-use, or whose process includes shredding, decontamination, and reducing into pellets prior to transformation into finished goods. This incentive aims to recognize that both these processes are not yet profitable. **Nonetheless, shredding alone cannot be considered processing.**

The variable incentive rate will be determined based on the price of virgin resin in¹ accordance with the following chart:

Average price of virgin resin in the last 3 months (\$CAD/KG)	Plastic containers process incentive (\$CAD/KG)
Less than \$1.20	\$0.40
\$1.20 to \$1.39	\$0.35
\$1.40 to \$1.59	\$0.30
\$1.60 to \$1.79	\$0.25
\$1.80 to \$1.99	\$0.20
\$2.00 to \$2.19	\$0.15
\$2.20 to \$2.39	\$0.10
\$2.40 and more	\$0.00

Note 1: *The price of virgin resin will be determined based on the average quarterly price of HDPE Medium Quality, Injection Molding, CDI, Assessment, Hopper Car, Month, Contract Survey, Monthly from ICIS, in Canadian dollars per kilogram.*

Transportation Incentives for used containers, oil and plastic antifreeze containers

Rates in effect on pickups on or after September 1, 2022

A transportation incentive of \$0.40/kg will be granted to the transporter (collector or processor registered with Atlantic UOMA) for plastic delivered to a processor located outside of the Atlantic and registered with Atlantic UOMA.

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