

Accession Agreement

Between the two parties:

1. Ecobatterien asbl, a non profit making association under Luxembourg law, whose headquarters are situated at n°26, rue Léon Laval, L-3372 Leudelange, represented for the purposes of this convention by its director Mr Bernard Mottet, duly authorised to do so. The Association will hereafter be referred to as Ecobatterien.

and

2. The firm
registered underlaw, and whose
headquarters are located
.....
represented for the puposes of this agreement by
..... its.....,
duly authorized to do so. This firm will hereafter be referred to as the
Co-contractor.

THE PARTIES HAVE AGREED TO THE FOLLOWING:

ARTICLE 1: Definitions

The terms used in this Agreement have the following meanings:

"Competent Authority": Administration de l'environnement, division des déchets (Environmental Office, Waste Department).

"Accession Agreement": This signed document, along with the Appendices and all other signed documents later added thereto.

"Recycling Fee": The financial contribution as defined under Article 7 of the statutes of Ecobatterien, that the Co-contractor must pay in order to fund the activities of Ecobatterien.

"Waste batteries or accumulators": Any battery or accumulator that is regarded as waste under Article 3a) of the Law of 17th June 1994 on the prevention and management of waste, as amended.

"Ecobatterien": The association that operates as a management body. Ecobatterien's statutes were published in Mémorial on 21st November 2009.

"Law of 19/12/2008": The law that transposes the 2006/66/EC directive.

"Acceding Member": The Co-contractor located in the Grand Duchy of Luxembourg, who acts as a professional dealer and sells batteries or accumulators, including those used in appliances or vehicles, in Luxembourg for the first time, no matter what the sales technique used, be it distance communications as provided for by the regulations on the protection of consumers for distance contracts.

The Co-contractor located in another State, who acts as a professional dealer and sells batteries or accumulators, including those used in appliances or vehicles, in Luxembourg for the first time, no matter what the sales technique used, be it through distance communications as provided for by the regulations on the protection of consumers for distance contracts.

"Commissioned Member": The Co-contractor that takes responsibility for all or part of the obligations of one or several Luxembourg importers.

"Put/place on the market ": The action through which the Value Added Tax becomes due for the first time on the territory.

"Recovery obligation": The funding of collection, processing, valorization and non-polluting elimination of waste batteries and accumulators.

"Battery or accumulators": Any source of electrical energy generated by direct conversion of chemical energy and consisting of one or more primary battery accumulators (non-rechargeable) or consisting of one or more secondary battery accumulators (rechargeable)

"Portable battery or accumulator": any battery, button cell, battery pack or accumulator that:

- is sealed;
- can be hand-carried;
- is neither an industrial battery or accumulator nor an automotive battery or accumulator.

"Button cell": Any small round portable battery or accumulator whose diameter is greater than its height and which is used for special purposes such as hearing aids, watches, small portable equipment and back-up power.

"Automotive battery or accumulators": Any battery or accumulator used for automotive starter, lighting or ignition power.

"Industrial battery or accumulator": any battery or accumulator designed for exclusively industrial or professional uses or used in any type of electric vehicle.

"Territory": The territory of the Grand Duchy of Luxembourg.

"Processing": Any activity performed on waste batteries or accumulators upon received at a sorting facility or a recycling or elimination preparatory facility.

ARTICLE 2: Purpose of the Agreement.

The Co-contractor declares that it participates in the battery and accumulator processing and management system set up by Ecobatterien for all batteries and accumulators, including those used in appliances or vehicles, that the Co-contractor places on the Luxembourg market in accordance with the Law of 19/12/2008. The Co-contractor undertakes to pay the Recycling Fee agreed upon hereafter and to comply with the obligations described in this Agreement in order to help Ecobatterien to fulfill its mission.

By participating, the Co-contractor confers to Ecobatterien, who accepts, the charge of fulfilling the obligation of recovering provided by the Law of 19/12/2008, and appoints Ecobatterien to execute any action necessary to fulfill said obligation along with other obligations imposed on the Co-contractor as a manufacturer or importer under the Law of 19/12/2008.

ARTICLE 3: General considerations.

§1. Acceding or Commissioned Members are admitted by the Board of Directors of Ecobatterien on the basis of three fourths (3/4) of the votes, as provided by Article 11 of the statutes of Ecobatterien.

§2. Acceding or Commissioned Members must first become members of a federation that is part of Confédération luxembourgeoise du Commerce, Fédération des Artisans or the FEDIL - Business Federation Luxembourg, or pay an annual fixed contribution determined as follows:

- €25.-, VAT excluded, if their annual fee relating to their sales is lower than €250.- (included);
- €50.-, VAT excluded, if their annual fee relating to their sales is between €251.- and €500.- (included);
- €100.-, VAT excluded, if their annual fee relating to their sales is between €501.- and €1000.- (included);
- €200.-, VAT excluded, if their annual fee relating to their sales is between €1001.- and €2000.- included;
- €500.-, VAT excluded, if their annual fee relating to their sales is over €2000.

The annual fixed contribution for the current financial year is payable at the beginning of that year. It shall become due for the first time in 2010. The annual fixed contribution is revised by the General Assembly every year upon proposal from the Board of Directors.

§3. The Co-contractor is regarded as a manufacturer under Article 2, Paragraph 12 of the Law of 19/12/2008, wherever the Co-contractor head office or invoicing address is registered or wherever the place where the batteries or accumulators aimed at Luxembourg clients originate from.

ARTICLE 4: Scope.

§1. Portable, automotive or industrial batteries and accumulators placed on the Luxembourg market are covered by the Accession Agreement.

§2. The Accession Agreement shall apply to the entire territory of the Grand Duchy of Luxembourg.

ARTICLE 5: Duration.

§1. This Agreement shall last for an undetermined period of time. It may be terminated by either Party on 31st December of each year with 12 months' notice by registered mail with acknowledgement of receipt or upon delivery by a bailiff. This Agreement shall come into force on 1st February 2010.

§2. This Agreement may also be terminated in advance in the events mentioned in Article 14, Paragraph 2 below.

ARTICLE 6: Separate collection of batteries and accumulators.

§1. Portable batteries and accumulators

Ecobatterien arranges the separate collection of portable batteries and accumulators from drop-off points specifically designed for troublesome waste. Consumers, distributors, importers and manufacturers may drop off their batteries and accumulators at such places at no cost as long as they comply with the specific rules in force.

§2. Automotive batteries and accumulators

Ecobatterien arranges the separate collection of automotive batteries and accumulators from drop-off points specifically designed for troublesome waste. Consumers, distributors, importers and manufacturers may drop off their batteries and accumulators at such places at no cost as long as they comply with the specific rules in force.

Ecobatterien has one or several sorting and grouping facilities for distributors, importers and manufacturers of automotive batteries and accumulators. Access to those sorting and grouping facilities is free of charge.

Moreover, Ecobatterien selects and authorizes one or more collectors to collect automotive batteries and accumulators from distributors, importers and manufacturers located in Luxembourg. Negotiation of fees shall be done directly between the holder of those automotive batteries and accumulators and the collector(s) authorized by Ecobatterien. A list of authorized collectors is available at www.ecobatterien.lu.

§3. Industrial batteries and accumulators

Ecobatterien has one or several sorting and grouping facilities for distributors, importers and manufacturers of industrial batteries and accumulators. Unless otherwise provided by specific rules, access to the sorting and grouping facilities is free of charge.

Moreover, Ecobatterien selects and authorizes one or more collectors to collect industrial batteries and accumulators from distributors, importers and manufacturers located in Luxembourg. Negotiation of fees shall be done directly between the holder of industrial batteries and accumulators and the collector(s) authorized by Ecobatterien. A list of authorized collectors is available at www.ecobatterien.lu.

ARTICLE 7: Recycling Fee.

§1. General considerations

In order to help Ecobatterien to fulfill its mission, and in accordance with the provisions described hereinafter, the Co-contractor shall pay a Recycling Fee for every battery or accumulator, including those used in appliances and vehicles, that will be placed on the Luxembourg market as from 01/02/2010 and during the remainder of the Agreement. The amount, calculation method and allocation of the various Recycling Fees shall be determined by Ecobatterien's General Assembly upon proposal from the Board of Directors.

§2. Amount of the Recycling Fee

The amount of the Recycling Fee shall be determined in accordance with Ecobatterien's statutes. A list of Recycling Fees for each group of batteries and accumulators is provided in Appendix 1; such fees will apply when this Agreement comes into force.

In the event the Recycling Fee should be modified in accordance with Ecobatterien's statutes, the Co-contractor shall be informed on the amount of the new Recycling Fee in writing.

§3. Adaptation of the Recycling Fee

Ecobatterien may adapt the Recycling Fee only once per calendar year.

For all batteries and accumulators of the different groups placed on the market, a new Recycling Fee shall apply on the first calendar day of the third month following the receipt by the Co-contractor of Ecobatterien's written notice on the change in the Recycling Fee amount.

However, should the economic situation change unpredictably, the Ecobatterien's General Assembly may decide at any time to change the conditions and amounts of the Recycling Fee payable by Acceding or Commissioned Members.

§4. Invoicing of the Recycling Fees

In the event the Co-contractor's annual fee is higher than or equal to €250.-, VAT excluded, Ecobatterien shall bill the Co-contractor before the end of the month that follows each quarter for the Recycling Fee applicable to the batteries and accumulators placed on the market during the previous quarter.

In the event the Co-contractor's annual fee is lower than €250.-, VAT excluded, Ecobatterien shall bill the Co-contractor before the 31st March of each year for the Recycling Fee applicable to the batteries and accumulators placed on the market during the previous year.

The Recycling Fee is based on the data transmitted by the Co-contractor in accordance with Article 9, Paragraph 2 of the Accession Agreement.

§5. Payment of the Recycling Fee

All payments should be made by transfer to an account specified by Ecobatterien.

Unless otherwise provided in specific provisions, all disputes on invoices issued by Ecobatterien should be declared within 5 calendar days from the date the invoice was received. The reasons for the dispute should be explained, however this does not cancel the obligation to pay the invoice.

Invoices sent by Ecobatterien to the Co-contractor must be paid in full, no discount applies.

ARTICLE 8: Activities for which the Recycling Fee may be reimbursed.

According to the General Terms and Conditions for Recycling Fee Reimbursement set forth in Appendix 5:

§ 1. The Co-contractor is entitled to Reimbursement:

- for Recycling Fees paid by the Co-contractor to Ecobatterien or its supplier when purchasing batteries and accumulators, including those used in appliances or vehicles, that the Co-contractor has then exported as new. The right to Recycling Fee Reimbursement is created when the goods are exported.

- for Recycling Fees paid by the Co-contractor to Ecobatterien or its supplier when purchasing batteries and accumulators, including those used in appliances or vehicles, that the Co-contractor was then required to take back because of a defect. The right for Recycling Fee reimbursement is created when the Co-contractor is able to provide evidence (such as a credit note) that the faulty batteries and accumulators were taken back.

§2. The Co-contractor may submit a request for reimbursement of the Recycling Fees the Co-contractor has paid by sending a Claim Form on a quarterly or yearly basis, depending on its declaration status.

§3. Ecobatterien shall reimburse the Recycling Fees in accordance with Article 7, Paragraph 5, and at the latest thirty days upon receipt of the declaration.

§4. In case no claim for Recycling Fee Reimbursement is submitted by 28th February of the year following the months during which the right to reimbursement was created, the Co-contractor irrevocably and definitely loses its right thereto.

ARTICLE 9: Obligations of the Co-contractor.

§1. Membership conditions

The Co-contractor who wishes to become a member of Ecobatterien should sign and submit the Accession Agreement to Ecobatterien.

The Co-contractor should also provide Ecobatterien with the identification form mentioned in Appendix 2 (filling out the fields of the identification form is mandatory).

§2. Declaration

In the event the Co-contractor's Annual Fee is higher than or equal to €250.-, VAT excluded, the Co-contractor undertakes to notify Ecobatterien, by 21st day of the month following each quarter, on the number of batteries and accumulators, including those used in appliances and vehicles, that were placed on the market during the previous quarter. The first quarterly declaration must be submitted by the 21st day of the month following the quarter during which the Accession Agreement came into force.

In the event the Co-contractor's Annual Fee is lower than €250.-, VAT excluded, the Co-contractor undertakes to notify Ecobatterien, by 28th February of each year, on the number of batteries and accumulators, including those used in appliances and vehicles, that were placed on the market during the previous year. The first declaration should mention the number of batteries and accumulators placed on the market between the 1st February 2010 and the 31st December of the year preceding the signing of the Accession Agreement. It shall be submitted upon signing the Agreement.

The Co-contractor shall transmit the data using the website provided by Ecobatterien (detailed or simplified declaration) or the declaration form mentioned in Appendix 3 (simplified declaration only). The latter may be transmitted by fax, mail or e-mail.

§3. Annual Certificate

In case the Co-contractor transmits a quarterly declaration, the declaration for the fourth quarter of each year should be sent along with a certificate that the 4 declarations for the year elapsed are true and faithful. Such certificate should be signed by the Co-contractor's legal representative.

In case the Co-contractor transmits an annual declaration, each declaration should be sent along with a certificate that the declaration is true and faithful. Such certificate should be signed by the Co-contractor's legal representative.

§4. Transmission of data to Ecobatterien

When sending the first request, the Co-contractor should provide Ecobatterien with the information required by the Competent Authorities and regarded as necessary to make sure the obligations of the Law of 19/12/2008 are observed.

§5. Modification of data

The Co-contractor shall inform Ecobatterien immediately by regular or electronic mail on any change initiated by the Co-contractor that is likely to have an impact on the execution of this Agreement.

§6. Mentions to be provided on the invoice

If the Co-contractor's client is a VAT payer, the Co-contractor may mention that the batteries and accumulators, including those used in appliances and vehicles, were subject to a Recycling Fee, and may mention the amount of the Recycling Fee. However, it is forbidden to inform final users on the amount of the Recycling Fee when selling new portable batteries or accumulators, including those used in appliances or vehicles.

§7. Prohibition to sell batteries and accumulators for which no Recycling Fee was paid

The Co-contractor undertakes not to place on the Luxembourg market any batteries or accumulators, including those used in appliances or vehicles, that were not declared to Ecobatterien.

§8. Collection of batteries and accumulators

The Co-contractor undertakes to exclusively use the collectors selected and authorized by Ecobatterien for the separate collection of portable, automotive and industrial batteries and accumulators. Regarding the automotive industry, suppliers outside of Luxembourg, or Luxembourg importers who supply batteries or accumulators to dealers, undertake to ensure that their entire networks comply with the requirements listed in this paragraph.

Automotive and industrial batteries and accumulators collected from end of life vehicles as defined by the Grand-ducal regulation of 17th March 2003 are not subject to the requirement mentioned above. Nonetheless, the Co-contractor undertakes to provide Ecobatterien with annual updates on the total weight of automotive and industrial batteries and accumulators

collected from end of life vehicles, along with the contact details of the processing plants and the proportion of recycled items.

ARTICLE 10: Mandate.

An Acceding Member may appoint one or more foreign suppliers to fulfill its obligation to declare the batteries and accumulators, including those used in appliances or vehicles, that are placed on the market by the supplier(s) concerned. The Acceding Member shall provide Ecobatterien with the communication form for commissioned foreign suppliers (see Appendix 4) on a yearly basis, along with the annual declaration or the last quarterly declaration of the year.

The supplier who accepted the mandate should sign an Accession Agreement with Ecobatterien and thus become a Commissioned Member. When sending the annual declaration or the last quarterly declaration of the year, the supplier shall also provide Ecobatterien with a list of the Acceding Members he was appointed by.

However, regarding the automotive industry, a supplier located in a foreign country may directly apply for membership with Ecobatterien on behalf of their Luxembourg dealers. They should thus notify their dealers in writing on their obligations to collect all kinds of batteries and accumulators, whether portable, automotive or industrial. They are considered to be responsible for their entire network in Luxembourg. Failing to observe the provisions of this Agreement by one or more of the supplier's dealers may result in the supplier's being subject to the sanctions set forth under Article 13, Paragraph 5 hereof.

ARTICLE 11: Obligations of Ecobatterien.

§1. Ecobatterien agrees to act with due precaution and discernment to best meet the obligations incumbent on it by virtue of the Law of 19/12/2008. Ecobatterien is committed to obtain and keep ministerial approval, as described in the Law of 19/12/2008.

§2. Ecobatterien undertakes to provide a positive outcome to a membership application within thirty business days.

§3. Ecobatterien undertakes to treat with confidentiality all financial and commercial information provided by the Co-contractor or which Ecobatterien may become aware of when executing this Agreement. This obligation to observe confidentiality does not waive any legal requirement imposed on Ecobatterien to provide certain information.

§4. Ecobatterien undertakes to make a list of all Co-contractors. Ecobatterien is authorised to use this list in part or in full for its own publications and/or communications. Except for the Co-contractor's name, Ecobatterien may only use the trademarks, logos or other identification elements that belong to the Co-contractors with a written authorisation that sets forth the conditions thereto, even if the purpose is to provide information.

§5. A list of Co-contractors shall be provided to the Competent Authorities in accordance with the provisions of the Law of 19/12/2008.

§6. Ecobatterien shall send to the Co-contractor an invoice with the Recycling Fees to be paid by the Co-contractor by the end of the month during which the Co-contractor transmitted data on the batteries and accumulators, including those used in appliances and vehicles, that were placed on the market over the previous period.

§7. Ecobatterien shall do its best to ensure its obligations are fulfilled, but is not required to deliver any particular result with regards to any agreement. In the event a conviction should be pronounced for whatever prejudice and whatever reason, Ecobatterien's financial liability toward the Co-contractor shall be limited to an amount not exceeding that of the last paid Recycling Fee.

ARTICLE 12: Control.

§1. Ecobatterien has the right to appoint at any time a financial auditor or external chartered accountant who is bound by professional secrecy. Such financial auditor or external chartered accountant may perform any control with the Co-contractor to ensure the information provided by the Co-contractor is true.

Ecobatterien may also perform control itself, but the Co-contractor shall in no case be required to grant direct access to Ecobatterien.

§2. All charges related to such control procedures shall be supported by Ecobatterien, unless the due Recycling Fees, calculated on the basis of the controlled declaration, should exceed 10% or more of the total paid Recycling Fees. In this case, control charges arising from the above mentioned procedure shall be supported by the Co-contractor.

ARTICLE 13: Sanctions.

§1. In the event of a late declaration, Ecobatterien shall send a written warning to the Co-contractor so that the latter submits a declaration at the latest one month upon expiration of the usual deadline.

However, the Co-contractor may, before expiration of the deadline mentioned above, give to Ecobatterien an objective reason for the late declaration, and inform Ecobatterien on the date the declaration will be submitted at the latest. In this case, the Co-contractor shall only pay legal late payment interest.

§2. In the event the Co-contractor has not submitted the declaration one month upon expiration of the usual deadline and has not given an objective reason, Ecobatterien shall appoint a financial auditor to draw the declaration on behalf of the Co-contractor. The Co-contractor undertakes to cooperate with the auditor and grant them access to its premises as well as to all relevant accounting documents. Auditing fees shall be supported by the Co-contractor.

§3. In the event Ecobatterien should find that the data provided are imprecise, the Co-contractor shall be required to pay a portion of the unpaid Recycling Fees along with late payment interest and a financial penalty equal to twice the amount of the unpaid Recycling Fees.

§4. In the event the Co-contractor should not pay within the set timeframe, the Co-contractor shall be forthwith and without any formal or other notice required to pay legal late payment interest, until the full amount has been paid.

§5. In the event the Co-contractor or, in the automotive industry, a member of its Luxembourg network, use collectors not authorized by Ecobatterien, Ecobatterien shall notify the Co-contractor in writing by registered mail that this Agreement is not complied with, and shall bill a flat fee of €100.- for every ton of batteries or accumulators that was dropped off with unauthorized collectors. The Co-contractor is then required to solve the problem as soon as possible, so as not to be excluded and reported to the Competent Authorities.

ARTICLE 14: Termination of the Accession Agreement.

§1. Termination with no failures

The Accession Agreement may be terminated by either Party on 31st December of each year, with one year's notice.

The Parties are required to fulfill all of their obligations during the one-year notice. The Co-contractor shall continue to pay the Recycling Fees for all batteries and accumulators, including those used in appliances or vehicles, that are placed on the Luxembourg market, until the notice expires.

To be valid, the termination must be notified in writing by registered mail with acknowledgement of receipt or upon delivery by a bailiff.

The notice shall begin on the first day of January of the year following the date the termination notice was received.

§2. Termination for breach of a provision

Each Party may terminate the Accession Agreement forthwith and with no other notice, indemnity of judicial operation in the event the other faulty Party has failed to comply with the Agreement and the obligations arising there from, and has not remedied to it within thirty calendar days upon receipt of a formal notice in which the former Party informs the failing Party on its intention to terminate the Agreement.

The formal notice must be sent by registered mail with acknowledgement of receipt. It must also contain an express and detailed reason thereto.

As applicable, the amounts paid by the Co-contractor may be considered to belong to Ecobatterien forever, or the unpaid amounts may be regarded as undue forever, however each Party has the right to sue the other and claim indemnification for the damage incurred.

§3. Information of the Competent Authorities on the termination of the Accession Agreement

In case the Accession Agreement is terminated and in case the Member is lost, Ecobatterien must immediately inform the Competent Authorities thereon in writing.

Ecobatterien informs the Co-contractor that their personal data may be processed by computer. Thus, Ecobatterien specifically draws the Co-contractor's attention on the provisions of the Law of 02/08/2002 on the protection of individuals with regards to the processing of personal data, as well as to the obligations Ecobatterien is subject to. By becoming a Member, the Co-contractor declares that it is perfectly aware of those legal and regulatory provisions which provide for a secure protection of its rights.

ARTICLE 15: Non-transferrability.

The Co-contractor may in no case transfer the Accession Agreement nor assign the execution thereof to a third party, unless Ecobatterien has approved to it beforehand.

ARTICLE 16: Notifications and domicile.

To be valid, and unless otherwise provided, any notification required as part of the execution of the Accession Agreement must be transmitted to the other Party by registered mail with acknowledgement of receipt. The Parties are expected to be domiciled at the address mentioned on the first page of this Accession Agreement, for the entire duration hereof and for as long as neither Party has informed the other that it has a new address.

ARTICLE 17: Modifications and amendments.

§1. Any modification or amendment to the Accession Agreement must be written and signed by the Parties' duly authorised representatives.

§2. Any modification to or extension of this Accession Agreement is deemed to be part of this Accession Agreement.

§3. The Appendices may be modified unilaterally by Ecobatterien, and such modifications shall come into force in the month following written notification thereon, unless otherwise provided.

ARTICLE 18: Conditions for the existence of this Agreement.

This Accession Agreement shall only be valid upon approval from Ecobatterien's Board of Directors. For as long as this condition is not complied with, the Co-contractor may not be regarded as a Member and thus may not have any right pertaining to such quality, namely when interacting with third parties and the Competent Authorities.

ARTICLE 19: Partially void articles or parts of the Accession Agreement.

In case one or more articles in this Agreement should be declared as being invalid and unenforceable, the validity and enforceability of the remaining articles shall not be impaired thereby.

ARTICLE 20:

This Agreement is governed by Luxembourg law. The only competent courts are the Luxembourg courts.

ARTICLE 21 : Appendices.

The attached Appendices are an integral part of this Agreement.

Appendix 1: Informative list of batteries and accumulators and the amounts of the Recycling Fees as at 01/02/2010

Appendix 2: Identification Form

Appendix 3: Simplified Declaration Form

Appendix 4: Communication form for commissioned foreign suppliers

Appendix 5: General Conditions for reimbursement of the recycling fees

Agreement established in _____, on _____

The number of copies issued is equal to the number of parties. Each party acknowledges receipt of its copy

For the Co-contractor

(The signature must be preceded by the handwritten phrase « read and approved »)

For Ecobatterien

(name)
(function)

1. For the detailed declaration (INTERNET ONLY)

A. BATTERIES SOLD SEPARATELY

Format	Examples of IEC battery codes or appliances with batteries or accumulators	Fee €/unit VAT not included
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NON-RECHARGEABLE

STANDARD BATTERIES

AAAA	LR61	0,11
AAA	R03 - LR03 - FR03	0,11
AA	R6 - LR6 - FR6 - ZR6	0,11
C	R14 - LR14	0,11
D	R20 - LR20	0,11
9 V	6F22 - 6LR22 - 6LR61 - U9VL	0,11
4,5 V	3R12 - 3LR12	0,11

BUTTON CELLS

all button cells	3LR44 - BR1216 - BR1220 - BR1225 - BR1616 - BR1620 - BR 2016 - BR2020 - BR 2025 - BR2032 - BR 2320 - BR2325 - BR2330 - BR2335 - BR3032 - CR 1/3N - CR927 - CR1016 - CR1025 - CR1216 - CR1220 - CR1225 - CR1612 - CR1616 - CR1620 - CR1632 - CR2012 - CR2016 - CR2020 - CR2025 - CR2032 - CR2034 - CR2040 - CR2320 - CR2325 - CR2330 - CR2354 - CR2412 - CR2430 - CR2450 - CR2477N - CR 3032 - LR9 - LR 41 - LR43 - LR44 - LR54 - LR55 - 3LR53 - MR9 - SR44W - PR70 - BR2020 - MR9 - MR41 - MR43- MR44 - NR48 - MR48 - MR50 - 2MR9 - MR52 - MR42 - RE44 - RE 333 - RE751 - SR8508 - 4SR44/544 - SR41W392 - SR41SW/384 - SR43W/386 - 2SW - SR44W - SR1130W - SR1130SW - SR1120W - SR1120SW - W -SR48/754SW - 6SW - 6W - SW - SR616W - SR731SW - SR512SW - SR614SW - SR714SW - SR712SW - SR910SW - SR1156S - SR610SW - SR621 W - SR416SW - SR1116SW - SR1116W - SR626W - SR916W - SR936W - SR416SW - SR421SW - SR510SW - SR910SW - XR11630W - XR9527W - XR9520W - XR7926W - SR914SW - PR 41 - PR44 - PR48 - PR70 - PR63/PR5 - other	0,11
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OTHER BATTERIES

from 0 g to 10 g	2CR 1/3N - 5R1 - LR1 - 4LR44 - BR1/2A - CR1/2AA - CR2 - CR11108 - CR14250 - 2CR11108 - CRAA - ER3 - ER3S - N - GP23 - other	0,11
from 11 g to 50 g	15LF20 - 15LR54 - 2CR1/3N - 2CR5 - 2LF22 - 2R10 - 3LR50 - 4LR61 - 4NR42 - 4NR43 - 4NR44 - 4SR44/544 - 6LR44 - BRA - BRC - CR123 - CR12600 - CR15400 - CR17335 - CR17345 - CR17355 - CR17450 - CR2/3A - CR2/3AA - CR23500 - CR2NP - CRP2 - CRV3 - ER10/28 - ER17/33 - ER17/50 - ER6 - ER6C - ER6K - ER6K2 - FB2325H2 - FR6 - NR52 - SL340 - SL386 - SL389 - TL5242 - other	0,11
from 51 g to 100 g	SL770 - SL780 - other	0,11
from 101 g to 500 g	3R20 - 4R25X - 6F50-2 - 6F90 - 6F100 - AR40 - AS4 - other	0,11
from 501 g to 1 kg	4AS2 - 4LR25 - 5AR40 - 6R25 - other	0,11
from 1,001 kg to 1,5 kg	4LR25/2 - 4R25/2 - Batteries for electric fence - other	0,11
from 1,501 kg to 5 kg	16R20 - 6AS4 - 6AS6 - 8AS3120 - Batteries for electric fence - other	0,11
from 5,001 kg to 10 kg	4AS10 - Batteries for electric fence - other	0,11

RECHARGEABLE

STANDARD BATTERIES

AAA	RC3 - KR03 - HR3	0,11
AA	RC6 - KR6 - HR6	0,11
C	RC14S - KR14 - HR14	0,11
D	RC20S - KR20 - HR20	0,11
9 V	RC22 - KR22 - HR22	0,11

OTHER BATTERY PACKS OR ACCUMULATORS

from 0 g to 10 g	41 - 48 - 70 - 1/3AA - HA33 - KR225AE - ML1220 - ML2016 - ML2430 - N - N50AAA - N50SB1 - N50SB2 - NCMM2.4 - NCMM3.6 - NCMM4.8 - NSB1 - VL1220 - VL2020 - VL2320 - VL2330 - Z2A110 - Z2A35 - Z2A65 - Z3A15 - Z3A65 - ZA110 - ZA15 - ZA180 - ZA35 - ZA65 - Small MP3 Player, other	0,11
from 11 g to 50 g	1/2AA - 1/2AA - 1/2D - 1/2SC - 2/3(1/2)C - 2/3AF - 2/3SC - 4/5A - 4/5AF - 4/5SC - 5/4AA - 5/4SC - A - KFA1200 - KFA650 - KFA900 - KFB450 - KFB650 - KR1700AE - N50SB3 - NCM2.4 - NCM3.6 - NCM4.8 - NSB2 - NSB3 - NSB4 - prisma - SC - Z2A250 - Z2A300 - ZA280 - ZA600 - Animal collar, Manicure and/or pedicure appliances, Depilatory kit, Muscle stimulation device, Electric mouthwash and/or toothbrush and/or irrigator, Face cleaner / peeling, Multi-Media Box (MP4), Pocket Computer, Scanning pen, GPS, GSM, Telephone, Security camera, Video camera, Small digital photo camera, MP3 Player, Hand-held video game consoles (PSP, Nintendo DS, Game Boy Advance), Toys, other	0,11
from 51 g to 100 g	4/3A - 5/4SC - Trimmers for animals, Electric razor, Hair trimmer, Beard trimmer, Massage machine, Digital reflex photo camera, Toys, Remote control vehicle, other	0,11
from 101 g to 500 g	F - KR10000 - KR2800 - Portable dustbuster, Laptop, Portable system for reproduction of sound and images, Camera printer, Lighting device, Pruning shears, Small screw gun, Toys, other	0,11
from 501 g to 1 kg	KR20000 - Automatic vacuum cleaners, Sprayer, Leaf blower, Hedge trimmer, Lawn mower, Electric vehicle for kids, Stapler / Nail machine, Wrench, Compressor, Drill, Chipping or demolition hammer, Jackhammer, Grinder, Car polisher, Rechargeable air pump, Tyre pump, Orbital rotor sander, Orbital sander, Three-sided sander, Plane, Metal saw with blade, Mitre saw, Band saw, Circular saw, Reciprocating saw / Pendulum saw / Sword saw, Vacuum and/or blower, Screw gun, other	0,11
from 1,001 kg to 1,5 kg	Dethatcher, Lawn mower, other	0,11
from 5,001 kg to 10 kg	other	0,11

LEAD ACID BATTERIES

from 0 g to 500 g	Telecommunication, Alarm system, Medical emergency, Memory backup, Mobile tagging, Lawn Mowers, UPS (No Break), other	0,11
from 501 g to 1 kg	Telecommunication, Alarm system, Medical emergency, Memory backup, Mobile tagging, Lawn Mowers, UPS (No Break), Radio, Alarm, Models, Traffic lights, other	0,11
from 1,001 kg to 2 kg	Telecommunication, Alarm system, Medical emergency, Memory backup, Mobile tagging, Lawn Mowers, UPS (No Break), Radio, Alarm, Models, other	0,11
from 2,001 kg to 5 kg	Sector power backup, Distribution facilities, Information technology, UPS (No Break), Radio, Alarm, Model, other	0,11
from 5,001 kg to 10 kg	Sector power backup, Distribution facilities, Radio, Alarm, Model, UPS (No Break), Pallet truck, Stack, Golf Caddy, other	0,11
from 10,001 kg to 20 kg	Information technology, Security lighting, Solar field, Sector power backup, Distribution facilities, UPS (No Break), Pallet truck, Stack, Golf Caddy, other	0,11
from 20,001 kg to 40 kg	Sector power backup, Installations of high intensity, Information technology, Security lighting, Signalling Technology, Solar field, UPS (No Break), Pallet truck, Stack, Golf Cars, Forklift, other	0,11
from 40,001 kg to 100 kg	Sector power backup, Installations of high intensity, Information technology, Security lighting, Signalling Technology, Solar field, UPS (No Break), Golf Cars, Forklift, other	0,11
from 100,001 kg to 250 kg	Information technology, Security lighting, Signalling Technology, Solar field, UPS (No Break), other	0,11

B. BATTERIES INCLUDED IN APPLIANCES

Format	Examples of IEC battery codes or appliances with batteries or accumulators	Fee €/unit VAT not included
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NON-RECHARGEABLE

STANDARD BATTERIES

AAAA	LR61	0,11
AAA	R03 - LR03 - FR03	0,11
AA	R6 - LR6 - FR6 - ZR6	0,11
C	R14 - LR14	0,11
D	R20 - LR20	0,11
9 V	6F22 - 6LR22 - 6LR61 - U9VL	0,11
4,5 volts	3R12 - 3LR12	0,11

BUTTON CELLS

all button cells	3LR44 - BR1216 - BR1220 - BR1225 - BR1616 - BR1620 - BR 2016 - BR2020 - BR 2025 - BR2032 - BR 2320 - BR2325 - BR2330 - BR2335 - BR3032 - CR 1/3N - CR927 - CR1016 - CR1025 - CR1216 - CR1220 - CR1225 - CR1612 - CR1616 - CR1620 - CR1632 - CR2012 - CR2016 - CR2020 - CR2025 - CR2032 - CR2034 - CR2040 - CR2320 - CR2325 - CR2330 - CR2354 - CR2412 - CR2430 - CR2450 - CR2477N - CR 3032 - LR9 - LR 41 - LR43 - LR44 - LR54 - LR55 - 3LR53 - MR9 - SR44W - PR70 - BR2020 - MR9 - MR41 - MR43 - MR44 - NR48 - MR48 - MR50 - 2MR9 - MR52 - MR42 - RE44 - RE 333 - RE751 - SR8508 - 4SR44/544 - SR41W392 - SR41SW/384 - SR43W/386 - 2SW - SR44W - SR1130W - SR1130SW - SR1120W - SR1120SW - W - SR48/754SW - 6SW - 6W - SW - SR616W - SR731SW - SR512SW - SR614SW - SR714SW - SR712SW - SR910SW - SR1156S - SR610SW - SR621 W - SR416SW - SR1116SW - SR1116W - SR626W - SR916W - SR936W - SR416SW - SR421SW - SR510SW - SR910SW - XR11630W - XR9527W - XR9520W - XR7926W - SR914SW - PR 41 - PR44 - PR48 - PR70 - PR63/PR5 - other	0,11
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OTHER BATTERIES

from 0 g to 10 g	2CR 1/3N - 5R1 - LR1 - 4LR44 - BR1/2A - CR1/2AA - CR2 - CR11108 - CR14250 - 2CR11108 - CRAA - ER3 - ER3S - N - GP23 - other	0,11
from 11 g to 50 g	15LF20 - 15LR54 - 2CR1/3N - 2CR5 - 2LF22 - 2R10 - 3LR50 - 4LR61 - 4NR42 - 4NR43 - 4NR44 - 4SR44/544 - 6LR44 - BRA - BRC - CR123 - CR12600 - CR15400 - CR17335 - CR17345 - CR17355 - CR17450 - CR2/3A - CR2/3AA - CR23500 - CR2NP - CRP2 - CRV3 - ER10/28 - ER17/33 - ER17/50 - ER6 - ER6C - ER6K - ER6K2 - FB2325H2 - FR6 - NR52 - SL340 - SL386 - SL389 - TL5242 - other	0,11
from 51 g to 100 g	SL770 - SL780 - other	0,11
from 101 g to 500 g	3R20 - 4R25X - 6F50-2 - 6F90 - 6F100 - AR40 - AS4 - other	0,11
from 501 g to 1 kg	4AS2 - 4LR25 - 5AR40 - 6R25 - other	0,11
from 1,001 kg to 1,5 kg	4LR25/2 - 4R25/2 - Batteries for electric fence - other	0,11
from 1,501 kg to 5 kg	16R20 - 6AS4 - 6AS6 - 8AS3120 - Batteries for electric fence - other	0,11
from 5,001 kg to 10 kg	4AS10 - Batteries for electric fence - other	0,11

RECHARGEABLE

STANDARD BATTERIES

AAA	RC3 - KR03 - HR3	0,11
AA	RC6 - KR6 - HR6	0,11
C	RC14S - KR14 - HR14	0,11
D	RC20S - KR20 - HR20	0,11
9 V	RC22 - KR22 - HR22	0,11

OTHER BATTERY PACKS OR ACCUMULATORS

from 0 g to 10 g	41 - 48 - 70 - 1/3AA - HA33 - KR225AE - ML1220 - ML2016 - ML2430 - N - N50AAA - N50SB1 - N50SB2 - NCMM2.4 - NCMM3.6 - NCMM4.8 - NSB1 - VL1220 - VL2020 - VL2320 - VL2330 - Z2A110 - Z2A35 - Z2A65 - Z3A15 - Z3A65 - ZA110 - ZA15 - ZA180 - ZA35 - ZA65 - Small MP3 Player, other	0,11
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from 11 g to 50 g	1/2AA - 1/2AA - 1/2D - 1/2SC - 2/3(1/2)C - 2/3AF - 2/3SC - 4/5A - 4/5AF - 4/5SC - 5/4AA - 5/4SC - A - KFA1200 - KFA650 - KFA900 - KFB450 - KFB650 - KR1700AE - N50SB3 - NCM2.4 - NCM3.6 - NCM4.8 - NSB2 - NSB3 - NSB4 - prisma - SC - Z2A250 - Z2A300 - ZA280 - ZA600 - Animal collar, Manicure and/or pedicure appliances, Depilatory kit, Muscle stimulation device, Electric mouthwash and/or toothbrush and/or irrigator, Face cleaner / peeling, Multi-Media Box (MP4), Pocket Computer, Scanning pen, GPS, GSM, Telephone, Security camera, Video camera, Small digital photo camera, MP3 Player, Hand-held video game consoles (PSP, Nintendo DS, Game Boy Advance), Toys, other	0,11
from 51 g to 100 g	4/3A - 5/4SC - Trimmers for animals, Electric razor, Hair trimmer, Beard trimmer, Massage machine, Digital reflex photo camera, Toys, Remote control vehicle, other	0,11
from 101 g to 500 g	F - KR10000 - KR2800 - Portable dustbuster, Laptop, Portable system for reproduction of sound and images, Camera printer, Lighting device, Pruning shears, Small screw gun, Toys, other	0,11
from 501 g to 1 kg	KR20000 - Automatic vacuum cleaners, Sprayer, Leaf blower, Hedge trimmer, Lawn mower, Electric vehicule for kids, Stapler / Nail machine, Wrench, Compressor, Drill, Chipping or demolition hammer, Jackhammer, Grinder, Car polisher, Rechargeable air pump, Tyre pump, Orbital rotor sander, Orbital sander, Three-sided sander, Plane, Metal saw with blade, Mitre saw, Band saw, Circular saw, Reciprocating saw / Pendulum saw / Sword saw, Vacuum and/or blower, Screw gun, other	0,11
from 1,001kg to 1,5 kg	Dethatcher, Lawn mower, other	0,11
from 1,501kg to 5,0 kg	Other	0,11

LEAD ACID BATTERIES

from 0 g to 500 g	Telecommunication, Alarm system, Medical emergency, Memory backup, Mobile tagging, Lawn Mowers, UPS (No Break), other	0,11
from 501 g à 1 kg	Telecommunication, Alarm system, Medical emergency, Memory backup, Mobile tagging, Lawn Mowers, UPS (No Break), Radio, Alarm, Models, Traffic lights, other	0,11
from 1,001 kg to 2 kg	Telecommunication, Alarm system, Medical emergency, Memory backup, Mobile tagging, Lawn Mowers, UPS (No Break), Radio, Alarm, Models, other	0,11
from 2,001 kg to 5 kg	Sector power backup, Distribution facilities, Information technology, UPS (No Break), Radio, Alarm, Model, other	0,11
from 5,001 kg to 10 kg	Sector power backup, Distribution facilities, Radio, Alarm, Model, UPS (No Break), Pallet truck, Stacker, Golf Caddy, other	0,11
from 10,001 kg to 20 kg	Information technology, Security lighting, Solar field., Sector power backup, Distribution facilities, UPS (No Break), Pallet truck, Stacker, Golf Caddy, other	0,11
from 20,001 kg to 40 kg	Sector power backup, Installations of high intensity, Information technology, Security lighting, Signalling Technology, Solar field, UPS (No Break), Pallet truck, Stacker, Golf Cars, Forklift, other	0,11
from 40,001 kg to 100 kg	Sector power backup, Installations of high intensity, Information technology, Security lighting, Signalling Technology, Solar field, UPS (No Break), Golf Cars, Forklift, other	0,11
from 100,001 kg to 250 kg	Information technology, Security lighting, Signalling Technology, Solar field, UPS (No Break), other	0,11

S. AUTOMOTIVE LEAD ACID BATTERIES

from 0 g to 999 g	Motorbike, Scooter, Jet-Ski, Quad, Snow Motorcycle, other	0,06
from 1 kg to 1,999 kg	Motorbike, Scooter, Jet-Ski, Quad, Snow Motorcycle, Small Tractor, other	0,06
from 2 kg to 4,999 kg	Motorbike, Scooter, Jet-Ski, Quad, Snow Motorcycle, Small Tractor, other	0,06
from 5 kg to 9,999 kg	Motorbike, Jet-Ski, Quad, Snow Motorcycle, other	0,06
from 10 kg to 19,999 kg	12V cars batteries from 35Ah to 75Ah	0,06
from 20 kg to 29,999 kg	12V cars, trucks, utility vehicles batteries from 75Ah to 115Ah,	0,06
from 30 kg to 39,999 kg	12V trucks and other big vehicles batteries from 115Ah to 140Ah	0,06
from 40 kg to 49,999 kg	12V trucks and other big vehicles batteries from 140Ah to 180Ah	0,06
from 50 kg to 99,999 kg	12V trucks and other big vehicles batteries greater than 180Ah	0,06
Equal or greater than 100	Batteries for big vehicle	0,06

2. For the simplified declaration

Fee €/unit
VAT not included

A	Batteries sold separately	0,11
B	Batteries included in appliances	0,11
S	Automotive Batteries	0,06

Company name:

IDENTIFICATION FORM

Space reserved for use by Ecobatterien

Date of membership ../../20..	Type of Declaration Quarterly Annual	Type of member Acceding Commissioned	Membership number: M
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Headquarters

Street :	Location :	Number :
Poste Code :	Language : Lëtzebuergesch Français Deutsch English	
Country :	Fax :	
Telephone :		

Contact person

Person legally responsible for the Co-contractor	
Name :	e-mail :
Function :	
Person responsible for the management of this file (to be completed if this person is not the same as the person legally responsible)	
Name :	e-mail :
Function :	Direct telephone :

Billing address (to be completed if this address is different as the address of the headquarter)

Street :	Location :	Number :
Poste Code :		
Country :		

Complementary datas

Bank account number (IBAN):
VAT identification number :

Categories of batteries or accumulators placed on the Luxembourg market

	Approximate number of units
Batteries sold separately	
Batteries included in appliances	
Automotive Batteries	

Type of firm*

Producer	
Importer	
Commissioned foreign supplier	
Foreign supplier (direct sales)	
Car Manufacturer	

* Tick the appropriate box

Federation*

Member of the Federation or the group:	
Dependent on : clc Fédération des artisans FEDIL	

* For Luxembourg companies only

TO BE SENT TO:

Ecobatterien asbl
26, rue Léon Laval L-3372 Leudelange
FAX : (00352)26.098.736
e-mail : info@ecobatterien.lu

(Co-contractor's signature)

Quarter and/or year of reference :

DECLARATION FORM

Name of Co-contractor :

Membership number :

Quarterly - Annual * Declaration

* Cross out where non-applicable

BIC :

DATE :

IBAN :

VAT number :

Number of batteries put on the Lux. Market (1)	Number of batteries for which a refund is payable (2)	Recycling charge excluding VAT €/appliance (3)	TOTAL excluding VAT ((1) - (2)) x (3)
		0,11	

A Batteries sold separately

B Batteries included in appliances

S Automotive Batteries

TOTAL excluding VAT

TO BE SENT TO:

Ecobatterien asbl
26, rue Léon Laval
L-3372 Leudelange
FAX : (00352)/26.098.736
e-mail : info@ecobatterien.lu

(SIGNATURE)

Communication form for commissioned foreign suppliers

The purpose of this form is to supply Ecobatterien with information concerning the identity of the foreign supplier(s) commissioned by you as an importer in Luxembourg, in order to meet the requirements of the Accession agreement.

Please fill in this form completely and accurately, sign it and send it back to Ecobatterien at the following postal address:

Ecobatterien asbl
26, rue Léon Laval
L-3372 Leudelange

IDENTIFICATION OF THE IMPORTER

Membership number

Name:
 Address: Nr. :.....
 Post Code: City:
 Country:.....
 Name(s) of contact person(s):
 Tel.: Fax:
 Email:

IDENTIFICATION OF THE FOREIGN SUPPLIER(S)

Name: VAT Number:
 Address: Nr. :.....
 Post Code: City:
 Country:
 Name(s) of contact person(s):
 Tel.: Fax:
 Email:

The obligations transferred to the above-mentioned foreign supplier(s) apply to the following batteries or accumulators (to be listed according to the different categories from the list) and have been agreed in writing by both parties:

.....

IDENTIFICATION OF THE FOREIGN SUPPLIER(S)

Name: VAT Number:
Address: Nr. :.....
Post Code: City:
Country:
Name(s) of contact person(s):
Tel.: Fax:
Email:

The obligations transferred to the above-mentioned foreign supplier(s) apply to the following batteries or accumulators (to be listed according to the different categories from the list) and have been agreed in writing by both parties:

.....
.....
.....
.....
.....
.....

IDENTIFICATION OF THE FOREIGN SUPPLIER(S)

Name: VAT Number:
Address: Nr. :.....
Post Code: City:
Country:
Name(s) of contact person(s):
Tel.: Fax:
Email:

The obligations transferred to the above-mentioned foreign supplier(s) apply to the following batteries or accumulators (to be listed according to the different categories from the list) and have been agreed in writing by both parties:

.....
.....
.....
.....
.....
.....

The importer expressly acknowledges that the transfer of its obligations to Ecobatterien to the above foreign supplier(s) in no way releases it from its responsibilities with regards to Ecobatterien.

DATE : IMPORTER'S NAME :.....
AND SIGNATURE

General Conditions for reimbursement of recycling fees paid by members of Ecobatterien.

1. Coverage

This document contains the General Conditions under which Ecobatterien may grant the refund of recycling fees paid. Ecobatterien may make modifications to these General Conditions unilaterally. Any modification made comes into effect after a minimum delay of fifteen days following its publication on the Internet. The updated version of the General Conditions can be found at the following address: <http://www.ecobatterien.lu>

The Co-contractor will be informed of any modification made to these conditions by ordinary or electronic mail.

By introducing an application for reimbursement of recycling fees, the Co-contractor attests that it accepts the following General Conditions.

2. Right to reimbursement of recycling fees

The Co-contractor may claim a refund:

- Of recycling charges paid to Ecobatterien or its supplier on acquisition of any batteries or accumulators which it subsequently exported as new.
 - o This claim may be made provided that:
 - at the time the batteries or accumulators were placed on the market, a recycling fee was paid to Ecobatterien through the execution of an accession agreement or that
 - the Co-contractor paid the recycling fee for these batteries or accumulators to its supplier and that
 - the Co-contractor is able to demonstrate to Ecobatterien that the batteries or accumulators were indeed exported as new (for instance, by producing the relevant exportation or transportation documents).
- Of recycling charges paid to Ecobatterien or its supplier on acquisition of any batteries or accumulators which it subsequently sold as new to a consumer, and for which the Co-contractor must pay foreign VAT, even though this transaction is not exempt from VAT in Luxembourg on account of exportation.
 - o This claim may be made provided that:
 - at the time the batteries or accumulators were placed on the market, a recycling fee was paid to Ecobatterien through the execution of an accession agreement or that
 - the Co-contractor paid the recycling fee for these batteries or accumulators to its supplier and that

- the Co-contractor is able to convincingly demonstrate to Ecobatterien that the batteries or accumulators were indeed sold as new outside of Luxembourg Territory.
- Of recycling charges paid to Ecobatterien or its supplier on acquisition of any batteries or accumulators which it was subsequently obliged to return due to their defective condition.
 - This claim may be made provided that:
 - at the time the batteries or accumulators were placed on the market, a recycling fee was paid to Ecobatterien through the execution of an accession agreement or that
 - the Co-contractor paid the recycling fee for these batteries or accumulators to its supplier and that
 - The Co-contractor is able to prove to Ecobatterien by producing a credit note, that it indeed took back the defective batteries or accumulators.

3. Declaration

Le Co-contractor may submit an application for reimbursement of the Recycling fee to Ecobatterien by means of the declaration form on a quarterly or annual basis, depending on its usual declaration system.

4. Annual certificate

The annual certificate the Co-contractor must produce in the context of its regular declarations of commercialization also covers the declarations of refund of the recycling fee. This certificate must be signed for approval by the person legally responsible for the Co-contractor.

5. Suspension of reimbursement

Unless otherwise agreed in writing by the Parties, the Co-contractor's right to reimbursement of recycling fees and to recycling fees paid to it, is considered void:

- if, at the latest on the 28th February each year, Ecobatterien, has not received any annual attestation concerning the reimbursement of recycling fees, for which it became possible to submit a claim during the previous calendar year;
- if the information or documents submitted by the Co-contractor do not carry sufficient weight to support the claim for reimbursement of recycling fees, either because they contain errors or flaws that may have an impact, whether direct or indirect, on the reimbursement of recycling fees.

Where applicable, Ecobatterien may demand that the Co-contractor pay back any refunded recycling fees (via a net calculation or not). The recycling fees thus demanded will be subject, without prior notice, to additional interest totalling the legally applicable interest rate plus 3%, calculated from the date at which these recycling fees were refunded to the Co-contractor.

6. Suspension of reimbursement

Ecobatterien has the right to suspend reimbursement of recycling fees if:

- the sum of recycling fees for which a refund has been claimed by the Producer or the Importer during the previous 12 months exceeds 2000 €, or if
- Ecobatterien believes that the application for reimbursement of recycling fees is incorrect and/or fraudulent, or for any other serious and valid reason.

Ecobatterien will nonetheless pay these recycling fees to the Producer or Importer immediately, when it is proved that the application for reimbursement is indeed valid and compliant with the General Conditions.

7. Refund, Invoicing

The Co-contractor may claim a refund of the amount paid in recycling fees to Ecobatterien at the time of placing batteries or accumulators on the market.

Ecobatterien agrees to send to the Co-contractor, within the time allowed under article 8§3 of the Accession agreement, an invoice including a net calculation of the recycling fees due for payment and for refund, as stipulated in these General Conditions.