

Amendment to the accession agreement

Between the two parties:

1. Ecobatterien asbl, a non profit making association under Luxembourg law, whose headquarters are situated at n°11, boulevard du Jazz, L-4370 Belvaux, represented for the purposes of this convention by its director Mr Andy Maxant, 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 purposes of this agreement by
..... its.....,
duly authorized to do so. This firm will hereafter be referred to as the
Co-contractor.

ARTICLE 1: Definitions

"Mutualised Contribution": the financial contribution, as defined in Article 7 of Ecobatterien's bylaws, which must be paid by the Co-contractor and which serves, in particular, to finance administrative costs, as well as the collection and treatment costs incurred from certain collection points by Ecobatterien in the performance of its contractual obligations.

"Waste batteries ": Any battery that is regarded as waste under article 4 (1) of the amended Law of 21 March 2012 on waste management.

"Regulation (EU) 2023/1542 of the European Parliament and of the Council of 12 July 2023": Regulation (EU) on batteries and waste batteries, amending Directive 2008/98/EC and Regulation (EU) 2019/1020, and repealing Directive 2006/66/EC.

"Amended Law of 21 March 2012": Law on Waste Management.

"Acceding Member": the Co-contractor who meets the definition of "producer" and who constitutes any manufacturer, importer, or distributor, or any other natural or legal person who, regardless of the sales method used, including through distance contracts:

- a) is established in the Grand Duchy of Luxembourg and manufactures batteries under its own name or brand, or has batteries designed or manufactured and supplies them for the first time under its own name or brand, including those incorporated into appliances, light means of transport, or other vehicles, within the territory of the Grand Duchy of Luxembourg;
- b) is established in the Grand Duchy of Luxembourg and resells, within the territory, under its own name or brand, batteries manufactured by other producers, including those incorporated into appliances, light means of transport, or other vehicles, on which the name or brand of such other producers does not appear;
- c) is established in the Grand Duchy of Luxembourg and supplies for the first time within the territory, in a professional capacity, batteries originating from another Member State or a third country, including those incorporated into appliances, light means of transport, or other vehicles; or
- d) sells batteries, including those incorporated into appliances, light means of transport, or other vehicles, by means of distance contracts directly to end users, whether or not they are private households, in the Grand Duchy of Luxembourg, and is established in another Member State or in a third country.

"Put/place on the market ": the first making available of a product on the Luxembourg market.

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

"Battery": any device delivering electrical energy generated by direct conversion of chemical energy, having internal or external storage, and consisting of one or more non-rechargeable or rechargeable battery cells, modules or of packs of them, and includes a battery that has been subject to preparation for re-use, preparation for repurposing, repurposing or remanufacturing;

“Portable Battery”: any battery that is sealed, weighs 5 kg or less, is not designed specifically for industrial use and is neither an electric vehicle battery, an LMT battery, nor an SLI battery;

‘Light means of transport battery’ or ‘LMT battery’ : any battery that is sealed, weighs 25 kg or less and is specifically designed to provide electric power for the traction of wheeled vehicles that can be powered by an electric motor alone or by a combination of motor and human power, including type-approved vehicles of category L within the meaning of Regulation (EU) No 168/2013 of the European Parliament and of the Council (43), and that is not an electric vehicle battery.

‘Starting, lighting and ignition battery’ or ‘SLI battery’: any battery that is specifically designed to supply electric power for starting, lighting, or ignition and that can also be used for auxiliary or backup purposes in vehicles, other means of transport or machinery;

“Industrial Battery”: any battery that is specifically designed for industrial uses, intended for industrial uses after having been subject to preparation for repurposing or repurposing, or any other battery that weighs more than 5 kg and that is neither an electric vehicle battery, an LMT battery, nor an SLI battery;

” Electric vehicle battery”: any battery that is specifically designed to provide electric power for traction in hybrid or electric vehicles of category L as provided for in Regulation (EU) No 168/2013, that weighs more than 25 kg, or a battery that is specifically designed to provide electric power for traction in hybrid or electric vehicles of categories M, N or O as provided for in Regulation (EU) 2018/858;

"Processing": any operation carried out on battery waste after it has been delivered to a sorting, preparation for reuse, preparation for repurposing, preparation for recycling, or recycling facility.

ARTICLE 2: Purpose of the Agreement.

The Co-contractor declares that it accedes, for batteries, including those incorporated into appliances, light means of transport, or other vehicles, which it places on the Luxembourg market and which are covered by Regulation (EU) 2023/1542, to the battery management and treatment system established by Ecobatterien. The Co-contractor undertakes to pay the agreed recycling or shared contribution set out below and to comply with the obligations described in this agreement in order to enable 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 Regulation (EU) 2023/1542, 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 Regulation (EU) 2023/1542

Industrial batteries and electric vehicle batteries are subject only to a mutualised contribution, which covers solely the costs incurred by Ecobatterien, in particular, for preparing the placing on the market declarations and/or reports related to the take-back of such battery waste, as well as the take-back of these battery wastes from operators carrying out remanufacturing or repurposing, waste treatment facilities for electrical and electronic equipment and end-of-life vehicles, and the public authorities or third parties responsible for waste management on their

behalf. Any costs related to the obligation for producers to take back and treat these batteries from their customers and distributors shall, in all cases, be borne solely by the Co-contractor.

ARTICLE 3: General considerations.

§3. The Co-contractor is regarded as a producer under Article 3(1) of European Regulation (EU) 2023/1542 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, MTL, SLI, industrial, and electric vehicle batteries placed on the Luxembourg market are subject to this Accession Agreement.”

ARTICLE 6: Separate collection of batteries.

§1. Portable and MTL Batteries

Ecobatterien organizes the separate collection of portable and MTL batteries in cooperation with selective collection points for Hazardous waste, distributors, end-of-life vehicle treatment facilities, public authorities or third parties responsible for waste management on their behalf, voluntary collection points, and treatment facilities for waste electrical and electronic equipment. Holders may deliver their batteries to these locations free of charge, subject to the specific rules applicable at each site.

§2. SLI Batteries

Ecobatterien organizes the separate collection of SLI batteries in cooperation with selective collection points for hazardous waste, distributors, operators carrying out remanufacturing or repurposing of these batteries, end-of-life vehicle treatment facilities, public authorities or third parties responsible for waste management on their behalf, voluntary collection points, and treatment facilities for waste electrical and electronic equipment. Holders may deliver their batteries to these locations free of charge, subject to the specific rules applicable at each site.

Producers who themselves carry out the operational management of SLI battery waste collected from their customers and distributors undertake to provide Ecobatterien annually with the volumes of these batteries collected through this process, the recycling channels used, and, where applicable, their authorizations and the achieved recycling rates. Prior to any transfer of SLI battery waste, a prior request must be submitted to Ecobatterien in order to ensure the compliance of the treatment channel, which must also obtain a favorable opinion from the Environmental Administration.

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

§3. Industrial and Electric Vehicle Batteries

Ecobatterien organizes the separate collection of industrial and electric vehicle batteries from operators carrying out remanufacturing or repurposing of industrial and electric vehicle batteries, end-of-life vehicle treatment facilities, public authorities or third parties responsible for waste management on their behalf, and treatment facilities for waste electrical and electronic equipment.

Producers themselves carry out the operational management of industrial and electric vehicle battery waste collected from their customers and distributors and undertake to provide Ecobatterien annually with the volumes of these batteries collected through this process, the recycling channels used, and, where applicable, their authorizations and the achieved recycling rates. Prior to any transfer of industrial and electric vehicle battery waste, a prior request must be submitted to Ecobatterien in order to ensure the compliance of the treatment channel, which must also obtain a favorable opinion from the Environmental Administration.

Moreover, Ecobatterien selects and authorizes one or more accredited collectors to collect Industrial and Electric Vehicle Batteries from distributors, importers and manufacturers located in Luxembourg. Negotiation of fees shall be done directly between the holder of Industrial and Electric Vehicle Batteries 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, including those incorporated into appliances, light means of transport, or other 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. Appendix 1 sets out the Recycling Fees by battery group since the entry into force of the system.

§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 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 placed on the market during the previous year.

ARTICLE 7 bis: Mutualised and Administrative Contribution.

§1. General Considerations

In order to help Ecobatterien to cover its administrative costs, and in accordance with the provisions described hereinafter, the Co-contractor shall pay a mutualised contribution per industrial or electric vehicle battery from 1 January 2026 and for the remainder of the term of the agreement. An administrative contribution shall be payable by the Co-contractor for each automotive cell or accumulator, for each industrial cell or accumulator used in electric or hybrid vehicles with four or more wheels placed on the Luxembourg market between 01/01/2015 and 31/12/ 2025, and for each household storage battery placed on the Luxembourg market between 01/01/2016 and 31/12/ 2025.

The amount, the calculation method, and the allocation of the various mutualised contributions shall be determined by the General Assembly of Ecobatterien upon proposal of the Board of Directors.

§2. Amount of the Mutualised Contribution

The amount of the Mutualised Contribution shall be determined in accordance with Ecobatterien's statutes. Appendix 1 sets out the mutualised contributions for the relevant batteries, as well as the retroactive administrative contributions.

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

§3. Adaptation of the Mutualised Contribution

Ecobatterien may adapt the Mutualised Contribution only once per calendar year.

For all concerned batteries placed on the market, a new Mutualised Contribution 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 Mutualised Contribution 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 Mutualised Contribution payable by Acceding or Commissioned Members.

§4. Invoicing of the Mutualised Contribution

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 Mutualised Contribution applicable to the concerned batteries 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 Mutualised Contribution applicable to the concerned batteries placed on the market during the previous year.

The Mutualised Contribution 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 Mutualised Contribution

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 or the Mutualised Contribution may be reimbursed.

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

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

- for Recycling Fees or Mutualised Contribution paid by the Co-contractor to Ecobatterien or its supplier when purchasing Batteries, including those incorporated into appliances, light means of transport, or other 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 or Mutualised Contribution paid by the Co-contractor to Ecobatterien or its supplier when purchasing Batteries, including those incorporated into appliances, light means of transport, or other vehicles, that the Co-contractor was then required to take back because of a defect. The right for Recycling Fee or Mutualised Contribution reimbursement is created when the Co-contractor is able to provide evidence (such as a credit note) that the faulty batteries were taken back.

§2. The Co-contractor may submit a request for reimbursement of the Recycling Fees or the Mutualised Contribution 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 or the Mutualised Contribution 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 or the Mutualised Contribution 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.

§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, including those incorporated into appliances, light means of transport, or other 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, including those incorporated into appliances, light means of transport, or other vehicles, that were placed on the market during the previous year. The first declaration has to be done for the 28th February of the year which follows the signature of the present Accession Agreement.

§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 Regulation (EU) 2023/1542 and the amended Law of 21 March 2012 on waste are observed.

§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, including those incorporated into appliances, light means of transport, or other vehicles, were subject to a Recycling Fee or a Mutualised Contribution, and may mention the amount of the Recycling Fee or the Mutualised Contribution.

In all cases, the Co-contractor shall at a minimum communicate the contributions separately to the end user at the point of sale of a new battery, as required by Regulation (EU) 2023/1542.

§7. Prohibition to sell batteries for which no Recycling Fee or Mutualised Contribution was paid

The Co-contractor undertakes not to place on the Luxembourg market any batteries, including those incorporated into appliances, light means of transport, or other vehicles, that were not declared to Ecobatterien. Any violation of this obligation will be considered as a serious misconduct.

§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 to dealers, undertake to ensure that their entire networks comply with the requirements listed in this paragraph.

The Co-contractor who places industrial and/or electric vehicle batteries on the market undertakes to report annually to Ecobatterien the total weight of battery waste collected within its company or from distributors, as well as the details of the treatment facilities used and the achieved recycling rates. Prior to any transfer of industrial and electric vehicle battery waste, a prior request must be submitted to Ecobatterien in order to ensure the compliance of the treatment channel, which must also obtain a favorable opinion from the Environmental Administration.

ARTICLE 10: Mandate.

An Acceding Member may appoint one or more foreign suppliers to fulfill its obligation to declare the batteries, including those incorporated into appliances, light means of transport, or other 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.

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 Regulation (EU) 2023/1542 and the amended Law of 21 March 2012. Ecobatterien is committed to obtain and keep ministerial approval, as described in the amended law of 21/03/2012.

§5. A list of Co-contractors shall be provided to the Competent Authorities in accordance with the provisions of the amended law of 21/03/2012.

§6. Ecobatterien shall send to the Co-contractor an invoice with the Recycling Fees and/or Mutualised Contribution to be paid by the Co-contractor by the end of the month during which the Co-contractor transmitted data on the batteries, including those incorporated into appliances, light means of transport, or other vehicles, that were placed on the market over the previous period.

ARTICLE 12: Control.

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

ARTICLE 13: Sanctions.

§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 and/or Mutualised Contribution along with late payment interest and a financial penalty equal to twice the amount of the unpaid Recycling and/or Mutualised Contribution.

§5. In the event the Co-contractor or, in the automotive industry, a member of its Luxembourg network, use collectors or treatment channels 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 that have been handled in this manner. 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 and/or Administrative Fees and/or Mutualised Contribution for all batteries, including those incorporated into appliances, light means of transport, or other vehicles that are placed on the Luxembourg market, until the notice expires.

ARTICLE 21: Appendices.

Appendix 1: Informative lists of batteries and contribution amounts from 01/02/2010 on, until today.

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)
(Post held)

Andy Maxant
CEO