

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.

THE PARTIES HAVE AGREED TO THE FOLLOWING:

ARTICLE 1: Definitions

The terms used in this Agreement have the following meanings:

"Competent Authority": Administration for the Environment, department for Strategy and Concepts.

"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.

"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.

"Administrative Fee": The financial contribution, as defined under Article 7 of the statutes of Ecobatterien, that the Co-contractor must pay and for the sole funding of the administrative costs incurred by Ecobatterien as part of the fulfillment of his 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.

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

"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": Luxembourg Law on Waste Management.

"Acceding Member": the Co-contractor who meets the definition of "producer" in Regulation (EU) 2023/1542 and who constitutes any manufacturer, importer, or distributor, or any other natural or legal person that, irrespective of the selling technique used, including by means of distance contracts, either:

- a) is established in the Grand Duchy of Luxembourg and manufactures batteries under its own name or trademark, or has batteries designed or manufactured and supplies them for the first time under its own name or trademark, including those incorporated in 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 trademark, batteries, including those incorporated into appliances, light means of transport or other vehicles, on which the name or trademark of those other producers does not appear;
- c) is established in the Grand Duchy of Luxembourg and supplies for the first time within the territory on a professional basis, batteries, including those incorporated in appliances, light means of transport, or other vehicles, from another Member State or from a third country; 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.

"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 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;

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

"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 producer 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.

§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 Luxembourg Confederation, 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 is submitted to retroactivity. 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 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, LMT, SLI, industrial, and electric vehicle batteries, placed on the Luxembourg market by the Co-contractor acting as a producer pursuant to Article 3(1) of Regulation (EU) 2023/1542, are subject to this 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 and LMT Batteries

Ecobatterien organizes the separate collection of portable and LMT 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.

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 Recycling Fees are 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 Recycling Fees are 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.

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 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.

§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, 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.

The Co-contractor shall transmit the data using the website provided by Ecobatterien or the declaration form mentioned in Appendix 3. 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 Regulation (EU) 2023/1542 and the amended Law of 21 March 2012 on waste 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, 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.

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.

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 March 2012.

§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 Amended Law of 21 March 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.

§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 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.

§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 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.

§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 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.

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 General Data Protection Regulation (EU) 2016/679 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 lists of batteries and contribution amounts from 01/02/2010 on, until today

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)
(Post held)

Andy Maxant
CEO