

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 under.....law, 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.

have agreed as follows

ARTICLE 2: Purpose of the agreement

Industrial batteries are subject only to a mutualised contribution, which covers solely the costs incurred by Ecobatterien in preparing, in particular, declarations of placing on the market and/or reports relating to the take-back of waste from these batteries, as well as the collection of such battery waste from operators carrying out remanufacturing or repurposing, facilities for the treatment of waste electrical and electronic equipment and end-of-life vehicles, and public authorities or third parties managing waste on their behalf. The costs associated with the obligation for producers to take back and treat these batteries from their customers and distributors shall, in all circumstances, be borne solely by the other party to this agreement.

ARTICLE 6: Separate collection of batteries

§3. Industrial batteries

Ecobatterien organises the separate collection of industrial batteries from operators involved in the remanufacturing or repurposing of industrial batteries, end-of-life vehicle treatment facilities, public authorities or third parties managing waste on their behalf, and waste electrical and electronic equipment treatment facilities.

Producers are responsible for the operational implementation of the management of industrial battery waste collected from their customers and distributors, and undertake to provide Ecobatterien annually with the volumes of such batteries collected in this way, as well as the recycling channels used and, where applicable, their authorisations and the recycling rates achieved. Prior to any transfer of industrial battery waste, a request must be submitted to Ecobatterien to ensure the treatment chain complies with regulations; this will be reported to the Environment Agency.

Furthermore, Ecobatterien selects and appoints one or more authorised collectors to collect industrial batteries from distributors, importers and manufacturers based in Luxembourg. Price negotiations will take place directly between the holder of the industrial batteries and the collector(s) appointed by Ecobatterien. A list of appointed collectors is available on the website www.ecobatterien.lu

§4. Electric vehicle batteries

Ecobatterien organises the separate collection of electric vehicle batteries from manufacturers, distributors, operators involved in the remanufacturing or repurposing of electric vehicles, end-of-life vehicle treatment facilities, public authorities or third parties managing waste on their behalf, and waste electrical and electronic equipment treatment facilities.

Where manufacturers themselves undertake the operational management of waste electric vehicle batteries collected from their customers and distributors, they undertake to provide

Ecobatterien annually with details of the volumes of such batteries collected in this way, together with the recycling channels used and, where applicable, their authorisations and the recycling rates achieved. Prior to any transfer of electric vehicle battery waste, a prior request must be submitted to Ecobatterien to ensure the compliance of the treatment chain, details of which will be reported to the Environment Agency.

Furthermore, Ecobatterien selects and appoints one or more authorised collectors to collect electric vehicle batteries from distributors, importers and manufacturers based in Luxembourg. Price negotiations will take place directly between the owner of the electric vehicle batteries and the collector(s) appointed by Ecobatterien. A list of appointed collectors is available on the website www.ecobatterien.lu

ARTICLE 7bis: Mutualised and Administrative Contribution

§1. General Provisions

In order to enable Ecobatterien to cover its costs, the Co-contractor shall pay, in accordance with the terms set out below, a pooled contribution per industrial battery from 1 January 2026 and for the remainder of the term of the agreement, and per electric vehicle battery from 1 January 2026 to 31 December 2026. An administrative contribution is payable by the Co-contractor per automotive battery, per battery used in electric or hybrid vehicles with four or more wheels placed on the Luxembourg market between 1 January 2015 and 31 December 2025, and per domestic storage battery placed on the market between 1 January 2016 and 31 December 2025.

The amount, method of calculation and allocation of the various pooled contributions are determined by the General Meeting of Ecobatterien on the recommendation of the Board of Directors.

ARTICLE 21: Annexes

The following annex forms an integral part of this contract.

Annex 1: Indicative lists of batteries and contribution amounts from 1 February 2010 to the present day.

Amendment 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