

**TRANSFER OF PRODUCER RESPONSIBILITY TO RECSEER OY****Parties**

1. Producer corporation Recser Oy
Domicile: Helsinki
VAT Reg. No: 2211231-0
Address: Käenkuja 8 D 32, 00500 Helsinki, FINLAND
2. Producer: _____
Domicile: _____
VAT Reg. No: _____
Address: _____
Representative and signatory: _____

that has been authorised for this purpose, hereafter the 'Producer'; both parties are hereinafter jointly referred to as the 'parties'.

Content of the Agreement

With this Agreement, the Producer transfers the producer responsibility of portable batteries, as defined in the Waste Act 1072/1993 and Government Decree 422/2008, to Recser Oy (Pirkanmaa Regional Environment Centre's registration number PIR-2008-Y-293). All producers transferring their producer responsibility to Recser Oy will sign agreements similar to this Agreement. The parties agree to abide by the conditions defined in the Appendix to this Agreement.

In this Agreement, portable batteries refer to batteries or battery units that are closed and can be carried by hand and that are not industrial or vehicle batteries.

Signatures

Two copies of this agreement are signed, one for each party.

Time and place: _____	Time and place: _____
Producer: _____	Producer organisation: Recser Oy
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____

Appendix 1: Terms of Agreement, 21 August 2008; Portable batteries

Appendix 2: Producer's additional information

TERMS OF AGREEMENT 21 AUGUST 2008; PORTABLE BATTERIES: batteries other than those exclusively designed for industrial or professional use; for electric vehicles; or to be used in the start-up, lighting or ignition of vehicles.

1 Definition of Producer

Under this Agreement, the Producer (of batteries) refers to any party offering batteries for sale on the Finnish market for the first time, regardless of the method of sale (including distance selling as defined in Chapter 6, Section 4 of the Consumer Protection Act (38/1978) (Appendix: Government Decree on Batteries 422/2008).

2 Scope of the Agreement

In this Agreement, portable batteries are defined as batteries or battery units that are closed and can be carried by hand and that are not industrial or vehicle batteries. (Government Decree on Batteries 422/2008).

3 Responsibilities of Recser Oy

The transfer of the producer responsibility of the batteries to Recser Oy is always complete. Partial transfers are not possible.

4 Responsibilities of the Producer

4.1 Paying the recycling fee

4.1.1 The Producer agrees to pay recycling fees for all batteries it has offered for sale on the Finnish market. **Recser Oy may issue invoices or credit memorandums.** The Producer agrees to provide Recser Oy with reports on all portable batteries that have been offered for sale on the market, as agreed between the parties, as well as annual reports required by the authorities; the former are due within 45 days of the predetermined date of submission and the latter within 90 days of the end of the calendar year.

4.1.2 Should the Producer fail to submit its report to Recser Oy within the agreed time period, the Producer accepts that it will be charged 1) according to an estimate and 2) €150 in administrative costs per estimated invoice. Settling the estimated invoice does not free the Producer from its obligation to submit a report on the portable batteries it has supplied to the market during the reporting period.

4.1.3 If the Producer repeatedly neglects

- its responsibility to provide Recser Oy with the report on time, as specified in section 4.1.1
- sent invoices, based on the responsibilities specified in section 4.1.1 or 4.1.2 above, €150 will be charged in administrative costs for each invoice.
- In addition, a failure to settle an invoice or submit a report may result in the termination of the Agreement.

4.1.4 Special conditions pertaining to the Agreement's retroactive implementation

If the Agreement enters into force according to section VII, the accumulated charges will be calculated on the basis of the sales of the relevant period.

4.2 Credit memorandum and exemption

4.2.1 Producers that have offered portable batteries for sale on the market are entitled to compensation if:

- they have paid their recycling fees, and
- the products have been taken outside Finland.

4.2.2 If the Producer recalls products after they have been offered for sale and issues a credit memorandum to the client in return, the Producer is exempt from payment if payment has not already been made, or entitled to compensation.

4.2.3 Companies are charged €15 for administrative costs if a credit memorandum is issued.

4.3 Disputing an invoice

If the Producer has not disputed an invoice sent by Recser Oy within seven (7) calendar days of its reception, the invoice shall be settled within thirty (30) days of its issue date. The Producer is obliged to pay standard interest fees for late payments. If an invoice is disputed, the Producer shall settle all undisputed parts of the invoice and submit a detailed claim, including justifications, to Recser Oy by the due date of the invoice.

4.4 Right of inspection

Recser Oy has the right to perform inspections on the reports at any given time. Recser Oy is liable for any costs incurred by such inspections. In case omissions or shortcomings in the reporting are discovered, the Producer will be responsible for the inspection costs.

5 Transfer of responsibilities 5.1 The Producer may not transfer any of its obligations under this Agreement or relevant legislation, or receive such obligations from a third party.

5.2 Recser Oy has the right to transfer this Agreement to a third party, provided that the recipient is approved or will be approved as a producer corporation of batteries as defined in the Waste Act.

6 Disclosure requirements and reports

The Producer shall inform Recser Oy of changes to its contact information or any other changes that have an effect on the implementation of the present Agreement. Unless otherwise noted, all reports required under the Agreement may be submitted in writing or via e-mail.

Duration of Agreement

7.1 The Agreement is in force as of 26 September 2008, unless the Producer provides Recser Oy with information showing that the Producer has independently met the relevant producer responsibility requirements in the period between the entry into force of the requirements and the signing of the Agreement.

7.2 This Agreement shall be in force indefinitely, starting from the date of its signing.

8 Changes

8.1 The Board of Recser Oy has the right to decide on changes to the recycling fees, calculation methods or applications. Such changes will be communicated to the Producer in writing beforehand, and they shall enter into force without further negotiations at the beginning of the next reporting period. Changes pertaining to the requirements specified in section 3 are not considered to amend the Agreement in a significant way or to justify the termination of the Agreement.

8.2 Recser Oy has the right to unilaterally amend the Agreement by board decision to ensure its compatibility with existing legislation or requirements made by authorities to Recser Oy, even when such amendments have substantial implications for the Producer's responsibilities.

8.3 The Producer shall be informed of any changes to charges or the terms of the Agreement at least 30 days prior to their entry into force.

9 Termination of the Agreement

9.1 Termination without liability

The Producer may terminate the Agreement at the end of the calendar year by giving notice 6 months in advance. Either party may unilaterally terminate the Agreement by giving notice if the producer responsibility becomes null and void or a competent authority overturns the decision of the Pirkanmaa Regional Environment Centre to approve Recser Oy as a producer corporation.

9.2 Termination due to Producer's breach

Recser Oy may unilaterally terminate the Agreement by giving notice if it discovers continuous shortcomings in the Producer's reports or if the Producer does not fulfil its obligations under this Agreement and does not settle the matter within thirty (30) days after it has received a threat of termination.

9.3 Termination due to Recser Oy's breach

The Producer may unilaterally terminate the Agreement by giving notice if Recser Oy does not fulfil its obligations under this Agreement and does not settle the matter within thirty (30) days after it has received a threat of termination from the Producer.

10 Dispute settlement

In case of a dispute regarding the validity, interpretation or applicability of the Agreement, the parties shall seek mutual understanding through negotiations. If the matter cannot be otherwise resolved, it will be settled in an arbitration proceeding in Helsinki following the arbitration rules of the Central Chamber of Commerce and involving one or more arbitrators.

In the case of producers that fail to settle recycling or other fees under the Agreement, the Helsinki District Court may also institute and conclude proceedings.



PRODUCER'S ADDITIONAL INFORMATION

** Further explanations for fields with asterisk below.*

Producer responsibility information:

Producer responsibility start date (mm/yyyy)*	
Trademarks under the battery producer responsibility	

Billing information

Billing address for printed invoices:	
E-invoice address	
E-invoice operator	

Report contact person

Name	
E-mail	
Phone	

Additional information:

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Producer responsibility start date

The producer responsibility concerning batteries became effective on 26 September 2008. If your company began offering batteries or electric or electronic devices carrying batteries on the market after 26 September 2008, please indicate the start date of producer responsibility.