

TRANSFER OF PRODUCER RESPONSIBILITY TO RECSEY OY

Parties

1. Producer organisation: Recsey Oy Ltd
Domicile: Vantaa
Business ID / VAT number: FI22112310

2. Producer: _____
Domicile: _____
Business ID / VAT number: _____
Subsidiaries included in the Agreement¹: _____
Other trading names²: _____

1) Under this Agreement, the parent company of the group may transfer the producer responsibility of any of its subsidiaries producing portable batteries to Recsey Oy. In this case, the parent company assumes the responsibility to report simultaneously on behalf of all of its subsidiaries included in this Agreement for volumes placed on the market in accordance with these terms and conditions. Further, the parent company assumes all producer responsibilities set out in this Agreement on behalf of its subsidiaries. **Give additional subsidiary information on page 4 in "additional information".**

2) Other trading names: The company's trading names, which are involved in the import or manufacture of portable batteries.

Content of the Agreement

With this Agreement, the Producer transfers the producer responsibility of portable batteries, as defined in the Waste Act (646/2011) and Government Decree (520/2014), to Recsey Oy (Pirkanmaa ELY-Centre's registration number PIRELY/558/07.00/2014). All producers transferring their producer responsibility to Recsey 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 (Government Decree on Batteries 520/2014, 2 §).

Signatures

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

Date and place: _____	Date and place: _____
Producer: _____	Producer Recsey Oy
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____

Appendix 1: Terms of Agreement 16 January 2015

Appendix 2: Producer's additional information

TERMS OF AGREEMENT 16 JANUARY 2015**1 DEFINITION OF THE PRODUCER**

Under this Agreement, the Producer (of batteries) refers to any natural person or legal person, who is domiciled in Finland and professionally places batteries, including batteries incorporated into electric and electronic equipment and vehicles, on the Finnish market for the first time, regardless of the method of sale (Government Decree on Batteries 520/2014, 2 §).

2 SCOPE OF THE AGREEMENT

The agreement applies to portable batteries placed on the Finnish market for the first time only. 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 520/2014, 2 §).

3 RESPONSIBILITIES OF RECSER OY

Recser Oy is responsible as the producer as defined in this Agreement, taking into account the requirements of the Waste Act and the Government Decree 520/2014 and the operating principles confirmed by Recser Oy. Producer responsibility for batteries is always fully transferred to Recser Oy. Partial transfers are not possible.

4 RESPONSIBILITIES OF THE PRODUCER**4.1 Payment of registration and annual fees and recycling fees**

4.1.1 The producer agrees to pay the registration and annual fees confirmed by the board of Recser Oy and, in accordance with the polluter-pays principle, the recycling fees for all portable batteries it has placed on the Finnish market based on volume. Recser Oy may issue invoices or credit memorandums. The Producer agrees to provide Recser Oy with a recycling fee report for each reporting period on all portable batteries that have been placed on the market, as agreed between the parties, as well as the 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 submit 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, it will be charged €150 in administrative costs per invoice sent.
- 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 7.1, the accumulated retrospective recycling charges will be calculated on the basis of the volumes of the relevant reporting period(s).

4.2 Credit memorandum and exemption

4.2.1 Producers that have placed portable batteries 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 placed on the market and issues a credit memorandum to the client in return, the Producer is exempt from payment if payment has not already been made, or is entitled to compensation in accordance with section 4.2.1.

4.2.3 Companies are charged €150 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 receiving it, the invoice shall be settled within thirty (30) days of its issue date. The Producer is obliged to pay interest in accordance with the late payment legislation. If an invoice is disputed, the Producer shall settle all undisputed parts of the invoice and submit a detailed claim to Recser Oy, including justifications, by the due date of the invoice.

4.4 Right of Inspection

Recser Oy has the right to inspect the reports at any given time. Recser Oy is liable for any costs incurred by such inspections. In case omissions or shortcomings are discovered in the reporting, 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, nor may it 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 organisation of batteries as defined in the Waste Act.

6 DISCLOSURE REQUIREMENTS AND REPORTS

The Producer shall inform Recser Oy of all necessary contact information and changes thereof or any other changes that have an effect on the implementation of this Agreement without delay and no later than within one month of the change taking effect. Unless otherwise noted, all reports required under the Agreement may be submitted in writing or via e-mail.

7 DURATION OF AGREEMENT

7.1 This Agreement shall be in force retrospectively from the beginning of the year in which the agreement is made, unless the Producer provides Recser Oy with information showing that the Producer has independently met the relevant producer responsibility requirements in the period from the first day of the year until the signing of the Agreement.

7.2 This Agreement shall be in force indefinitely, starting from the date it is signed.

8 CHANGES

8.1 The Board of Recser Oy has the right to decide on changes to the registration, annual and 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 in accordance with the board's decision. Changes to the requirements specified in section 4 are not considered significant amendments to the Agreement nor do they justify the termination of the Agreement.

8.2 Through a decision of the board, Recser Oy has the right to unilaterally amend the Agreement 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 modifications to charges or to 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 six months in advance. Either party may unilaterally terminate the Agreement by giving notice, if the producer is relieved of producer responsibility or a competent authority overturns the decision of the Pirkanmaa ELY Centre to approve Recser Oy as a producer organisation.

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 fulfilment of the Agreement, the parties shall seek mutual agreement through negotiations. If the matter cannot be otherwise resolved, it will be settled in an arbitration proceeding in Helsinki involving one or more arbitrators and following the arbitration rules of the Central Chamber of Commerce. In case of unsettled recycling fees or other fees under the Agreement, the Helsinki District Court may also institute and conclude proceedings.

These English-language terms of agreement ("Terms of Agreement 16 January 2015") are a translation of the original Finnish-language version ("Sopimusehdot 16.2.2015"). In the event of a conflict between the language versions, the Finnish-language terms of agreement document shall take precedence.

PRODUCER'S ADDITIONAL INFORMATION

Producer responsibility information

Producer responsibility start date (mm/yyyy) ¹	
Trademarks under battery producer responsibility	

Basic information

Address	
Postal code and city	
Country	
Phone	
Website	

Invoicing information (choose one)

1) E-invoice address and operator	
2) Email invoicing, address	
3) Invoice address for printed invoices	
Invoice reference (e.g. PO number)	
Bank details (bank and account number)	
Invoicing contact person's e-mail	

Reporting contact person

Name	
E-mail	
Phone	

Additional information²

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1) **Producer responsibility start date:** Producer responsibility for batteries became effective on 26 September 2008. If your company began offering batteries or electric or electronic devices sold with batteries on the market after 26 September 2008, please indicate the start date of producer responsibility.

2) **Additional information:** If subsidiaries are included in the Agreement, provide their VAT numbers, postal addresses and the name and e-mail address of the contact person.