

## AGREEMENT ON PERFORMANCE OF RESERVED OBLIGATIONS

concluded in accordance with the provision of Act No. 79/2015 Coll., on wastes and on amendments and supplements to certain other acts, as amended, and the provision of Section 269 (2) of Act No. 513/1991 Coll., the Commercial Code, as amended by subsequent regulations applicable in the Slovak Republic

### Producer Responsibility Organization:

**NATUR-PACK, a.s.**

Registered office: Bajkalská No. 25, 821 01 Bratislava

Comp. ID No. 35 979 798

Tax ID No. 2022130374

VAT ID No. SK2022130374

Bank details: Tatra banka, a. s.

Account No. 262 785 2644/1100

IBAN: SK26 1100 0000 0026 2785 2644

BIC – SWIFT Code: TATRSKBX

the Company is registered in the Commercial Register of the City Court Bratislava III,

Section: Sa, Insert No. 3815/B

Represented by: Ing. Vladimír Šinák, Chairman of the Board of Director

(hereinafter referred to as the “Producer Responsibility Organisation” or “PRO”)

**and**

### Customer:

Registered office:

Correspondence address:

Comp. ID No.

Tax ID No.

VAT ID No.

Bank details:

Account No. /

IBAN:

BIC – SWIFT Code:

registered in the Commercial Register of the District Court

Section: , Insert No.

Represented by:

(hereinafter referred to as the “Customer”)

enter into this Agreement on Performance of Reserved Obligations:

### Introduction

1. The Customer is, within the meaning of the provision of Section 42 (14) of Act No. 79/2015 Coll., on wastes and on amendments and supplements of certain other acts, as amended (hereinafter referred to as the “Waste Act”), a manufacturer of

- portable batteries and accumulators,
- industrial batteries and accumulators

(„portable batteries and accumulators“ and/or „industrial batteries and accumulators “ hereinafter referred to as the „BaA“).

The Customer declares that, in accordance with Section 27 (3) of the Waste Act, it is subject to the extended producer responsibility and shall perform reserved obligations. The Customer declares that, in compliance with the obligations referred to in Section 27 (4) of the Waste Act, it is obliged to ensure the fulfilment of obligations referred to in Sections 46 (1) (a) to (e), and/or in Section 47 (2) of the Waste Act and is interested in ensuring

the fulfilment thereof through PRO on the basis of a contractual relationship and in compliance with Section 27 (6) (b) of the Waste Act.

2. PRO is, within the meaning of the provision of Section 28 (1) of the Waste Act, a producer responsibility organization which, in compliance with the granted authorisation, operates a joint waste of BaA management system and which, under the terms and conditions agreed in this Agreement ensures for the Customer the performance of the reserved obligations referred to in paragraph 1 of the Introduction of this Agreement.
3. Mutual relations of PRO and the Customer are specified and governed mainly by this Agreement and then by the provisions of the Waste Act and other relevant legal regulations applicable in the Slovak Republic. Unless otherwise expressly provided for in the Act, the rights and obligations arising for the parties from the respective legal regulations and not regulated by this Agreement, shall be preserved and shall not be transferred to another person under this Agreement.
4. For the purposes of this Agreement, BaA are deemed as batteries and accumulators in the identical meaning according to the Waste Act and other legal provisions in force regulating the handling of BaA.

## **Article I**

### **Subject-Matter of Agreement**

1. PRO under the conditions stipulated by this Agreement and by the Waste Act undertakes to ensure for the Customer the following:

#### **1.1. in the case of a portable BaA manufacturer,**

- 1.1.1 collection of the spent portable BaA from the end-users in all SR regions by taking back the spent portable batteries, or collection by means of a collection point for the spent BaA,
- 1.1.2 collection of all spent portable BaA returned in the collection points pursuant to the point 1.1.1 and further handling thereof,
- 1.1.3 achievement of the collection rate of the Customer which corresponds to the collection target specified in the Annex No. 3 of the Waste Act,
- 1.1.4 processing and recycling of all spent portable BaA, collection of which he is obliged to ensure,
- 1.1.5 processing and recycling of spent portable BaA collected in the SR exceeding the aggregate scope of collection duties of the producers of portable BaA pursuant to the point 1.3 and notified to the Coordination Center, within the scope of its market share,
- 1.1.6 keeping records on the amount of produced and imported BaA, on handling of such BaA and waste generated thereof, and on fulfilment of the binding limits for collection and processing of the spent BaA in compliance with the provisions of the Waste Act,
- 1.1.7 reporting of data according to the preceding points to the respective waste management authorities, if the Waste Act or related implementing regulations stipulate so,
- 1.1.8 provision of supporting expert advisory services in the field of spent BaA. PRO commits itself to ensure for the Customer the services specified in this point to the extent of information (documents) provided (delivered) by the Customer.

#### **1.2. in the case of an industrial BaA manufacturer,**

- 1.2.1 collection of the spent industrial BaA by taking back from the end-user in the entire SR territory, regardless their chemical composition and origin, by means of a person authorized for the collection of such spent batteries and accumulators,
- 1.2.2 collection of all spent industrial BaA delivered to the person pursuant to the point 1.2.1 and further handling thereof,
- 1.2.3 achievement of the collection rate corresponding to the collection target specified in the Annex No. 3 of the Waste Act,
- 1.2.4 processing and recycling of all spent industrial BaA, collection of which he is obliged to ensure,
- 1.2.5 processing and recycling of spent industrial BaA collected in the Slovak Republic exceeding the aggregate scope of collection duties of the producers of industrial batteries and

- accumulators pursuant to the point 1.2.3 and notified to the Coordination Center, within the scope of its market share,
- 1.2.6 keeping records on the amount of produced and imported BaA, on handling of such BaA and waste generated thereof, and on fulfilment of the binding limits for collection and processing of the spent BaA in compliance with the provisions of the Waste Act,
  - 1.2.7 reporting of data according to the preceding points to the respective waste management authorities, if the Waste Act or related implementing regulations stipulate so,
  - 1.2.8 provision of supporting expert advisory services in the field of spent BaA. PRO commits itself to ensure for the Customer the services specified in this point to the extent of information (documents) provided (delivered) by the Customer.
2. The Customer undertakes to perform properly and timely the obligations pursuant to this Agreement and to the Waste Act, particularly to pay to PRO the agreed remuneration.
  3. PRO can authorize a third person to fulfil its obligations towards the Customer. In the case of authorization granted to a third person for fulfilment of the PRO obligations according to this Agreement, PRO is obliged to cooperate exclusively with third persons that have requested permissions (authorization for spent BaA collection and processing), capacities, experience, technical and material background giving a reasonable presumption of proper fulfilment of obligations that form a subject of this Agreement. In the case of breaching PRO obligations pursuant to the preceding sentence, PRO is responsible for any damage in compliance with Article II, paragraph 6 of this Agreement.
  4. PRO is not responsible for the quantity of collected, recovered and recycled spent BaA, nor for the performance of the respective obligations (reserved or others), that the Customer ensures himself, or by other persons, and/or for which he did not request to ensure the obligations under this contract by marking under the point 1. Introduction (unless, in relation to OZV, he demonstrably does so additionally before the emergence of his legal obligations).

## **Article II**

### **Scope of Cooperation and Obligations of PRO**

1. Under the terms and conditions agreed in this Agreement, PRO undertakes to provide the Customer with assistance in connection with the registration of the Customer in the Register of Producers of the reserved products administered by the Ministry of Environment of the Slovak Republic (hereinafter referred to as the "Register of Producers") in accordance with the provision of Section 27 (4) (a) in connection with Section 30 of the Waste Act and with reporting changes in the registered data, if the Customer demonstrably notifies thereof to PRO, in compliance with this Agreement.
2. PRO undertakes to ensure for the Customer the performance of the obligations specified in Article I, points 1.1.1 to 1.1.7 (in case the Customer is a manufacturer of portable BaA) and 1.2.1 to 1.2.7 (in case the Customer is a manufacturer of industrial BaA) to the extent stipulated by the legislation applicable at the time of the existence of the Customer's obligation. PRO undertakes to inform the Customer about the amount of its market share and/or its waste collection share determined pursuant to a special legal regulation for the calendar year concerned.
3. Unless otherwise expressly provided for in the specialized legislation the Customer has a right on the basis of data provided by the PRO to publish according to his own consideration and possibilities (e.g. on its web-site) the data on fulfilment of obligations under this Agreement in parallel with indication that these obligations are fulfilled by means of collective spent BaA handling system operated by PRO. The Customer has a right to use the logo displaying the system operated by PRO after a mutual agreement with the PRO. The conditions of logo application will be subject of a separate agreement.
4. PRO undertakes to provide the Customer with professional consultancy activities pursuant to Article I, 1.1.8 (in case the Customer is a manufacturer of industrial BaA) and 1.2.8 (in case the Customer is a manufacturer of industrial BaA) on the issues of the Waste Act, which includes:

- free consultancy on the issues of the Waste Act, in particular within the scope of the initial audit concerning the subject-matter of this Agreement. The initial audit shall be performed upon written request of the Customer,
- monitoring and early warning of the Customer to legislative changes in the Waste Act that directly relate to this Agreement (BaA agenda), and that may directly concern the activities of the Customer,
- communication with the Ministry of Environment of the Slovak Republic on the issues of the Waste Act to the extent of activities agreed in this Agreement.

PRO also undertakes to provide operational professional assistance and cooperation in the case of inspections carried out by the state supervision authorities (the Slovak Environmental Inspection) in the Customer premises and daily telephone and e-mail help desk. Unless PRO specifies otherwise, the professional consultancy activities and assistance respectively and/or cooperation pursuant to this paragraph is included in the remuneration pursuant to Art. I, paragraph 2 of this Agreement. PRO reserves the right to refuse or charge a fee for providing professional consultancy, if its focus or extent will exceed the extent negotiated in this Agreement.

5. PRO undertakes to submit to the Customer a confirmation on the fulfilment of legal obligations in compliance with applicable legislation for the previous calendar year, always by 31st March of the next calendar year.
6. In the case that a fine is imposed to the Customer by a valid and final decision of the competent state administration authority for waste of BaA for deficiencies caused by PRO's acts or omissions, insofar as they consist in a breach of the PRO's obligations under this Agreement and the relevant legal regulations and, at the same time, the Customer is not in delay with the proper fulfilment of any and all obligations imposed by this Agreement and/or by the relevant legal regulations, the Customer shall be entitled to claim from PRO the compensation for damage up to the amount of the validly imposed fine and the costs of administration proceedings, if any. If administrative proceedings are initiated, the Customer shall be obliged inform PRO about this fact without undue delay and if so requested by PRO, the Customer shall be obliged to appoint a representative to represent the Customer in this case, which shall be nominated by PRO. The appointed representative shall be authorized to represent the Customer in all proceedings in such matter until all possible remedies are exhausted. If PRO nominates a representative, it shall bear the costs associated with such representative.
7. The PRO has a right to perform the verification of the Customer regarding the accurateness of the submitted data whenever the PRO will request such verification. The Customer is obliged after receiving of the request from the PRO to deliver any necessary cooperation for performance of such activities as defined by the preceding sentence. The Customer accepts that the PRO is obliged, pursuant to Section 28 (4) i) of the Waste Act, to notify the potentially recognized deficiencies to the Coordination Centre and to the Slovak Environmental Inspection.
8. The PRO is also entitled to perform any activities that are allowed or imposed to the Producer Responsibility Organization by the Waste Act.
9. PRO undertakes to supply to the Customer (pursuant to Article I, paragraph 1.1.1a) a list of collection facilities that can be freely used by the Customer for application of the right of a consumer to return free of charge the spent portable BaA to the take-back system. PRO commits itself pursuant to the Article I. (1.2.1) to provide to the Customer a list of authorized persons for collection of the spent industrial BaA by taking back from the end-user.

### **Article III Rights and Obligations of the Customer**

1. The Customer shall be obliged to:
  - 1.1 keep true and complete records on quantities of BaA in accordance with the relevant provisions of the Waste Act and implementing regulations thereof;
  - 1.2 provide PRO with true and complete data and information necessary to PRO in order to perform its obligations and provide the necessary cooperation;
  - 1.3 notify the PRO without delay (within 10 days of the change) of any change in the identification data, legal status, in the subject of activity, or BaA, if this may affect the proper fulfillment of PRO's obligations, as well as changes corresponding to changes in the scope of data generated by the electronic form for the Application for entry in the register of battery and accumulator manufacturers,

which is Annex no. 2 to the Decree of the Ministry of the Environment of the Slovak Republic no. 373/2015 Coll. on the extended liability of producers of reserved products and on the management of reserved waste streams, as amended;

- 1.4 submit, at the request of PRO, documents proving the accuracy of the data provided on the quantities of BaA placed on the market of the Slovak Republic, within 30 days of the receipt of a written request to PRO;
  - 1.5 consistently fulfil the obligations prescribed by the Waste Act and other legal regulations, in particular in the cases when their performance could have an impact on the proper performance of the PRO's obligations;
  - 1.6 enable PRO to perform the verification of the correctness of the data provided.
2. The Customer shall provide PRO on a quarterly basis, with detailed, accurate and complete information on the quantities of all BaA placed on the market by the Customer in the quarter concerned, broken down by their type, material and quantity in kilograms. The Customer shall do so in writing according to the report specified in the relevant Annexes to this Agreement, however, no later than within 10 days of the following calendar quarter. The Customer is solely responsible for the content of the report referred to in this paragraph. The Customer confirms by the report delivery the trueness and completeness of the data presented therein, and these data are considered definite and binding for purposes of fulfilling the PRO's obligations pursuant to this Agreement. In the case that the Customer declares incorrect data in the report, it is obliged to immediately implement a corrective measure by submitting a corrective report. The parties of this Agreement have explicitly concluded that the delivery of the corrective report needs to be done no later than 30 days after the end of calendar quarter concerned. The corrective report can be accepted only after the consent of PRO, and in such situation the PRO is not obliged to accept the corrective report (especially in the case when PRO performed its obligations, or assured the performance of its own obligations pursuant to this Agreement).
  3. The parties of this Agreement have agreed that for the purposes of communication in connection with the performance of the Agreement, in particular the fulfillment of the obligations pursuant to the paragraph 2 of this Article they will communicate preferably electronically by means of the portal established by the PRO. For this purpose, the Customer, after concluding the contract, will receive a user name and password which will be used for electronic delivery of the pursuant to the paragraph 2 of this Article.
  4. The Customer shall affix its identification reports data and a signature of the person to whom the Customer delegated the performance of those obligations on the reports pursuant to the paragraph 2 of this Article. The Customer shall send the reports to the PRO electronically. Signature is not required when the documents (especially reports) will be delivered electronically via the OZV web portal. The Customer shall be exclusively and unconditionally responsible for the correctness and completeness of information provided to the PRO.
  5. The Customer shall be entitled to publish information about its participation in the system of collection, recycling and recovery of waste of BaA operated by PRO, and during the term of this Agreement to use, for that purpose on its products (packaging), the logo NATUR-PACK.
  6. The Customer shall be obliged to inform PRO of any changes in its identification data, its legal status or in the scope of business activities or the type, composition, quantity and characteristics of the reserved product: it shall do so within 10 days of such change. If the Customer fails to notify PRO of the change to the above data within the time period pursuant to the preceding sentence, this shall be deemed as a breach of the Agreement. In such case, PRO shall be obliged to make changes in the Register of Producers within 15 days of the date on which the Customer demonstrably notified such change.
  7. The Customer shall be obliged, at the signature of this Agreement, to provide PRO with all data mentioned in the respective Annex to this Agreement concerning the quantity of BaA placed on the SR market during the preceding calendar year, and data included in the relevant Annex to this Agreement containing registration data. All data must be accurate and complete as of the date of signature of this Agreement. The Customer shall be obliged to keep the data provided valid and complete for the entire duration of this Agreement and, if necessary, update them in compliance with this Agreement.
  8. The Customer undertakes to issue to PRO, upon request, a power of attorney, if it becomes necessary and/or useful for the proper performance of the PRO's obligations under this Agreement.

9. The parties of this Agreement acknowledge that the Customer shall solely be responsible for the completeness and accuracy of the data provided to PRO and PRO, while performing activities under this Agreement and the Waste Act, shall rely on the data provided by the Customer. With respect to the provision of Section 27 (11) of the Waste Act (by entering into the Agreement on Performance of Reserved Product by and between the producer of the reserved product and the respective producer responsibility organization, the responsibility of the producer of the reserved product for the performance of the reserved obligations shall pass to the said producer responsibility organization, in addition to the obligations pursuant to paragraphs 4 (e),(g) and (l) of the Waste Act). The Customer declares that in the case if on the basis of a final decision PRO will be obliged to pay any imposed sanction for any breach of an obligations which passed to PRO in compliance with the mentioned legal provision and whose merits will lie in the unlawful conduct of the Customer and/or any failure of the Customer to comply with the obligations under this Agreement, the Waste Act or the implementing regulations thereof, the Customer undertakes to compensate PRO, on first demand and without any restrictions, for damage incurred, up to the amount of a validly imposed sanction (fine) and the potential costs of administrative and judicial proceedings incurred by PRO.

#### **Article IV Remuneration**

1. The Customer shall pay to PRO the remuneration of the services ordered by the Customer from PRO (in accordance with this agreement) on the basis of the delivered report covering the relevant quarter. The delivery of the report is considered as a binding order, except of the cases negotiated in this Agreement (e.g. Article I paragraph 4. or Article IV, paragraph 7). The remuneration will be calculated by multiplication of the quantity of BaA placed on the market during the relevant quarter and the fees determined in the respective Annexes to this Agreement. The remuneration based on the report does not include value added tax. VAT in the applicable rate determined in accordance with the valid legislation will be added to the calculated amount of remuneration.
2. If the extent of obligations performed by PRO for the Customer, especially if the extent of obligations to perform collection and processing of BaA pursuant to the Waste Act on the basis of the quantity of BaA placed on the market during the preceding year will be pursuant to the Waste Act and related regulations substantially higher than the quantity of BaA placed to the market by the Customer during the relevant period, PRO has the right to request the Customer for a corresponding increase of the remuneration defined in paragraph 1 of this Article. If the Customer will not accept such request, both parties have the right to withdraw from this Agreement.
3. The Customer shall pay to PRO the remuneration pursuant to paragraph 1 of this Article based on the invoice issued by PRO. The invoice of PRO shall be payable within 14 days from the date of issue to the Customer, through the bank account of PRO indicated on the invoice.
4. If the invoice issued by PRO does not include all prescribed particulars within the meaning of the applicable VAT Act, or if the invoice contains incorrect data, the Customer shall be entitled to return the invoice without undue delay to PRO, specifying the missing particulars or marking the incorrect data. If the Customer was entitled to return the invoice, the maturity period shall be interrupted and a new maturity period shall start running from the delivery date of the corrected invoice to the Customer.
5. The monetary liability of the Customer to pay to PRO the remuneration paid through a bank shall be deemed fulfilled by crediting the paid amount in full to the bank account of PRO.
6. If the Customer is in delay with the fulfilment of its obligation to pay to PRO the remuneration pursuant to paragraph 1 of this Article, PRO shall be entitled to charge the Customer a default interest of 0.05% on the outstanding amount per each day of delay.
7. If the Customer fails to pay to PRO the remuneration on the due date, PRO shall send to the Customer a request for payment thereof. If the remuneration is not paid within 30 days after sending the request for payment to the Customer, PRO shall not be obliged to continue to perform those activities, in relation to which the responsibility has not been transferred under this Agreement from the Customer (as the producer of the reserved product) to PRO in compliance with Section 27 (11) of the Waste Act and, at the same time, PRO is not in delay with the fulfilment of those obligations, till the expiry of a 5-day period after the payment of the outstanding amount in full. The procedure of PRO pursuant to the previous sentence shall not

be deemed a breach of his obligations under this Agreement. The Customer declares to be aware of the above facts and acknowledges that PRO shall not be obliged to inform the Customer separately of these facts. The Customer acknowledges that in the case of delay of the Customer with the payment of its liability for more than 30 days, PRO shall be obliged to report this fact to the Co-ordination Centre.

8. The parties of this Agreement have agreed that in the case that the remuneration of PRO pursuant to paragraph 1 of this Article will not reach in the respective quarter the amount of EUR 25, excl. VAT, PRO shall be entitled to an exceptional remuneration in the amount of EUR 25, excl. VAT, covering substantive and administrative costs connected with the fulfillment of the PRO's obligations under this Agreement.

## **Article V Term and Termination of Agreement**

1. This Agreement is concluded for a definite time period, namely for the validity period of customer's registration in the Register of producers of reserved products managed by the Ministry of Environment SR (hereinafter referred to as "Register of producers"), minimally for the period of two calendar years. The Agreement enters into force and effect upon signature by both parties.
2. This Agreement can be terminated:
  - a) by written agreement of the parties;
  - b) by a notice of termination in compliance with paragraph 3 of this Article;
  - c) by written withdrawal from this Agreement by one of the parties, if the other Party breaches any of the obligations stipulated in this Agreement and such breach is not remedied even based on a written notice within the provided reasonable additional period of at least one month from the delivery date of the notice, unless the Agreement sets a different period,
  - d) by a written notice of withdrawal by PRO in the case if:
    1. the Customer is bankrupt;
    2. the Customer is in delay with the payment for the obligation arising from this Agreement lasting for more than 30 days;
    3. the Customer will perform its activities in the extent which would present a risk to PRO that it would not be able to fulfil its contractual obligations towards represented producers, especially the collection targets and binding limits of the waste management in accordance with the Waste Act;
    4. a sanction will be imposed on PRO pursuant to Article III, paragraph 10 of this Agreement.By withdrawal from the Agreement, the Agreement shall not be cancelled from the beginning but only from the date of delivery of the written notice of withdrawal to the other Party. The notice of withdrawal must be made in writing and it must be delivered to the other Party, and it must include the reason of withdrawal.
3. The Customer shall be entitled to terminate this Agreement under the terms and conditions provided in Section 27 (14) and (16) of the Waste Act. PRO is entitled to terminate this Agreement without a justification by December 31<sup>st</sup> of the calendar year, if PRO delivers to the Customer such termination notification by September 30<sup>th</sup> of the same calendar year.
4. Unless explicitly stated otherwise in this Agreement, by termination of this Agreement, the entitlement to the payment of remuneration, including the appurtenances, shall not cease, if such entitlement has arisen before the termination of this Agreement. By termination of this Agreement, the entitlement to the compensation for damage shall not cease to exist, if the reasons which led to the damage incurred during the duration of this Agreement.
5. In the event of termination of this Agreement due to revocation of the PRO, the PRO shall be obliged to refund to the Client, within 90 days, the funds paid in accordance with this Agreement for the period of the calendar year in which the decision on cancellation of the authorization became valid. Funds are returned by bank transfer to an account designated by the Customer.
6. In the event of contract termination, the customer is in the sense of Art. 30, par. 6 of the Waste Act obliged to notify the ministry the change of the registered data stated in the application or its annexes via the information system within 30 days from the effectivity of the agreement termination, and in this context primarily to notify the MoE that the obligations resulting from the EPR will not be further fulfilled by means of the PRO NATUR-PACK, but by different manner.

## **Article VI Service of Documents**

1. The documents shall be delivered to the addresses of the registered offices of the parties specified on the first page of this Agreement or in the Annex to this Agreement containing the registration data. The Party changing its registered office shall be obliged to notify such change, without undue delay, to the other Party.
2. The document is deemed to have been delivered on the date of its actual receipt or on the date of expiry of the collection period upon the deposit of the document at the respective post office.
3. If the addressee refuses to receive the document to be delivered, it shall be deemed as delivered on the day on which its receipt was refused.
4. In the case of delivery of documents related to the performance of the contract, delivery is also possible electronically by the PRO web portal except of the documents related to contract termination; the document is deemed to have been delivered at the time of its dispatch. In the case of electronic sending of reports, the report shall be deemed to have been delivered at the moment of its sending in the agreed form pursuant to the Art. III., par. 2. to 4. using the form on the web portal of the company NATUR-PACK a.s. Internet presentation system ([www.naturpack.sk](http://www.naturpack.sk)).
5. The contracting parties have agreed that for the purposes of withdrawal of the customer from the contract under Art. In point 3 of the contract, the sending of the notice shall be considered as provable only in the form of a registered item delivered in accordance with Art. VI point 1 of the contract. Upon request, the customer will provide shipment number to the PRO.

## **Article VII Other Arrangements**

1. All information provided by the parties to each other with regard to the fulfilment of the agreed commitments under this Agreement shall be considered confidential and the parties undertake not to disclose such information to any third party or use it contrary to the purposes thereof for their own needs. Confidential information shall also mean the contents of this Agreement, including Annexes hereto.
2. The parties undertake to provide each other with all necessary assistance with the implementation of the agreed commitments, and they shall notify to each other of all circumstances and information that may affect the fulfilment of the conditions stipulated in this Agreement.
3. The Party breaching its obligation arising from this Agreement shall be obliged to pay damages caused to the other Party, unless it is proven that the breach of the obligation was caused by circumstances excluding liability.
4. The confidentiality obligation pursuant to paragraphs 1 to 3 of this Article shall not apply to the fulfilment of obligations imposed by the Waste Act and other relevant legal regulations.

## **Article VIII Settlement of Disputes**

1. The parties undertake to resolve disputes, if any, primarily by agreement of the parties. In the case if no agreement is reached, any of the parties (even without the consent of the other party) is entitled to report the dispute to:
  - (a) a general court with jurisdiction is based on the relevant procedural legal regulations applying to the subject-matter of the dispute;
  - or
  - (b) an arbitration court according to the arbitration clause specified in paragraph 2 of this Article.By referral to a general court, the arbitration clause pursuant to paragraph 2 shall become null and void.
2. All disputes arising from this Agreement / Contract or related thereof, including non-contractual claims, will be settled by the General Arbitration Court SR, Dunajská 8, 811 08 Bratislava, Slovak Republic, ID No.:



51412772, with definitive validity by a single arbiter appointed by the Arbitration Court according to the internal regulations of the Arbitration Court, with the optional possibility of trial pursuant to the provision of the Section 22a (1) of the Act No. 244/2002 Coll.

### **Article IX Consent to E-invoicing**

1. By signature of this Agreement, the Customer confirms that, in compliance with the provision of Section 71(1) of Act No. 222/2004 Coll., on value added tax, as amended (hereinafter referred to as the "VAT Act"), it grants its consent to e-invoicing by PRO and, at the same time, accepts the terms and conditions of sending such invoices, as specified in paragraph 2 of this Article.
2. The Customer confirms that it agrees with the following terms and conditions for sending electronic invoices:
  - a. an electronic invoice is, within the meaning of Section 71(1) of the VAT Act, a tax document;
  - b. trustworthiness of origin and unviolated content of the electronically delivered invoice shall be secured by qualified electronic signature pursuant to the Act No. 272/2016 Coll. on Trust Services for Electronic Transactions in the Internal Market and amendment of certain acts, as amended;
  - c. PRO undertakes to send electronic invoices to the contact e-mail address for sending electronic invoices specified in the respective Annex to this Agreement containing the registration data, unless the PRO notifies provably another e-mail address for sending electronic invoices in compliance with sub-sub-paragraph (e) of this paragraph,
  - d. electronic invoices shall be deemed to have been delivered on the date of dispatch;
  - e. The Customer undertakes to inform PRO of any changes affecting the sending of electronic invoices, in particular changes to the contact e-mail address for sending electronic invoices;
  - f. the Customer confirms that it has exclusive access to the contact e-mail address for sending electronic invoices, PRO shall not be responsible for any leakage of information from the e-mail mailbox of the Customer;
  - g. PRO shall not be liable for damage to or incompleteness of data caused by malfunction during delivery through the Internet. PRO shall not be responsible for any damage caused by a failure during low-quality connection of the Customer to the Internet or incurred due to inability of the Customer to connect to (access) the Internet.
  - h. In the case if an electronic invoice is not delivered within 15 days after the end of the calendar quarter, the Customer undertakes to promptly inform about this fact PRO through the e-mail address: fakturacia@naturpack.sk. In the event of failure to fulfil the reporting obligation according to the preceding sentence, the electronic invoice shall be deemed to have been duly delivered and PRO is not obliged to prove its sending;
  - i. The Customer shall be entitled to withdraw such consent by a written notice delivered to PRO. The withdrawal of the consent shall become effective following the end of the calendar quarter following the calendar quarter in which the notice of withdrawal has been received.

### **Article X Common and Final Provisions**

1. This Agreement may only be amended in the form of a written agreement of the parties in the form of an amendment signed by both parties.
2. In the matters not regulated by this Agreement, the contractual relationship shall be governed by the applicable provisions of the Waste Act, the Commercial Code and/or other legal regulations of the Slovak Republic.
3. If any of the provisions of this Agreement is or later becomes, whether completely or partially, ineffective, the remaining provisions shall remain in force and effect. Instead of the ineffective provision and in order to fill any gaps, the legal regulation shall apply that, to the legally possible extent, approximates best the intent and purpose of the Agreement, provided that the parties considered the concerned issue when entering into this Agreement. If any provision of the Agreement concerning the rights and obligations stipulated by the Waste Act is or later comes into conflict with mandatory provisions, set out in the Waste Act (or in the implementing regulation to the said act), this fact shall not have any impact on the validity of the Agreement; however, for the regulation of the contractual relationship in this section, the legal regulation expressed in the Waste Act (in its implementing regulation) shall be decisive.

4. In the case when a need to modify the existing annex will emerge after this Agreement entering into effect, or a new annex need to be attached, a party which acquires such knowledge is obliged to notify immediately the other party on such matter of fact. The PRO is obliged to modify immediately the annex wording, or to create wording of a new annex, and the customer is obliged to provide a necessary cooperation (if it will be necessary). The new wording always replaces the original one. The annex will become a component of the Agreement by its delivery to the customer. The procedure pursuant to the point 1. of this paragraph will not be applied.
5. This Agreement has been executed in two counterparts, of which each Party shall receive one. Annexes, marked as such and are prepared in accordance with this Agreement, shall form an integral part of this Agreement.
6. The parties declare that they have read this Agreement, understood its contents and in witness of the fact that the contents of this Agreement reflect their true and free will, they have attached their signatures hereunder.

In Bratislava, dated:

PRO:

Customer:

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NATUR-PACK, a.s.  
represented by.  
Ing. Vladimír Šinák,  
Chairman of the Board of Directors

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represented by:

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represented by:

## RATES

## Recycling fees for BaA placed on the market

*Tariffs applicable from 1 January 2024*

<i>Type of BaA</i>	<i>FEES VAT exempt (€/kg)</i>
Portable batteries and accumulators	1.00
Industrial batteries and accumulators	0.27

NATUR-PACK entry fee: € 0.00

**INFORMATION CONCERNING THE CUSTOMER**

**(filling the annex is required – if it is not filled, agreement will not be processed)**

- 1. Please file the following in the Register of Electric equipment manufacturers administered by the Ministry of Environment: \***

Request for entry into the Register  Notice of change in the Register

- 2. I place on the market following BaA: \***

portable  industrial

- 3. Does your company distribute batteries and accumulators directly to the user? :\***

Company operates retail stores  Company does not operate retail stores

Note: If your company operate retail stores please go to point 4. If not, please go to point 6.

- 4. If the company distributes BaA directly to the user it is obliged to inform the user on the possibility of BaA take-back. NATUR-PACK, a. s. will supply the company the labels for marking of the sales point: \***

The company is interested in supply of the labels for marking the sales point amounting pcs  The company is not interested in supply of the labels for marking the sales point

- 5. If the company distributes BaA directly to the user NATUR-PACK, a. s. can supply to the company the container for returned spent BaA: \***

The company is interested in supply of the container for returned spent BaA ( pcs)  The company is not interested in supply of the container for returned spent BaA

- 6. The contact person responsible for sending quarterly reports and for communication with NATUR-PACK, a. s.:**

Degree, name and surname:

Position:

Telephone number:

E-mail:

- 7. E-invoicing:**

Contact e-mail for sending electronic invoices

- 8. General information about the company:**

Telephone number:

Fax:

E-mail:

Web page:

## 9. Statutory Body:

Degree, name and surname:

Position:

Permanent address:

Note: The customer will fill in only if he does not have a registered office or place of business in the Slovak Republic. An Authorized Representative must be accompanied by a copy of the Authorization.

## 10. A foreign company without a registered office or place of business in the Slovak Republic is obliged to appoint an authorized representative (legal person/natural person - entrepreneur with registered office or place of business in the Slovak Republic):

Identification data of the authorized representative:

Business name:

Place of business:

Tel.:

Fax:

Identification data of the contact person of the authorized representative:

Title, first name and last name:

Tel.:

E-mail:

Note: The Customer shall fill in only if he/she does not have a registered office or place of business in the territory of the Slovak Republic. In case of appointment of an authorised representative, a copy of the Power of Attorney must be attached.

Note: Information obligation of the BaA manufacturer pursuant to Article 27(4)(d) of Act No. 79/2015 Coll. No. 373/2015 Coll. of the Ministry of Environment of the Slovak Republic and § 5 (2) of the Decree No. 373/2015 Coll. of the Ministry of Environment of the Slovak Republic. on extended producer responsibility for reserved products and on the management of reserved waste streams is fulfilled by means of instructions for use or by providing information in person at the point of sale - for this information you can use the information leaflet, which can be downloaded at <https://www.naturpack.sk/na-stiahnutie/dokumenty-verejnost/>

\* Please tick as appropriate

**Quantities of BaA placed on the SR market during the preceding calendar year  
(filling the annex is required – if it is not filled, agreement will not be processed)**

Customer:  
Address:  
Comp. ID No.:  
Contact person:  
Telephone:  
E-mail:

**Year:**

BaA	Placed on the market (kg)
Portable	
Industrial	

.....  
stamp and signature

**QUARTERLY REPORT**

Report for \_\_\_\_\_ quarter of the year

Customer:  
 Address:  
 Comp. ID No.:  
 Contact person:  
 Telephone:  
 E-mail:

<b>BATTERIES AND ACCUMULATORS</b>	<i>Production</i> (kg)	<i>Import</i> (kg)	<i>Export</i> (kg)	<i>Take-back</i> (kg)	<i>Placing on the market*</i> (kg)
PORTABLE					
AUTOMOTIVE <sup>1)</sup>					
INDUSTRIAL					

Note: \* Production + Import – Export

<sup>1)</sup> Automotive batteries and accumulators incorporated into motor vehicles of categories M1, N1 and three-wheel motor vehicles (except motor tricycles) are not included

.....  
 stamp and signature