



# MEMBERSHIP AGREEMENT

## Portable Batteries and Accumulators

**BETWEEN:**

**SCRELEC**, a joint stock company under French law [*Société anonyme*] with a share capital of EUR 352,515, having its registered office at 52 Boulevard du Montparnasse, 75015 PARIS (FRANCE) registered under number 422 582 072 (RCS – PARIS Company Register),

Represented by its Managing Director, Mr Emmanuel TOUSSAINT-DAUVERGNE, duly authorised for the purpose of this document in this capacity,

(hereinafter referred to as “**SCRELEC**”)

ON ONE SIDE,

**AND:**

The company [company name] ..... [legal form].....

with a share capital of ..... with its registered office at [address].....

.....

.....,

registered under the number .....

Represented by his/her [title] ....., [Civil status, First

name, Last name] ..... duly authorised to

enter into this agreement,

acting on its behalf and/or, where applicable, in its capacity as agent of the natural or legal persons subject to the obligations referred to in Article R 543-128-3 of the French Environmental Code (hereinafter referred to as the “Principals”), the list of which is provided in Annex 1 hereto, where applicable,

Hereinafter referred to as “ **Member**”,

ON THE OTHER SIDE

SCRELEC and the Member are hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”.

## **WHEREAS:**

### ***Extended producer responsibility - EPR***

The principle of extended producer responsibility requires that all producers referred to in Article L.541-10 of the French Environmental Code contribute to the management of waste from the products they place on the market.

With regard to portable batteries and accumulators, referred to in paragraph 6 of the above-mentioned article of the French Environmental Code, and under R 543-124 to R 543-134 of the same code, any person located on national territory who, regardless of the sales technique used, including by means of distance communication, places batteries or accumulators on the market for the first time on national territory on a professional basis (hereinafter referred to as the “Producer”), is required to take back or have taken back the waste of these batteries and accumulators, and to process them or have them processed.

This obligation also applies to anyone who integrates portable batteries or accumulators into electrical and electronic equipment.

Producers shall fulfil their obligations in proportion to the tonnages of portable batteries and accumulators they place on the market on national territory, either by setting up an individual system or by joining and contributing financially to an approved Producers Responsibility Organisation.

### ***SCRELEC, a state-approved Producers Responsibility Organisation***

SCRELEC is a non-profit company created on 13 April 1999 on the initiative of industrialists in the electrical and electronic sectors in order to organise the collection and processing of used portable batteries and accumulators.

SCRELEC has been approved continuously by successive Inter-ministerial Orders of the Minister of Ecology, Sustainable Development and the Sea, in charge of green technologies and climate negotiations, and the Minister of the Economy, Industry and Employment since 22 December 2009.

**At the date of entering into this agreement, SCRELEC’s approval was renewed for a period running until 31 December 2024 by Inter-ministerial Order of 16 December 2021 published in the official journal of 26 December 2021,**

SCRELEC may thus propose to the Producers, on their behalf and in return for a financial contribution, to fulfil their take-back and processing obligations.

SCRELEC is a responsible player in the portable battery industry and works in partnership with all its stakeholders. SCRELEC’s environmental policy is available on its website at <http://www.screlec.fr>.

### ***Membership and the Member***

The Member, as a Producer, has wished to “join” SCRELEC. This means that it has chosen to enter into an agreement with SCRELEC to fulfil its obligations, in particular financial obligations, with regard to the take-back and processing of the batteries and accumulators it places on the market. It enters into the agreement on its own behalf and, where applicable, on behalf of the natural or legal persons listed in Annex 1 (the “Principals”).



It is in this context that the Parties have come together to enter into this agreement (the “Agreement”).

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **ARTICLE 1 - SCOPE OF THE AGREEMENT**

**1.1** The purpose of the agreement is to enable the Member, subject to the accurate declaration of the quantities of Products placed on the market and the payment of its Contribution in full to SCRELEC, to be released from its legal obligations, in accordance with the provisions of Article R. 543-128-3 of the French Environmental Code.

**1.2** The Agreement also sets out and describes the other rights and obligations of the Parties.

## **ARTICLE 2 - DEFINITIONS**

In this Agreement, the following terms shall have the meanings given to them in this Article:

**Scale:** the scale used by SCRELEC to calculate the Contribution.

**Specification:** legal act that defines and frames SCRELEC’s tasks. It is annexed to the ministerial order of 20 august 2015 relating to the approval procedure and specifying the specifications for a state-approved Producers Responsibility Organisation in the portable batteries and accumulators waste industry pursuant to article R. 543-128- 3 of the French Environmental Code, amended by the Order of 29 October 2019. The Member is invited to take note of it.

**Agreement:** this standard membership agreement, including its annexes, is identical for all Producers. Only the contacts and information listed in Annex 1 (List of Principals) and Appendix 4 (Contacts) are specific to the Member.

**Contribution:** the financial contribution paid by the Member to SCRELEC, under the conditions set out in Article 5 of the Agreement, on the basis of its legal obligations. The purpose of the Contribution is to finance SCRELEC’s activities under its approval, which are carried out on a not-for-profit basis and are in the general interest, in particular in support of the public household waste management service.

**Declaration:** dematerialised procedure by which the Member declares to SCRELEC in year N the quantities of Products placed on the market in year N-1 by itself and, where applicable, by its Principals. If the Member is concerned by the provisions of Article 4.3, a Declaration may also cover the years N-2 and N-3.

**Extranet:** dematerialised space called “Batriweb” accessible to the Member via the Website and on which it has, once created, a personal account enabling it to declare, in particular, its Products placed on the market. The Extranet can be used upon acceptance of its terms and conditions of use.

**Principals:** natural or legal persons who have entrusted the Agent to carry out, in particular, the activities relating to the Declaration and to the payment of the Contribution, on their behalf. The updating of the list of Principals in Annex 1 and the related information is carried out on the Extranet



and constitutes a contractual obligation of the Member. Furthermore, the Principal is bound by certain rights and obligations provided for in the Agreement.

Agent: person entrusted by a Principal with signing this Agreement, making its Declaration and paying the Contribution in its name and on its behalf.

Placing on the market: the manufacture, introduction or import into the national territory of Products intended for distribution to or use by the end user in the national territory;

Products: the new portable batteries and accumulators covered by the Agreement, as defined in Article R 543-125 of the French Environmental Code as *“any battery, button cell, battery pack or accumulator that is sealed and can be carried by hand and is not otherwise an industrial battery or accumulator or an automotive battery or accumulator”*. Annex 2 *“Scope”* describes the Products in more detail.

Website: all pages, including their content, whose url begins with <http://www.screlec.fr>. Access to the Website requires acceptance of its terms and conditions of use.

## **ARTICLE 3 - MEMBERSHIP PROCEDURE**

**3.1** Membership is effective upon signing this agreement electronically.

**3.2** SCRELEC undertakes to make the Extranet available to the Member, which allows it, in particular, to monitor the performance of the Agreement and facilitates exchanges between the Parties. The Extranet also provides the Member with a dedicated space to access various information and documents concerning it.

**3.3** The access codes provided to the Member to enable it to identify itself and connect to the Extranet are personal and confidential. Consequently, the Member is entirely responsible for the use of the access codes transmitted to it. Any connection to the Website and any transmission made by means of the Member's access codes shall therefore be deemed to have been made by the Member.

**3.4** Upon joining and throughout the term of the Agreement, the Member undertakes to provide SCRELEC with complete and accurate information and to keep it up to date without delay, in particular with regard to the list of Principals set out in Annex 1, if applicable.

**3.5** the Member fills in Annex 4 - Contacts - of this Agreement upon joining. It keeps its information up to date on the Extranet.

**3.6** In accordance with paragraph 2 of article L.541-10 III of the French Environmental Code, in compliance with the secrets protected by law, the Member and SCRELEC are required to allow waste management operators to access technical information relating to products placed on the market, and in particular any information on the presence of dangerous substances, in order to ensure the quality of their recycling or recovery. The Member shall provide SCRELEC with all necessary information.

## **ARTICLE 4 - THE DECLARATION**



**4.1** The Declaration allows to calculate and pay the Contribution due by the Member, which the latter undertakes to pay under the terms of the Agreement. It is carried out by the Member on the Extranet according to the procedure indicated by SCRELEC, in particular in the declaration guide available on the Extranet.

**4.2** Upon joining, the Member undertakes to send SCRELEC the Declaration relating to the quantities of Products placed on the market in year N-1 by the Member and, where applicable, by its Principals, within 30 days of the date of signing the Agreement.

**4.3** In addition, the Member undertakes, if it applies to him :

- (i) to transmit to SCRELEC, within the same 30 day term referred to in 4.2, the Declarations relating to the placing on the market in years N-3 and N-2 that it has not declared or that its Principals have not declared,

And

- (ii) to pay the corresponding Contributions, calculated on the basis of the scale in force at the date when they should have been effectively paid by the Member.

**4.4** This obligation does not apply to Products that have been the subject-matter of an agreement with another approved Producers Responsibility Organisation or covered by an individual system approved for the Sector.

**4.5** Regarding subsequent years, the Member shall make a Declaration on the Extranet, no later than the date of year N communicated to it by SCRELEC, and in any event before 1st March, of the quantities of Products the Member has placed on the market in year N-1, in accordance with the procedure and instructions given by SCRELEC.

**4.6** Following each Declaration, the Member shall provide a certificate of veracity drawn up by one of its duly authorised legal representatives, its *commissaire aux comptes* or its chartered accountant certifying that the quantity of Products declared actually corresponds to all the Products that the Member is legally required to declare. The transmission and signature of this certificate are carried out electronically from the Extranet.

## **ARTICLE 5 - CONTRIBUTION – SCALE**

### **5.1 General principles**

**5.1.1** The Member undertakes to declare and contribute for the quantities of Products placed on the market in year N-1 by itself and, where applicable, by all its Principals.

**5.1.2** The scale of contributions is modulated according to environmental criteria for portable batteries and accumulators of homogeneous electrochemical pairs.

**5.1.3** The methods of calculating the Scale and the details of its modulations on the day of signing the Agreement are specified in Annex 3.

### **5.2 Scale revision**



**5.2.1** The Scale is set by SCRELEC's Board of Directors on the basis of the resources that SCRELEC must have at its disposal in order to achieve the objectives defined in its Specification by the public authorities.

**5.2.2** It may be revised for each Contribution year. In the event of a revision, the new Scale shall apply to the Member as from 1 January of the relevant Contribution Year.

**5.2.3** After informing the Ministries that signed SCRELEC's approval and the state representative (*Censeur d'État*), the new Scale shall be made public, in particular by mentioning it on the Website, at least 3 (three) months before it comes into force, together with the criteria justifying its amendment.

### **5.3 Modulation revision**

**5.3.1** Modulations may be revised, under the conditions of Article R.541-99 of the French Environmental Code, after agreement by the Minister in charge of the Environment and consultation of the SCRELEC Stakeholder Committee (*Comité des parties prenantes*) provided for in I of Article L. 541-10 of the French Environmental Code.

**5.3.2** The Member shall be informed of any developments as soon as possible after their final adoption.

**5.3.3** In the event of a revision, the new modulations shall apply to the Member as from 1 January of the Contribution year concerned.

### **5.4 Payment of the Contribution**

#### **5.4.1 General principles**

The Contribution is paid in the form of quarterly advance payments calculated by applying the Scale in force in year N to a base representing one quarter of the quantities of Products declared to SCRELEC by the Member for the whole of the previous year.

The provisional Contribution thus calculated for each calendar year shall be invoiced by SCRELEC to the Member according to the following schedule:

- by 31 December of year N-1 at the latest for the quarterly advance payment n°1
- by 31 March of year N at the latest for the quarterly advance payment n°2
- by 30 June of year N at the latest for the quarterly advance payment n°3
- by 30 September of year N at the latest for the quarterly advance payment n°4

As an express exception to the provisions of the two preceding paragraphs and regardless of the quantity of Products declared, the Member's Contribution may not be less than the amount of the Scale's minimum flat-rate contribution ("the Flat-rate Contribution"). In this case, a single annual advance payment shall be invoiced to the Member by 30 June of year N at the latest.

#### **5.4.2 Adjustment**

Upon receipt in the first quarter of year N of the Declaration of the quantities of Products placed on the market in year N-1, SCRELEC shall adjust the amount of the Contribution due by the Member in respect of year N, after deduction of the quarterly advance payments already paid or the annual advance payment of the Flat-rate Contribution.

This adjustment of the amount of the Contribution shall result into the issue of an invoice.



In the event that SCRELEC has received a larger Contribution for quarterly advance payments than that actually due by the Member, the overpayment shall be deducted from the amount of the quarterly advance payments for the following year.

However, if the Member no longer owes further advance payments to SCRELEC, SCRELEC undertakes to reimburse the overpayment within 30 days from the end of the month following receipt of the reimbursement request.

#### **5.4.3 Maturity**

The contributions referred to in Article 4.3, the quarterly advance payments, the Flat-rate Contributions as well as the annual adjustment of the Contribution shall each be the subject of an invoice issued by SCRELEC, payment of which must be made by the Member within 30 (thirty) days of the end of the month.

#### **5.4.4 Payment methods**

Invoices issued by SCRELEC are in principle paid by bank transfer.

However, the Member may make payments by cheque after having obtained the prior written agreement of SCRELEC.

No discount shall be granted for cash payment.

#### **5.4.5 Member's failure to pay**

If invoices are not paid on time, SCRELEC reserves the right to automatically suspend the Member's membership, without this suspension constituting, in particular, a fault that may trigger SCRELEC's liability, or give rise to any discount or compensation in favour of the Member.

Furthermore, any sum not paid as of the due date of the corresponding invoice shall lead automatically, without prior notice:

- on the one hand, to late payment interest at a rate equal to three times the legal interest rate in force, in accordance with the provisions of Article L 441-10 of the French Commercial Code. Interest shall accrue from the day following the date of payment shown on the invoice until the day of full payment. Any month started shall be due in full,
- on the other hand, a lump sum compensation, in accordance with Article D.441-5 of the French Commercial Code, for collection costs in the amount of 40 euros, without prejudice to SCRELEC's right to request additional compensation if the collection costs it has incurred exceed the amount of the lump sum compensation.

The provisions of this Article are without prejudice to the possible and cumulative application of the provisions of Article 5.5 below.

#### **5.4.6 Late declarations**

In the event of late Declarations, the Member shall adjust the Contributions due up to the amount of the last three financial years (i.e. the financial year during which the Member makes the Declaration in respect of the tonnages of Products placed on the market the previous year and the two previous financial years). The quantities that have been the subject-matter of an agreement with an approved



Producers Responsibility Organisation or that are covered by an approved individual system for the waste portable batteries and accumulators sector are not required to be adjusted.

The amount of the contribution due shall be calculated on the basis of the scale in force at the date when the obligations were in force.

## **5.5 Checks**

In order to guarantee fairness between Members, SCRELEC may, at any time during the performance of the Agreement, and for a period of 1 (one) year after its termination, on any basis, carry out any verification of the Member's Declarations, on its own or by means of an expert agent, while the Member must make available to SCRELEC or its agent all documents useful for the verification and in particular any statement, invoice, accounting document and certificate proving the Member's compliance with the provisions of article 5.1.1

Any verification that leads to establish a difference of whatever amount in respect of the figures communicated by the Member upon its Declarations, shall require SCRELEC to make an additional adjustment.

In the event of bad faith on the part of the Member, the payment corresponding to this adjustment shall be accompanied by the late payment interest provided for in Article 5.4.5, which will start to run from the date on which this payment should have been made until the day of full payment.

## **ARTICLE 6 - TERM AND EFFECTIVE DATE OF THE AGREEMENT**

**6.1** The Agreement is entered into for a fixed term starting retroactively from 1 January of the year in which the Agreement is signed by the Member and expiring on 31 December of that year.

At the end of this period, it shall be renewed by tacit agreement for subsequent periods of 1 (one) year each, unless it is terminated by either Party by registered letter with acknowledgement of receipt, sent no later than 3 (three) months before the expiry of the current period.

In the event of non-renewal of the Agreement, the Parties expressly agree that notwithstanding its termination, the Member shall pay any Declaration invoiced.

**6.2** It is expressly agreed that the non-renewal of the Agreement, on any of its due dates, shall be carried out without any compensation by either party.

**6.3** In accordance with paragraph 3 of article R.541-119 of the French Environmental Code, the Member is reminded that it is responsible for paying the financial Contribution to another approved Producers Responsibility Organisation designated, where applicable, by the Minister in charge of the environment in the event of SCRELEC's default as provided in article R. 541-124 of the French Environmental Code.

## **ARTICLE 7 - SCRELEC' OBLIGATIONS**

**7.1** SCRELEC undertakes to use the Contribution to finance the obligations resulting from its approval in accordance with its Specification. Generally, SCRELEC uses the Contribution to support prevention, organise and finance each year the separate collection, removal and processing of Products as well as



information and communication actions and research and development for separately collected waste portable batteries and accumulators on the national territory.

**7.2** SCRELEC also undertakes to transmit to ADEME, on behalf of the Member, all the information required to be registered and to transmit the Declarations to the national register for batteries and accumulators taken in application of Article L.541-10-13 of the French Environmental Code:

- Proof of membership with SCRELEC
- Data on products placed on the market, including the rate of incorporation of recycled material in these products;
- Data on the waste management from these products, including, where appropriate, material flows;
- Relevant data to monitor and determine quantitative and qualitative waste prevention and management targets.

It is the Member's responsibility to provide SCRELEC with the information relating to its Products required by ADEME.

**7.3** SCRELEC may provide the Member each year with a confirmation of payment of its Contribution.

**7.4** SCRELEC undertakes to inform the Member of the actions that SCRELEC carries for purposes of its approval.

**7.5** SCRELEC undertakes to allow the Member to access technical information from waste management operators in order to facilitate the eco-design of its products.

**7.6** SCRELEC undertakes to ensure that the amount guaranteed by the financial mechanism mentioned in Article L. 541-10-7 be transferred to another approved Producers Responsibility Organisation designated under the conditions laid down in the same article.

**7.7** Pursuant to Article L.541-10 III of the French Environmental Code, in the event the Member changes the approved Producers Responsibility Organisation, the "share of the Member's contributions that has not been used", where it exists, and which must be transferred, shall be determined on the basis of calculation rules that will be communicated to the Member as soon as possible following the signing of this agreement. In any event, these rules shall be communicated to the Ministries signing the SCRELEC Approval order and to the stakeholders representing the interests of the producers to whom this Agreement is offered.

At a minimum, "contribution that has been used" means

- any sums committed or provisioned by SCRELEC for the performance of its tasks under the agreement,
- The sums used to create the financial capacity necessary for the approval of SCRELEC,

The transfer of the "Member's contributions that has not been used" cannot take place before the end of the financial year in which the Member changes Producers Responsibility Organisation.

## **ARTICLE 8 - EARLY TERMINATION OF THE AGREEMENT**



**8.1** If one of the Parties fails to comply with any of the clauses of the Agreement, the other Party shall be entitled to automatically terminate it and without any legal action being required, 30 (thirty) days after sending a formal notice to perform served by registered letter with acknowledgement of receipt that has remained without effect, the prejudiced Party being entitled to request judicial compensation for all of its losses.

**8.2** The Agreement shall also be terminated automatically in the event of withdrawal or non-renewal of SCRELEC's approval, without compensation of any kind for either party.

**8.3** In the event of early termination of the Agreement, in the above-mentioned cases, any Contribution invoiced by SCRELEC must have been paid for the termination to be effective. SCRELEC then undertakes to transfer to the new Producers Responsibility Organisation with which the Member wishes to enter into an agreement the part of the contributions paid by the Member to SCRELEC and which has not been used.

## **ARTICLE 9 - INTELLECTUAL PROPERTY**

**9.1** SCRELEC is the sole holder of the intellectual property rights relating to its trademarks and logos.

However, the Member shall have the option, during the term of the Agreement only, of indicating on its Products and their packaging that their collection and recycling are provided by SCRELEC.

If the Member wishes to make use of this option, it must inform SCRELEC for the purpose of obtaining its prior written agreement.

**9.2** The Member authorises SCRELEC to mention its company name and logo for its institutional communication or as a commercial reference (in its presentation brochures, annual reports, or other publications with a small print run or on web pages that are not widely visited) for the entire term of the agreement. Any other use shall require the prior agreement of the Member.

## **ARTICLE 10 - GDPR**

**10.1** In the performance of this Agreement, the Parties undertake to comply with the applicable regulations in force regarding the protection of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, "GDPR"). SCRELEC acts as a processor under Article 4.8 of the GDPR and the Member acts as a data controller under Article 4.7 of the GDPR. The personal data processed in the context of the performance of this Agreement (hereinafter "Personal Data") are data that allow a unique person to be identified within the meaning of Article 4 of the GDPR.

**10.2** For the performance of the services covered by this Agreement, the Member: (i) determines and makes available to SCRELEC the Personal Data that SCRELEC will be required to process, and (ii) chooses the data subjects concerned. The nature of the operations to be carried out on the Personal Data, as well as the purpose(s) of the processing are defined in the Agreement and on the Extranet.



**10.3** In view of the above, SCRELEC undertakes to implement security measures in accordance with the requirements of Article 32 of the GDPR and shall assist the Member in guaranteeing compliance with the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to SCRELEC.

In particular, SCRELEC and any person acting under its authority who has access to Personal Data:

- Processes Personal Data under the Agreement only on the documented and written instruction of the Member and only for the purpose of performing the Agreement.
- Implements all necessary technical and organizational measures to prevent unauthorized access, disclosure, alteration or deletion of Personal Data;
- Shall not disclose the Personal Data to third parties, whether free of charge or for a fee, except to the Additional Sub-processors mentioned in Article 10.4;
- Is authorised to process on behalf of the Member the Personal Data necessary to provide the services covered by this Agreement;
- Processes Personal Data only for the sole purpose(s) associated with the Agreement;
- Processes Personal Data as Confidential Information under Article 11 below.
- Deletes the Personal Data within fifteen (15) calendar days of fulfilment of its obligations and provides the Member with a certificate of destruction of all Personal Data within three (3) days of such destruction, unless storage of the Personal Data is required by applicable law.

**10.4** The Member agrees that SCRELEC may use the services of Sub-processors within the meaning of the GDPR to carry out specific processing activities on behalf of the Member (this may include, for example, Extranet maintenance and development services). SCRELEC undertakes to impose on the Sub-processors the same obligations regarding the protection of Personal Data as those set out in this Agreement.

**10.5** The Member may exercise its rights of access, rectification, erasure and to object, right to restriction of processing, right to data portability and right not to be the subject of an automated individual decision-making (including profiling) by sending an email to [rgpd@screlec.fr](mailto:rgpd@screlec.fr).

**10.6** SCRELEC shall notify the Member of any breach of Personal Data (including any unauthorised access, disclosure, modification or deletion) immediately after becoming aware of it and by email. This notification shall be accompanied by all relevant documentation.

## **ARTICLE 11 - CONFIDENTIALITY**

**11.1** SCRELEC undertakes to keep confidential and, consequently, not to disclose to any third party the documents, information or data communicated to it by the Member under the Agreement (the “Confidential Information”), unless said disclosure is required for the performance of a contractual obligation of SCRELEC under this Agreement, or in application of the provisions relating to statistical reporting set out in SCRELEC’s specifications, or by law or regulations, or for the purposes of legal proceedings.

**11.2** The Member agrees, however, that the information and data concerning it is necessary for the management of its membership and the performance of the Agreement and that it may therefore be kept by SCRELEC.



## **ARTICLE 12 - PROOF OF TRANSACTIONS**

It is expressly agreed that the e-mails and their attachments exchanged between the Parties as well as the data transmitted by the Member on the Extranet also constitute proof of the transactions between the Member and SCRELEC.

## **ARTICLE 13 - ACCESS TO THE WEBSITE AND THE EXTRANET**

SCRELEC undertakes to make its best efforts to secure access, consultation and use of the Extranet and the Website in accordance with the rules of use of the Internet, in particular concerning protection against viruses.

SCRELEC shall make its best efforts to ensure that the Extranet is accessible 24 hours a day, 7 days a week, except in the event of force majeure or the occurrence of an event beyond SCRELEC's control and subject to any breakdowns affecting the Website and maintenance operations necessary for its proper functioning.

Maintenance work may be carried out without prior notice to the Member.

The Member declares that it accepts the characteristics and limits of the Internet, and in particular acknowledges that :

- it is its responsibility to take all necessary measures to ensure that the technical characteristics of its equipment allow it to consult the Extranet and the Website and to download the data;
- it is aware of the nature of the Internet, in particular its technical performance and the response times required to consult, query or transfer information;
- it is its responsibility to take all necessary measures to protect its own data and/or software against contamination by any viruses that may be circulating through the Extranet and the Website;
- its use of the Extranet and the Website is under its sole responsibility; the Extranet and the Website are accessible to it "as is" and according to their availability;
- it is solely responsible for its downloads and for any damage to its computer and/or loss of data resulting from its downloads or, more generally, from consulting the Extranet and the Website;
- the communication of its access codes or, in general, of any information deemed confidential is done under its own responsibility.

## **ARTICLE 14 - GENERAL PROVISIONS**

**14.1** The Parties undertake to comply with the regulations in force, in particular those relating to labour law, health protection and safety.

**14.2** In the event that an Agent is appointed, the latter undertakes to provide SCRELEC, on request, with the mandate it holds from the Principal. The Agent may appoint a natural or legal person established in France in accordance with Article R541-174 of the French Environmental Code.



Furthermore, in accordance with the above-mentioned article, the agency agreement must provide “that the contributions and modulations provided for in application of Articles L. 541-10-2 and L. 541-10-3 passed on by the agent to the producers concerned may not be subject to a reduction.

**14.3** In the event of the invalidity of any of the provisions hereof, the Parties shall seek in good faith valid equivalent provisions. In any case, the other provisions shall remain in force.

**14.4** It is noted that any change is strictly regulated by the Specification. Any change of a provision of the Agreement shall be subject to the express acceptance of the other Party.

However, as an exception :

- the information contained in Annexes 2 and 3 may be modified unilaterally by SCRELEC after prior notification of the Member, either following a change in the law or regulations or under the conditions specified in Article 5.
- Furthermore, SCRELEC may, at the request of the Member, unilaterally change the information in Annex 1 and Annex 4 relating to the list of Principals and the Member’s contacts

**14.5** No tolerance on the part of SCRELEC, even if repeated, shall constitute a waiver by SCRELEC of any of the above provisions.

## **ARTICLE 15- FORCE MAJEURE**

**15.1** Neither Party may be held liable if the performance of the Agreement is suspended, delayed or prevented due to force majeure, as defined in Article 1218 of the French Civil Code and by the French courts, on the part of the other Party or a third party.

**15.2** The Party that intends to invoke such force majeure must inform the other Party without delay and by any means, confirming this information by registered letter with acknowledgement of receipt within 15 (fifteen) days.

**15.3** If, as a result of force majeure, one of the Parties must suspend the performance of the Agreement, this interruption may not exceed 30 (thirty) days, failing which the other Party shall be entitled to automatically terminate the agreement without compensation for either party.

## **ARTICLE 16. ENTIRE AGREEMENT**

The Agreement expresses the entire agreement of the Parties. All previous contracts or agreements relating to the same subject matter are revoked and replaced in all their provisions by this Agreement.

## **ARTICLE 17 - LANGUAGE OF THE AGREEMENT, APPLICABLE LAW, SETTLEMENT OF DISPUTES**

**17.1** The Agreement has been drafted in the French language, which shall be the only language applicable between the Parties.



**17.2** The Agreement is subject to French law.

**17.3** Any dispute relating to the interpretation, execution, performance or termination of the Agreement shall be subject to a prior attempt at amicable settlement between the Parties.

**17.4** If the Parties fail to reach an amicable settlement at the end of a period of one (1) month from the written request of the most diligent Party, the dispute shall be brought before the Commercial Court of Paris.

**17.5** The foregoing provisions shall not, however, prevent the Parties from taking, before any competent court, any interim or urgent measures necessary to preserve their mutual interests.

Signed in duplicate, in Paris, on .....

For the company SCRELEC  
Emmanuel Toussaint Dauvergne

For the Member  
Last name First name.....

Managing Director

Function:



**ANNEX 1 – LIST OF PRINCIPALS (AT THE DATE OF SIGNING THE AGREEMENT)**

<b>Company</b>	Company name	
	Adress	
	Postal code	
	City	
	Country	
	Legal category	
	Registration number	
	Intracommunity VAT number	
	APE code / activity sector	
	Website	-
<b>Representative</b>	Civil status	
	Name	
	First name	
	Title	
	E-mail	-
	Tel. Fixe number	
	Mobile phone	

<b>Company</b>	Company name	
	Adress	
	Postal code	
	City	
	Country	
	Legal category	
	Registration number	
	Intracommunity VAT number	
	APE code / activity sector	
	Website	-
<b>Representative</b>	Civil status	
	Name	
	First name	
	Title	
	E-mail	-
	Tel. Fixe number	
	Mobile phone	



## ANNEX 2

### THE PRODUCTS : PRESENTATION PORTABLE BATTERIES AND ACCUMULATORS

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*What the regulations provides with regard to battery waste*

Three families of batteries and accumulators are defined in Article R. 543-125 of the French Environmental Code:

- **Portable batteries or accumulators:** A portable battery or accumulator is any battery, button cell, battery pack or accumulator that is sealed and capable of being carried by hand and is not otherwise an industrial or automotive battery or accumulator;
- **Automotive batteries or accumulators:** An automotive battery or accumulator is any battery or accumulator designed to power an automotive starting, lighting or ignition system;
- **Industrial batteries or accumulators:** An industrial battery or accumulator is any battery or accumulator designed for exclusively industrial or professional purposes or used in any type of electric vehicle.

The scope of this agreement concerns portable batteries and accumulators only.

The list provided below is non-exhaustive and has been designed for educational purposes. This list and its iconography are intended to facilitate the understanding of the regulatory texts.





## Piles et accumulateurs portables inclus dans le périmètre du présent contrat

### PILES BÂTON

**Typologie :** LR6-AA, LR03-AAA, LR61-AAAA, LR20-D, LR14-C, LR01-N...

**Technologies :** alcaline, saline, lithium

**Usage :** télécommande, lampe de poche, souris sans fil, radio, réveil, alarme...



### PILES PLATES

**Typologie :** 3LR12, 6LR61, 4LR25...

**Technologies :** alcaline, saline

**Usage :** lampe de poche, pése-personne, jouet télécommandé, détecteur de fumée...



### PILES BOUTON

**Typologie :** LR44, CR2032, BR2032, PR2032, SR2032...

**Technologies :** alcaline, lithium, oxyde d'argent, zinc-air, zinc-argent...

**Usage :** calculatrice, montre, clé de voiture, appareil auditif, compteur vélo...



### BATTERIES D'OUTILLAGE

**Technologies :** nickel-métal hydrure (Ni-Mh), lithium-ion (Li-ion), nickel-cadmium (Ni-Cd)...

**Usage :** perceuse-visseuse, scie, ponçuse, taille-haie, coupe-bordure, tondeuse...



### BATTERIES D'APPAREILS ÉLECTRONIQUES ET INFORMATIQUES

**Technologies :** lithium-ion (Li-ion), lithium-polymère (Li-Po)

**Usage :** ordinateur portable, tablette, smartphone, appareil photo, caméra, casque sans fil...



### PETITES BATTERIES PORTABLES AU PLOMB

**Usage :** onduleur, système de sauvegarde, alarme, gros jouet...



### ÉLECTRIFICATEURS DE CLÔTURE (PILES OU BATTERIES)

**Technologies :** alcaline, plomb

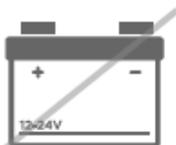


## Piles et accumulateurs automobiles et industriels exclus du périmètre du présent contrat

### BATTERIES AUTOMOBILES

**Technologies :** plomb, lithium-ion (Li-ion)

**Usage :** démarrage, éclairage et allumage automobile (autos, motos, camions, bus...)



### BATTERIES INDUSTRIELLES

**Technologies :** plomb, lithium-ion, Ni-Cd, Ni-Mh...

**Usage :** exclusivement industriel ou professionnel, y compris les piles béton Li-SOCl<sub>2</sub>, au chlorure de thionyle



**Usage :** véhicules électriques dont la micro-mobilité (batteries de vélos à assistance électrique, trottinettes électriques...).



## ANNEX 3 - SCALE – MODULATION

Scale and modulations applicable on the day the Agreement is signed:

### ● ● ● ● SCRELEC - PRICE LIST FOR BATTERIES 2022

Applicable at 1<sup>st</sup> of January, 2022

Secondary Batteries / Accumulators		Contribution in Euros excl. taxes per kilo
<u>Secondary Lithium</u>		0,515
<u>Nickel Metal Hydride (Ni-MH)</u>		0,201
Lead		0,560
Nickel-Cadmium (Ni-Cd)		1,000

Primary batteries		Contribution in Euros excl. taxes per kilo
<u>Alkaline</u>		0,402
<u>Zinc carbon</u>		0,804
<u>Primary lithium (cylindrical)</u>		2,524
<u>Button Cell (alkaline, lithium, silver oxyde, zinc air...)</u>		3,700
Zinc Air		0,440

Bonus		Contribution in Euros excl. taxes per kilo
<u>Lithium accumulators with Cobalt</u>		0,489
<u>Nickel metal hydride (Ni-MH) cylindrical</u>		0,195

> Bonuses are detailed on page 2 > The annual contribution may not be less than 150€ excl. taxes.

### ● ● ● ● BONUS DETAILS



#### ● LITHIUM ACCUMULATORS WITH COBALT

Different families of lithium batteries coexist.

Some, based on cobalt (LCO, NCA, NMC), have a positive economic and environmental impact due to their composition and lifetime. Therefore, Screlec chose to introduce a bonus for this category.

The other families of lithium batteries, without cobalt (LMO, LFP), are not concerned by this bonus.

#### ● NICKEL METAL HYDRIDE (NI-MH) Cylindrical (less than 30 g)

Nickel Metal Hydride cylindrical batteries (less than 30g) can be used to replace alkaline batteries of the same size. Used in similar conditions, those accumulators have less impact on the environment.

Screlec is a non-profit Producers Responsibility Organisation. Screlec's members finance, through their eco-contributions, the costs of collection, sorting and recycling services for portable batteries and accumulators placed on the market, as well as communication and operating costs.

The sector is still mainly financed by companies' eco-contributions (80%). The remaining 20% comes from recycled metals which have a positive economic value.

The eco-contribution scale is revised every year in order to be adapted to:



- the changing regulatory environment
- recycling constraints that are becoming more complex, with the arrival of new technologies
- new safety standards for recycling facilities
- guidelines on how to increase the use of the most environmentally friendly technologies with a positive economic impact
- changes in the prices of collection and recycling service providers

The scale is carefully studied with the various players in the sector, to defend the interests of members and maintain a fair eco-contribution in the general interest.

No profit is made by Screlec.

At the producer's justified request, SCRELEC shall limit the amount of the premium or penalty to 20% of the pre-tax selling price of its product" (L541-10-3)



## ANNEX 4 – CONTACTS

### I- PERSON IN CHARGE OF THE DECLARATIONS OF PLACING ON THE MARKET

LAST NAME / FIRST NAM : ..... E-MAIL : .....

TITLE : ..... TEL : ..... FAX : .....

**Is it an agent ?**

YES

NO

### II- PERSON IN CHARGE OF THE PAYMENT OF INVOICES

LAST NAME / FIRST NAM : ..... E-MAIL : .....

TITLE : ..... TEL : ..... FAX : .....

BILLING ADDRESS (IF DIFFERENT FROM COMPANY ADDRESS) :

**Is it an agent ?**

YES

NO

### III- LEGAL REPRESENTATIVE OF THE MEMBER AUTHORISED TO ISSUE THE CERTIFICATE OF VERACITY

PERSON SIGNING THE AGREEMENT

IF OTHER :

LAST NAME / FIRST NAM : ..... E-MAIL : .....

TITLE : ..... TEL : ..... FAX : .....

**Is it an agent ?**

YES

NO

