

**Certification of membership in
a producer responsibility
organisation**

Company name: **RS Components Sp. z o.o.**

Registered office at: ul. Domaniewska 48,
02 – 672 Warszawa, Polska

ID.No.: PL 7010263911

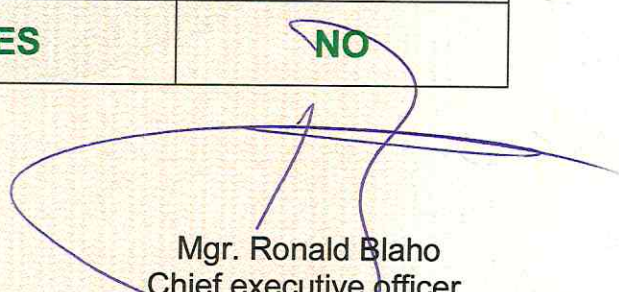
Registration number of the certificate: SK-020013B&A

Producer of batteries and accumulations meets its waste batteries and accumulators's collection and recovery obligations according to the act No. 79/2015 Coll. on waste by the producer responsibility organisation ASEKOL SK.

Certificate applies for the types of batteries and accumulators as follows:

Portable	Industrial	Automotive
YES	YES	NO

In Bratislava, on 02.04.2020



Mgr. Ronald Blaho
Chief executive officer
ASEKOL-SK s.r.o.

Name: RS Components Sp. z o.o.

Company Identification Number (IČO):

Tax Identification Number (DIČ):

VAT Identification Number (IČ DPH): PL 7010263911

Registered office/place of business: ul. Domaniewska 48, 02-672 Warszawa, Polska

Registered in the Commercial Register/the Trade Licensing Register maintained at: Companies Registry Office Sąd Rejonowy dla m.st. Warszawy w Warszawie, XII Wydział Gospodarczy, Numer KRS: 0000368091

Section:

Insert No.:/ Trade Licensing Register No.:

Acting by and through / Represented by: Mrs. Karolina Batory, Executive Director

Bank details: Bank account No.:

IBAN:

E-mail address: international@take-e-way.de

(the "producer of batteries and accumulators" or the "producer")

and

Name: ASEKOL SK, s. r. o.

Company Identification Number (IČO): 45 602 689

Tax Identification Number (DIČ): 2023076594

VAT Identification Number (IČ DPH): SK2023076594

Registered office at: Lamačská cesta 45, 841 03 Bratislava

Registered in the Commercial Register maintained at the District Court Bratislava I

Section: Sro

Insert No.: 66339/B

Acting by and through: Mgr. Ronald Blaho, Executive Director

Bank details: Československá obchodná banka a. s., bank account No.: 25784753/7500

E-mail address: info@asekol.sk

IBAN: SK507500000000025784753

(the "producer responsibility organization" or the "PRO" or "ASEKOL SK, s.r.o." or the "operator")

(the producer and the operator collectively referred to as the "parties")

enter into, under Section 269(2) of Act No. 513/1991 Coll., the Commercial Code, as amended (the "**Commercial Code**") and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) in connection with Section 45(4) of Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws (the "**Act**")

on the day, month and year specified below, freely, seriously, certainly and comprehensibly, free of any factual or legal errors, not under duress or evidently disadvantageous conditions, and upon full agreement with the facts mentioned below, this

**Agreement on Performance of Specified Obligations of Producer of Batteries and Accumulators
(the "Agreement")**

Agreement identification number is: SK-01001562A (to be added by the operator)

Producer's identification number is: _____ (to be added by the operator)

PART I

Article I

Recitals

1. For the purposes of this Agreement, the following definitions shall apply:

Battery or accumulator means a source of electrical energy generated by direct conversion of chemical energy and consisting of one or more primary battery cells (non-rechargeable) or consisting of one or more secondary battery cells (rechargeable); if batteries and accumulators, or only batteries or only accumulators, are mentioned herein, such batteries and accumulators shall always mean the batteries and accumulators pursuant to the definition set out in Section 42(3) and (4) of the Act.

Commercial Code means Act No. 513/1991 Coll., the Commercial Code, as amended.

Recycling Contribution means a financial sum paid by the producer to the operator under this Agreement. A Recycling Contribution amount is set by the operator for one kilogramme of batteries and accumulators placed by the producer on the market in the Slovak Republic, which is intended for ensuring the operation and financing of the collection, take-back, treatment and recycling of spent batteries or accumulators, and ensuring the performance of other specified obligations of the producer by the operator under the Act and this Agreement.

Producer responsibility organization or PRO or operator or ASEKOL SK means **ASEKOL SK s.r.o.**, which, as of the signing date of this Agreement, performs the compliance scheme activities for the producer under the Original Act, and which, from 1 July 2016, will be ensuring for the producer by this Agreement the performance of the specified obligations of the producer of batteries and accumulators under the Act, through the activities of the producer responsibility organization established under Section 28 of the Act in connection with Section 135(23), (24) and (25) of the Act. The take-back of spent portable batteries and accumulators is ensured by the single network of take-back points within the territory of the Slovak Republic.

Spent battery or accumulator means a battery or accumulator that is waste under Section 2(1) of the Act.

Portable battery or accumulator means a battery, button cell, battery pack or accumulator that is hermetically sealed, can be hand-carried, and is neither an industrial battery or accumulator nor an automotive battery or accumulator.

Automotive battery or accumulator means a battery or accumulator used for automotive starter, lighting or ignition power of vehicle and illumination thereof.

Industrial battery or accumulator means a battery or accumulator designed for exclusively industrial or professional uses or used in electrically powered vehicles.

Placing on the market means supplying or making batteries and accumulators available to another person, whether in return for payment or free of charge, in the Slovak Republic.

Producer of batteries and accumulators means a person who, in the context of his business activity, irrespective of the selling technique used, including sales on the basis of distance contracts, places batteries and accumulators manufactured within the territory of the Slovak Republic or obtained from abroad, including batteries and accumulators incorporated into appliances or vehicles, on the market for the first time.

Distributor of batteries and accumulators means a person that provides batteries and accumulators to an end-user in the context of his business activity. A distributor of batteries and accumulators, if it concludes this Agreement with the operator, then for purposes of this Agreement such a distributor shall be considered to be the producer.

Trustee means a person authorised by the operator in writing to verify whether the data on types, categories, quantities of batteries and accumulators placed by the producer on the market in the Slovak Republic are true and complete, and whether further specified obligations of the producer of batteries and accumulators stipulated in this Agreement and/or the Act or the Implementing Regulations are performed, if an audit is conducted under the Agreement and the GBT. The Trustee shall be contractually bound by the operator to keep and treat the data and/or information provided by the producer of batteries and accumulators confidential. Under this Agreement or the GBT, the Trustee shall be designated by the operator.

General Business Terms (GBT) means the PRO's general business terms which are issued by the operator and which form inseparable Annex No. 3 hereto.

Ministry means the Ministry of the Environment of the Slovak Republic or the Ministry of the Environment of the SR.

Register of producers of specified products means the register of the producers of specified products (batteries and accumulators), which is maintained and updated by the Ministry under the Act.

Implementing Regulations means all generally binding legal regulations issued under the Act, specifically the following regulations: (i) Decree No. 365/2015 Coll., laying down the waste catalogue, (ii) Decree No. 366/2015 Coll. on the record-keeping and notification obligations, (iii) Decree No. 370/2015 Coll. on tariff rates for calculation of contributions to the Recycling Fund, on the list of products, materials and equipment, for which a contribution is required to be paid to the Recycling Fund, and on the details of an application form concerning a financial contribution granted by the Recycling Fund, (iv) Decree No. 371/2015 Coll., implementing certain provisions of the Act on Waste, (v) Decree No. 372/2015 Coll. on land-filling and temporary storage of metallic mercury, (vi) Decree No. 373/2015 Coll. on extended responsibility of producers of specified products and on management of specified waste streams.

Original Implementing Regulations means all generally binding legal regulations issued under the Original Act.

Other terms set out in this Agreement shall be construed in accordance with the Act and the Implementing Regulations.

SR means the Slovak Republic.

Agreement means the agreement on the performance of the specified obligations of the producer of batteries and accumulators by the operator, which is concluded under Section 269(2) of the Commercial Code and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) in connection with Section 45(4) of the Act, and which fully supersedes all existing agreements or arrangements concluded between the producer and the operator concerning ensuring the collective performance of obligations of the producer of batteries and accumulators under the Original Act.

Act means Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws, as amended.

Original Act means Act No. 223/2001 Coll. on Waste and on the Amendment and Supplement to Certain Laws, as amended.

2. The producer and the operator conclude this Agreement with the aim of ensuring collective performance of the specified obligations of the producer (as the producer of batteries and accumulators) under the Act, in particular, ensuring performance of the producer's obligations specified for the collection, take-back, treatment and recycling of spent batteries and

accumulators, as well as ensuring performance of other obligations of the producer of batteries and accumulators under the Act.

3. The operator shall ensure the collective performance in cooperation with municipalities within the territory of the Slovak Republic, with distributors and other persons who perform or ensure the collection, take-back, treatment and recycling of spent batteries and accumulators within the PRO's collective compliance system operated by the operator. The collective compliance system also includes the producers as the contractual clients of the operator whose aim is to duly perform the specified obligations of the producers in accordance with the Act and this Agreement.

Article II

Subject Matter of the Agreement

1. By this Agreement, the operator undertakes to perform for the producer the specified obligations of the producer of batteries and accumulators under the Act and the Implementing Regulations, and the producer undertakes to pay the operator a consideration (i.e. the Recycling Contribution, the system charge, the charge for the authorised representative's services) under the terms and conditions set out in this Agreement. By this Agreement, the operator as a compliance scheme established and existing under the Original Act shall ensure, until 30 June 2016, the collective performance of obligations for the producer of batteries and accumulators under the Original Act and the Original Implementing Regulations, as well as under the Act and the Implementing Regulations, and the operator as the PRO shall ensure, from 01 July 2016, performance of the specified obligations for the producer as the PRO under the Act.

2. The Agreement shall apply to batteries and accumulators pursuant to Section 42(3) and (4) of the Act. The parties have agreed that ensuring collective performance of the specified obligations of the producer of batteries and accumulators under Article II Section 1 of the Agreement shall apply to the types of batteries and accumulators set out in Annex No. 1a hereto.

PART II

Article III

Obligations of the Operator

1. The operator shall be obliged:

a) to ensure fulfilment of the specified obligations of the producer of batteries and accumulators under Part Four Subpart One of the Act and under Part Four Subpart Three of the Act, and to ensure proper and timely performance of the information, registration, reporting, record-keeping, notification and/or any other obligations for the producer of a specified product (as the producer of batteries and accumulators) before any public authorities or public entities under the Act and the Implementing Regulations, and also to perform other obligations stipulated herein;

b) to apply to the Ministry of the Environment of the SR for registration of the producer in the Register of producers of specified products (batteries and accumulators) pursuant to Section 30 of the Act, if the producer is not registered, as of the signing date of this Agreement, in the Register of producers of specified products (batteries and accumulators); also to update such data on the producer in the Register of producers of specified products (batteries and accumulators) based on a producer's written notice of change in such data;

c) to apply for registration of the producer in the Recycling Fund pursuant to Section 125(5) of the Act and update such data on the producer based on a producer's written notice of change in such data;

d) to perform obligations for the producer under Section 125(6) of the Act, specifically (i) to keep and store records of production volume, cross-border transport from another Member State to the SR, import, cross-border transport to another Member State from the SR and export of the producer's batteries and accumulators, and (ii) to notify respective data from the producer's records, on a quarterly basis, to the Recycling Fund and a competent public waste management authority, all this provided that the producer notifies (provides) such data to the operator in writing;

- e) to keep records for the producer and notify respective data from the producer's records, Records and Notification of Batteries and Accumulators and on Management of Spent Batteries and Accumulators, for the preceding calendar year, to the Ministry of the Environment of the SR by 28 February of the following year under Section 27(4)(h) of the Act and under Section 13 and under Annex No. 14 to Decree No. 366/2015 Coll. on Record-Keeping and Notification Obligations, and store such data from records and notifications for a period of 5 years in a paper or an electronic form, subject to cumulative fulfilment of the following two conditions: (i) the Agreement must be in force and effect and, at the same time, (ii) the producer must notify (provide) such data to the operator in writing;
- f) to send to the producer a Certificate of membership of the collective compliance scheme, ASEKOL SK, for batteries and accumulators, or a Confirmation of membership of the PRO operated by ASEKOL SK s.r.o., within 30 days of the effective date of the Agreement. The certificate serves for the producer for declaring towards third parties that the producer has joined the compliance scheme, ASEKOL SK, or the PRO's system operated by ASEKOL SK s.r.o.;
- g) to advise the producer, upon its request, on the Act, primarily from the aspect of terms and conditions of placing batteries and accumulators on the market in the SR and on the marking scheme of batteries and accumulators, through seminars, informative publications and, in exceptional cases (always only at the producer's request), ad hoc consultations;
- h) to inform the producer on a change in a decision involving the authorisation to operate a compliance scheme or pursue the PRO's activities by a notice published on the operator's website;
- i) to publish data on the results on the compliance scheme, ASEKOL SK s.r.o., or the results of the PRO in form of a Report on activity pursuant to the Act via the operator's information system; at the producer's request, the operator shall provide the producer with aggregate anonymised data on quantities of batteries placed on the market by all of the operator's contractual clients.
2. The operator shall be obliged to ensure take-back points at all distributors of batteries and accumulators, who put into circulation the batteries and accumulators demonstrably placed on the market by the producer, and who are obliged to take back, at their operations, batteries or accumulators under Part Four Subpart Three of the Act, provided that they request the operator for it either directly or through the producer. Ensuring take-back points of spent batteries and accumulators means supplying collection boxes for spent batteries and accumulators; providing stickers to label individual stores; giving practical and safety instructions to the distributors; and ensuring removal of collected spent batteries and accumulators. The operator shall be obliged to ensure a take-back point within one month of receiving the producer's written request for doing so.
3. The operator shall be obliged to ensure take-back points accordingly under Section 2 above directly at the producer or its distributors or other end users, if the producer asks the operator to do so and if ensuring such take-back points is in the interest of complying with the terms and conditions stipulated for take-back under Part Four Subpart Three of the Act and in accordance with the principle of cost-efficiency of spending funds by the operator within the PRO's activity.
4. The producer expressly acknowledges that the producer itself shall be responsible for the fulfilment of the specified obligations set out in Section 27(4)(e) of the Act (i.e. for ensuring meeting objectives set out in Annex No. 3 to the Act) and (g) of the Act (i.e. for ensuring recovery and recycling of a specified waste stream at least at the levels of binding objectives and limits for recovery and recycling of a specified waste stream, set out in Annex No. 3 to the Act) pursuant to Section 27(11) of the Act.
5. The operator shall ensure performance of obligations of the collection, take-back, treatment and recycling of spent batteries and accumulators, and performance of other specified obligations of the producer of batteries and accumulators under the Act collectively and overall for all producers of batteries and accumulators that are involved, until 30 June 2016, in the compliance scheme, ASEKOL SK, or that are (will be) involved, from 01 July 2016, in the PRO's system operated by the operator. The operator shall prove that a level of ensuring the collection, take-back, treatment and recycling of spent batteries and accumulators stipulated in the Act has been achieved collectively for all batteries and accumulators placed on the market in the SR by the producers with whom the operator is in a contractual relationship.

6. The operator shall be obliged to deliver to the Ministry, not later than 31 July of a calendar year, for the preceding year, a written report under Section 28(4)(n) of the Act. The operator shall also be obliged to publish, under Section 28(10) in connection with Section 28(4)(p) of the Act, selected parts from such a written report, to the extent of data stipulated under the Act, on its website www.asekol.sk.

7. The operator undertakes to issue to the producer, after the end of a calendar year, not later than 31 March of the following calendar year, a confirmation of the extent of fulfilment of the producer's specified obligations set out in this Agreement and under the Act, for the preceding calendar year. In this confirmation, the operator shall specify to the producer, whom it represents under this Agreement, the data on the extent of performance of the producer's specified obligations under Section 27(4)(e) and (g) of the Act, which the operator as the PRO performed for the producer in the preceding calendar year under this Agreement.

8. The operator undertakes to provide services to the producer that uses the operator as a producer responsibility organization under non-discriminatory conditions.

9. The operator shall be obliged to keep confidentiality and protect information it will obtain in connection with this Agreement, except the cases where the Act or another generally binding legal regulation does not allow it to do so. The operator shall be responsible that also the Trustee shall keep confidentiality and protect information it will obtain in connection with this Agreement, except the cases where the Act or another generally legal regulation does not allow it to do so.

10. The operator shall be obliged to maintain, for the term of this Agreement, its website and to operate and take care of its proper and reliable working (the current address of the website is www.asekol.sk).

11. The operator shall be obliged to notify, for the producer, a coordination centre, in accordance with the Act, of fulfilling the objective of collection set out in Annex No. 3 for a respective calendar year.

12. The producer whose registered office or place of business is not in the territory of the SR may appoint the operator as an authorised representative under Section 27(4)(b) of the Act in conjunction with Section 27(18), (19) and (20) of the Act, whereas the operator shall provide the producer with maximum assistance.

Article IV

Obligations of the Producer

1. The producer shall be obliged:

a) to pay the operator the Recycling Contribution, the system charge or the charge for the authorised representative's services under the Agreement for ensuring the collective performance of the specified obligations for the producer of batteries and accumulators under the Act and under this Agreement;

b) to keep, in a proper and demonstrable manner, continuously true and complete records of all batteries and accumulators which it places on the market in the Slovak Republic in accordance with the Act, the Implementing Regulations, and this Agreement. The records must be demonstrable, including, but not limited to, in relation to the producer's bookkeeping and stock records of the producer's batteries and accumulators, and must be archived by the producer for the entire term of the Agreement for a period of 5 (to wit: five) calendar years of the cancellation of this Agreement;

c) to suffer and allow the operator to conduct an audit in accordance with the GBT and provide an auditor designated by the operator or also the operator (the Trustee) with all data relating to batteries and accumulators placed by the producer on the market in the SR (except the data that are not decisive for the calculation of the Recycling Contribution) and provide the operator or the auditor with necessary and required assistance;

d) to provide the operator with assistance necessary to consummate this Agreement and fulfil all of the producer's specified obligations under the Act and the Implementing Regulations;

e) to notify the operator in writing of any change in its data that are specified in the heading (introductory part) of this Agreement, within 14 calendar days of a change in such data; in the case of a failure to fulfil this obligation the producer shall be obliged to compensate the operator for all costs incurred by the operator in relation thereto and for any damage the operator will suffer or has suffered as a result thereof;

2. The producer undertakes to provide the operator, on a quarterly basis, in the form of a statement on batteries and accumulators (a "**Statement**"), with true, accurate and complete data on the quantities (weights in kilograms) of all batteries and accumulators by individual types it has placed on the market in the Slovak Republic in a respective calendar quarter. The scope, structure and method of providing data (including the form of a Statement) are specified in Annex No. 1b to the Agreement.

3. The producer shall be obliged to submit a regular Statement to the operator always not later than 14 calendar days of the end date of a respective calendar quarter for which data are provided. For a period of delay by the producer in submitting the Statement the operator shall not be in delay in performing its obligations under this Agreement to the producer.

4. If the producer fails to provide the operator a regular Statement within 14 calendar days of the end date of a respective calendar quarter for which data are provided, the parties have agreed that in such a case the operator shall not submit for the producer an additional corrective notification pursuant to the Act and the Implementing Regulations, to neither the Ministry of the Environment of the SR nor the Recycling Fund, and in such a case the parties have agreed that the producer alone shall submit the corrective notification pursuant to the Act and the Implementing Regulations to both the Ministry of the Environment of the SR and the Recycling Fund. The preceding sentence shall not apply to cases where the producer submits duly and timely to the operator a regular Statement under Article III Section 3 hereof, and subsequently the producer submits duly and timely to the operator a corrective Statement, and in such a case the operator shall submit for the producer the corrective Statement pursuant to the Act and the Implementing Regulations to both the Ministry of the Environment of the SR and the Recycling Fund.

5. The operator shall be entitled to unilaterally amend Annex No. 1b to the Agreement (the scope, structure and/or method of providing data – a Statement). The operator shall be obliged to notify the producer of such a change in writing or by e-mail. The producer shall be obliged to provide the operator with data by submitting a new Statement from 1st day of a calendar quarter specified in the notice of change, however, not earlier than from 1st day of a calendar quarter in which the change in the Statement was notified to the producer. If an amendment to Annex No. 1b materially affects the producer's rights, with respect to an amendment to Annex No. 1b the operator shall be obliged to proceed accordingly as with an amendment to the GBT.

6. The producer undertakes to join the information system operated by the producer responsibility organization, ASEKOL SK, and inform end users, in particular, in accompanying documents to batteries and accumulators supplied to the market in the Slovak Republic, or in other appropriate and sufficient manner, about its membership of the producer responsibility organization, ASEKOL SK, about take-back points of spent batteries and accumulators, a requirement that batteries and accumulators are not removed together with mixed municipal waste, treatment of spent batteries and accumulators, recycling of spent batteries and accumulators, and potential harmful impacts of hazardous substances contained in batteries and accumulators on the environment and human health, and other facts pursuant to the Act. The producer shall be obliged to post on its website, if any, a reference to the operator's website.

7. The producer shall be obliged to perform, toward the operator and the producer responsibility organization, all of the producer's obligations laid down in the Act and/or the Implementing Regulations, primarily the producer's obligations laid down in Section 27(12) of the Act; at the same time, the producer shall be obliged to notify and provide the operator with all data, information and documents necessary for performance of the producer's obligations laid down in Sections 45, 46, 47 and 48 of the Act, which are performed by the operator for the producer, provided that the producer notifies and provides the operator with all data, information and documents necessary for performance of the producer's obligations laid down in Section 45, Sections 46, 47 and 48 of the Act.

8. The producer undertakes to provide the operator with all information and/or documents necessary for treatment of spent batteries and accumulators, primarily data under Section 27(4) (c) of the Act and under Section 45(1)(d) of the Act, primarily data on chemical composition and data on material composition of batteries and accumulators in order to determine a technological procedure and a technical procedure of their treatment and recycling.

9. The producer whose registered office or place of business is not in the territory of the Slovak Republic shall be entitled to grant the operator as a proxy a written power of attorney under, to the extent and in the manner set out in Section 27(18), (19) and (20) of the Act.

10. For the purpose of performing this Agreement and for the purpose of performing the producer's specified obligations under the Act, the producer undertakes to conclude with the operator the agreement on a power of attorney which is attached as Annex No. 4 hereto.

PART III

Contributing to the PRO's System Operated by ASEKOL SK – Operator's Fee

Article V

Method of Contributing to the PRO's System and Operator's Fee

1. The operator's fee under this Agreement to be received from the producer for performance of the subject matter of this Agreement shall consist of the Recycling Contribution, the system charge, and the charge for the authorised representative's services.

2. The producer shall contribute to the compliance scheme (until 30 June 2016) and from 01 July 2016 to the PRO's system in form of the Recycling Contribution intended primarily for the financing of the collection, take-back, treatment and recycling of spent batteries or accumulators, including the financing of information campaigns for consumers or end users, and for performance of further specified obligations of the producer of batteries or accumulators under the Act by the operator under this Agreement and the Act.

3. The Recycling Contributions amounts are set in a contributions tariff issued by the operator (the "**Contributions Tariff**"), which is attached as Annex No. 2 hereto. The Contributions Tariff contains unit rates of the Recycling Contributions, separately for each type of batteries or accumulators, and also contains the specification of a system charge amount and the specification of an amount of the charge for the authorised representative's services.

4. The operator shall be obliged to evaluate and assess, at least once a year, the Recycling Contributions amounts, primarily from the aspect of achieved and anticipated costs associated with operating the compliance scheme until 30 June 2016 and, from 01 July 2016, the producer responsibility organization, from the aspect of quantities of batteries or accumulators placed on the market, producers' statutory obligations and changes thereto, as well as from the aspect of expected trends in the sales market of batteries or accumulators and the secondary raw material market, and where a change in the Recycling Contributions amounts is needed, to proceed under Article VII hereof.

5. The system charge is set in the operator's Contributions Tariff listed in Annex No. 2 hereto as an annual lump sum. A system charge amount for a respective quarter shall be set as one fourth of the annual amount of the system charge. The VAT in the statutory amount under the valid and effective VAT Act shall be added to this sum. If, in a certain quarter, the Agreement was in force and effect only during a part of such a quarter, for the purposes of calculating the system charge it shall be proceeded as if the Agreement were in force and effect during such an entire quarter.

6. The charge for the authorised representative's services is set in the operator's Contributions Tariff listed in Annex No. 2 hereto as an annual lump sum. The amount of the charge for the authorised representative's services for a respective quarter shall be set as one fourth of the annual amount of the charge for the authorised representative's services. The VAT in the statutory amount under the valid and effective VAT Act shall be added to this sum. If, in a certain quarter, the Agreement was in force and effect only during a part of such a quarter, for the purposes of calculating the charge for the authorised representative's services it shall be proceeded as if the Agreement were in force and effect during such an entire quarter.

Article VI

Recycling Contribution

1. A Recycling Contribution amount shall be calculated according to the Contributions Tariff using a procedure provided for in this Article of the Agreement.
2. A Recycling Contribution amount shall be set according to the Contributions Tariff and according to the total number of batteries and accumulators placed on the market in the SR by the producer in a respective calendar quarter, at each time in such a manner that a respective item of the Contributions Tariff shall be multiplied by the respective quantity of batteries and accumulators placed on the market (in kilograms) in the SR.
3. The maturity of the Recycling Contribution and its payment terms are provided for in detail in the GBT.

Article VII

Recycling Contribution Change

1. The operator shall be entitled to send the producer, in writing or by e-mail, a notice of change in the Contributions Tariff not earlier than for a next calendar quarter (whereas the notice must be sent at least one month prior to the start of the calendar quarter from which the new Contributions Tariff is to be applicable). The notice shall be deemed to be a proposed change in the Contributions Tariff and must specify the quarter from which such a change is to occur.
2. In case of receipt of the operator's notice under Section 1 above the producer shall be entitled to withdraw from this Agreement in writing. Withdrawal from the Agreement constitutes the only instrument, agreed upon by the parties, to express disagreement with a proposed change in the Contributions Tariff. The producer may exercise the right to withdraw from the Agreement only within 1 (to wit: one) month of the delivery date of the withdrawal notice specifying an express reference to Article VII of the Agreement and a specific reference to a respective clause of the GBT. If withdrawal is not in writing, or does not contain an express reference to Article VII of the Agreement and a specific reference to a respective clause of the GBT, or is delivered to the operator upon lapse of a one-month period, the parties have agreed that such a withdrawal from the Agreement shall be deemed to be invalid.
3. If the producer withdraws from the Agreement using a procedure under the preceding Section, the Agreement shall cease to exist as of the day immediately preceding the calendar quarter from which the new Contributions Tariff was to be applicable.
4. If the producer, after receiving the operator's notice under Section 1 above, does not withdraw using a procedure under Section 2 above, it shall be understood that the producer has accepted a proposed change in the Contributions Tariff and thus expressed his will to accept it, and that the producer undertakes to pay the operator the Recycling Contributions under the changed Contributions Tariff which becomes binding for both parties. This shall also apply in case the producer pays the Recycling Contribution calculated according to the changed Contributions Tariff, or takes toward the operator another legal act constituting acceptance of a proposed change in the Contributions Tariff.

PART IV

GENERAL AND FINAL PROVISIONS

Article VIII

Term and Termination

1. This Agreement is concluded for a definite period of time during which ASEKOL SK holds an authorization for the performance of activity of the responsible producers' organization. The events of withdrawal from the Agreement and further reasons for termination of the Agreement are provided for in detail in the GBT, unless otherwise provided in this Agreement.
2. This Agreement becomes valid and effective on the date when signed by both parties. The Agreement shall also apply to all batteries and accumulators placed by the producer on the market in the SR or put into circulation in the SR from the first day of the calendar year in which the Agreement became effective, and to the rights, obligations and acts of the parties arisen (occurred) thereafter.
3. As of the effective date of this Agreement, this Agreement fully supersedes all oral, written or implied arrangements between the operator and the producer, or any previous agreements or arrangements concluded between the operator and the producer, the subject matter of which is ensuring the take-back of spent batteries and accumulators, or performance of obligations of the producer of batteries and accumulators under the Original Act in relation to batteries and accumulators. If this Agreement becomes effective as of a day other than the first day of a calendar year, it shall be proceeded under this Agreement, in relation to all batteries and accumulators placed by the producer on the market in the SR or put into circulation in the SR, from the first day of the calendar year in which the Agreement became effective.
4. A party may terminate this Agreement by written notice also without giving a reason, at each time as at 31 December of a calendar year, and such a written notice must be delivered to the other party not later than 60 calendar days prior to termination of the contractual relationship.
5. In addition to the termination under Article VIII Section 4 hereof, the producer shall also be entitled to terminate this Agreement on the grounds, under the conditions and in the manner laid down in Section 27(14)(a) of the Act.

Article IX

Final Provisions

1. This Agreement has been executed in 2 (to wit: two) counterparts, of which each party shall receive 1 (to wit: one) counterpart after the signing of this Agreement. If the Agreement is made also in English, both Slovak and English version shall be deemed original. In case of any inconsistency between the two language versions, the Slovak version shall prevail.
2. The General Business Terms (the "GBT"), issued by the operator, form an inseparable part of this Agreement. The producer expressly, irrevocably and bindingly declares and acknowledges by its signature that prior to concluding this Agreement it acquainted itself in detail and thoroughly with the GBT valid at the time when this Agreement was signed, and undertakes to comply with the GBT and any amendments thereto made in a manner and on the terms and conditions stipulated therein.
3. By signing this Agreement, the natural persons who conclude this Agreement on behalf of individual parties acknowledge that they are authorised to validly conclude this Agreement on behalf of a party for which they sign this Agreement.
4. This Agreement may only be amended (except amendments under Article IV Section 4 hereof and under Article VII Section 1 hereof, and with exceptions set out in the GBT), supplemented and/or cancelled and/or terminated by notice and/or withdrawn in writing. A written form is also required with respect to legal acts leading to the waiver of a requirement for a written form.
5. This Agreement shall be governed by the laws of the Slovak Republic, in particular the Act, the Implementing Regulations, the Original Act, the Original Implementing Regulations, and the Commercial Code.
6. If any provision of this Agreement becomes invalid, ineffective and/or unenforceable, this shall not affect the validity, effectiveness and/or enforceability of the remaining provisions of the Agreement, unless the nature of the Agreement, its content or the circumstances under which the Agreement has been concluded imply that such a provision may not be separated from the remaining provisions of the Agreement. If any provision of this Agreement becomes invalid,

ineffective and/or unenforceable and such a provision may be separated from the remaining provisions of the Agreement, the parties undertake to replace without delay such a provision with a new provision with the same or similar effect. If there is any amendment to the legislation (in particular, to the Act or the Implementing Regulations) and such an amendment requires an amendment to this Agreement, the parties undertake to harmonise this Agreement with the amended legislation not later than one month of the effective date of such an amendment.

7. If a party does not exercise any right it has under or in connection with this Agreement, this shall not be construed as a waiver or renouncement of such a right by such a party.

8. All disputes arisen and/or relating to and/or connected with this Agreement, as well as all legal relations resulting from and/or relating to and/or concerning and/or connected with this Agreement shall be resolved by the general courts of the Slovak Republic.

9. This Agreement shall also be binding on the legal successors of the parties in full.

10. The rights and/or obligations resulting from and/or relating to this Agreement, as well as non-monetary receivables resulting from this Agreement may be transferred and/or assigned to third parties only with the prior written consent of the other party. Similarly, a party's obligations resulting from and/or relating to this Agreement may only be assumed with the prior written consent of the other party. The operator shall be entitled to assign the monetary receivables it has against the producer under this Agreement to any third party also without the written consent of the producer. The producer shall be entitled to assign the monetary receivables it has against the operator under this Agreement to any third party also without the written consent of the operator.

11. This Agreement fully supersedes and cancels all prior (written, oral or implied) agreements or arrangements concluded between the parties for the purposes of ensuring the collective performance under the Original Act.

12. The parties represent that they have read this Agreement, including all Annexes thereto, and the GBT carefully and in detail prior to the signing of this Agreement, understood the Agreement and all of its individual provisions and terms used, and agree with its entire content which expresses their real, true, comprehensible, certain and free will, and in witness whereof they attach their signatures below.

13. The parties have agreed that the operator shall be entitled to process personal data involving the producer or relating to the producer regarding this Agreement under Act No. 122/2013 Coll. on Personal Data Protection, as amended, to the extent strictly necessary to perform the specified obligations for the producer by the operator under the Act, for an indefinite period of time.

14. The parties bindingly and irrevocably represent to each other that they are not aware of any circumstance that would cause the invalidity and/or ineffectiveness and/or unenforceability of any provision of this Agreement or part thereof, and that the persons acting as the statutory representatives of both parties have full legal capacity, and with respect to them there is no legal impediment for which or in connection therewith the statutory representatives of both parties would not be authorised to execute and conclude this Agreement.

15. The following annexes form an inseparable part of this Agreement:

Annex No. 1a: Types of Batteries and Accumulators (including brand names)

Annex No. 1b: Scope, Structure and Method of Providing Data (including Statement)

Annex No. 2: Contributions Tariff

Annex No. 3: GBT


Annex No. 4: Agreement on Power of Attorney


For the producer:

For the operator:

In Hamburg on 02.04.2020

In Bratislava on 2.4.2020


takeaway
take-e-way GmbH
Schlossstraße 8a • 22041 Hamburg
on behalf of +49 (0)40 76 06 87-0
RS Components Sp. z o.o.
Mrs. Karolina Batory, Executive Director


ASEKOL SK, s.r.o.
Lamačská cesta 45
841 03 Bratislava
IČ: 47523310 DPH: SK2023076594
ASEKOL SK, s.r.o.
Mgr. Ronald Blaho, Executive Director

Annex No. 1a
to
**Agreement on Performance of Specified Obligations of Producer of
Batteries and Accumulators**

Company Name: RS Components Sp. z o.o.

Id. No.:

Tax Id. No.:

with its registered office at: ul. Domaniewska 48, 02-672 Warszawa, Polska

registered in the Commercial Register kept by Sąd Rejonowy dla m.st. Warszawy w Warszawie, XII Wydział Gospodarczy, Numer KRS: 0000368091

Section

Inset

represented by Mrs. Karolina Batory, Executive Director

bank: account No.:

e-mail address: international@take-e-way.de
(hereinafter the "Producer")

The delegation of the Producer's duties under Article II. (1) of the Agreement on Collective Performance applies to the following types of batteries and accumulators:

Batteries and Accumulators	Cross out YES or NO
Portable	YES
Industrial	YES
Automobile	NO

Producer is placing on the market in the Slovak Republic the following brands of batteries and accumulators:

- see attached list

-

-

In Hamburg on 02.04.2020

take e way
take-e-way GmbH

for the Producer
Schlesierstraße 11 Hamburg
Tel. +49 (0)40 75 06 87-0

In Bratislava, on: 2.4.2020

ASEKOL SK s.r.o.

Lamacská cesta
941 03 Bratislava
IČO: 41111111

for the Operator SK2023076594



ZO STAR

SK S.r.l.

SK S.r.l.
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00192 Roma, Italy
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