

## **MEMBERSHIP AGREEMENT Batteries and Accumulators**

(v.13 Nov-15)

### BETWEEN:

COREPILE (Collecte et Recyclage des Piles & Accumulateurs), S.A., a French public limited company with a capital of 40,000 euro, of which the registered office is located in Paris 75016, 17 rue Georges Bizet, registered with the Registry of Commerce & Companies of Paris under SIRET number 422 489 088 00035.

represented by Mr. Frederic HEDOUIN, its Managing Director, duly authorised for the purposes hereof, the said company being hereinafter called "COREPILE".

OF THE FIRST PART.

And The Company ...... with a capital ...... Euros, of which the registered office is located at ....., NAF Code ..... Intracommunity VAT No..... represented by ....., duly authorised for the purposes hereof, the said company being hereinafter called the "MEMBER". OF THE SECOND PART, In charge of SALES DECLARATION Name: E-mail: Job Title: Tel.: Fax: O 2014 0 2013 O 2015 Please note your 1st declaration period put on market: O 2012 In charge of INVOICE PAYMENTS Name: E-mail: Job Title: Tel.: Fax: Billing address (if different from registered office): MEMBER'S LEGAL REPRESENTATIVE AUTHORISED TO ISSUE THE CERTIFICATE OF VERACITY Name: E-mail: Tel.: Fax:

To complete your annual statement of products placed on the market, you need to connect to the data base <a href="http://adherent.corepile.net">http://adherent.corepile.net</a> and log in by entering your membership number and password

MEMBERSHIP N° ......Password: .....

### IT IS FIRST RECITED:

A. The French Environment Code (section VII of chapter III of Title IV of book V of the regulatory part, arising specifically from decree n° 2009-1139 of 22 September 2009 relating to the marketing of batteries and accumulators and to the disposal of used batteries and accumulators) defines the responsibilities of Producers of portable and industrial batteries and accumulators insofar as concerns the disposal of used batteries and accumulators (the principal of extended producer responsibility, EPR).

Under the terms of article R. 543-125 of the Environment Code: "Is treated as a producer any person who, in a professional capacity, either manufactures or imports or introduces for the first time into France batteries or accumulators, intended for sale by any sales technique whatsoever on the national territory, including those that are incorporated into electrical and electronic equipment such as defined at article R. 543-172 or into vehicles such as defined at article R. 543-154. In the case of batteries or accumulators sold under the retailer's sole brand, the retailer is treated as a producer".

Under the terms of article R. 543-128-3.-1. of the Environment Code: "Producers of portable batteries and accumulators remove or organise the removal of then process or organise the processing of used portable batteries and accumulators collected selectively in the conditions and by the persons listed at articles R. 543-128-1 and R. 543-128-2 at their own cost. These obligations are divided between producers in proportion to the tonnages of portable batteries and accumulators they place on the market on the national territory. Producers of portable batteries and accumulators may discharge the obligations incumbent upon them by membership of an approved mutualised system or by putting in place an approved individual system."

B. COREPILE has been formed at the initiative of manufacturers in the portable battery and accumulator business to organise the collection and recycling of end-of-life portable batteries and accumulators on behalf of private individuals and legal entities concerned by the above decree, and thereby take charge of carrying out the obligations laid upon them by the said decree in consideration for a financial contribution.

COREPILE is an approved environmental System and carries out operational tasks within the framework of an "Agrément" issued on December 22, 2009 by a bye-law of the ministries of Ecology and Industry in application of article R. 543-128-3 of the Environment Code (hereinafter the "Agrément"). In accordance with article R. 543-128-3 of the Environment Code, the continued Agrément of COREPILE is subject to compliance with a set of Specifications (hereinafter the "Specifications") drawn up by the Ministries in charge of Ecology and Industry and appended to the Agrément.

The current Agrément and Specifications are appended to this agreement (Appendix 1).

C. The	Company			
	ving the capacity of Producer in the meaning given in the aforesaid provision	s, wishes t	o register into	the system put in
	COREPILE to meet the obligations laid upon it by the Environment Code.		ŭ	, ,

THAT HAVING BEEN RECALLED, THE PARTIES HAVE AGREED AS FOLLOWS:

### ARTICLE 1 - PURPOSE.

For the purpose of meeting its obligations, the Member hereby declares that it accepts the system put in place by COREPILE intended for the collection and recycling of used portable batteries and accumulators and in particular agrees to pay the Contribution agreed at article 4 below, such that COREPILE shall have the financial resources necessary to perform the obligations transferred to it by the Member properly, in accordance with the financial provisions of the Specifications of COREPILE's Approval (Chapter II, sections 2 and 3).

### ARTICLE 2 - SCOPE.

The following come within the scope of this agreement: batteries and accumulators listed below, marketed within the Territory for the first time by the Member, within the limit of the tonnages placed on the market by it annually, sold or free of charge, intended for a distributor or for a professional or a non-professional (household) end user directly.

### 2.1. TERRITORY

The obligations laid at the charge of both parties relate to the whole of the national territory (hereinafter the "Territory") including French overseas Departments (DOM) and Communities (COM) to which the national regulations apply.

### 2.2. NATURE OF THE PORTABLE BATTERIES AND ACCUMULATORS CONCERNED

The following portable batteries and accumulators as defined at Article R. 543-125 of the Environment Code come within the scope of this agreement: "Is treated as a portable battery or accumulator any battery, button-cell battery, battery or accumulator pack that is sealed and able to be hand-carried and which is neither an industrial battery or accumulator nor a car battery or accumulator".

Thus batteries and accumulators of an exclusively industrial type, as defined at article R. 543-125 of the Environment Code, are not covered by this agreement.

The categories of batteries covered by this agreement, by electrochemical couple, are: cylindrical batteries (alkaline and zinc-carbon), button cell batteries (alkaline, lithium, silver oxide, zinc air), lithium cylindrical batteries, special batteries (fence, timers, etc.) weighing less than 3 kg and other future technologies, whether put onto the French market separately or incorporated into appliances.

Portable accumulators covered by this agreement are: nickel cadmium, nickel-metal hydride, lithium ion and lead (except starter batteries) and other future technologies, whether they are put on the French market separately or incorporated into appliances marketed on the household or professional circuits.

### ARTICLE 3 - TERM- ENTRY INTO FORCE - RENEWAL.

### 3.1. ENTRY INTO FORCE - INITIAL TERM.

This agreement will take effect upon receipt by COREPILE of the agreement signed by the Member and compulsorily accompanied by the latter's declaration of sales for the previous year or a forecast for the current year if no prior placement on the market has taken place.

This agreement is entered into for an initial term (hereinafter "Initial Term") which will expire on 31 December next.

Failing payment by the Member of the Environmental Contribution for the Initial Term within 30 days of receipt of invoice sent to it by COREPILE, this agreement will lapse.

### 3.2. RENEWAL.

At the end of the Initial Term, the agreement will be automatically renewed for periods of one year expiring on 31 December of each year, except if either party gives the other notice by recorded delivery letter with advice of receipt or electronically on the COREPILE extranet, no less than 2 (two) months prior to expiration of the current year.

In the event the Member is in disagreement on the fees scale proposed by COREPILE for the following year, the agreement may be terminated in the conditions defined at article 4.2. below.

### ARTICLE 4 - MEMBER'S ENVIRONMENTAL CONTRIBUTION

The principal tasks and obligations of COREPILE lead to the following main items of expenditure:

- operational costs of collection, sorting and recycling;
- investments principally in equipment for collection, shipment and storage;
- communication and support actions with regard to stakeholders in the selective collection process;
- actions intended to promote waste prevention;
- Research & Development expenses in order to reduce the environmental impact of its operations and improve recycling efficiency;
- general overheads.

In order to enable COREPILE to fulfil its obligations, the Member will pay it a contribution (hereinafter the "Environmental Contribution") in the following conditions.

### 4.1 METHOD OF CALCULATION AND FEES SCALE

The Environmental Contribution is calculated on the basis defined at article 4.2 below, in accordance with a adjustable fees scale based on environmental criteria defined in the Specifications (Chapter II, section 2b).

- (i) potential effects of hazardous substances contained in the batteries and accumulators
- (ii) costs of processing specific to different electrochemical couples
- (iii) capacity of portable batteries and accumulators calculated in accordance with the Community decision ...... taken in application of article 21 of European Parliament directive no. 2006/66 EC.

The COREPILE fees scale is appended to this agreement (Appendix 2).

The Environmental Contribution is calculated according to the fees scale in force at the date of invoicing.

### 4.2 MODIFICATION TO THE SCALE FEES

This scale may be modified every year on 1st January to take account of forecast trends in sales and collection targets as well as the unit costs of collection, sorting and recycling.

Modification to the fees scale will be voted on by the COREPILE Board of Directors and communicated in writing (letter, e-mail, COREPILE extranet site) to each member no later than by the 30th September preceding its date of entry into effect.

With effect from notification of alterations to the scale, the Member has a period of 30 calendar days to give notice of termination of its agreement either by recorded delivery letter with advice of receipt or electronically on COREPILE's extranet. Unless the Member specifies a notice period with a later termination date, termination takes effect on 31 December following receipt of the notice by COREPILE.

The balance of COREPILE's income and expenditure is dealt with in the Specifications (Chapter II, section 3). The Specifications specify that: "The level of contribution enables the holder to be sure of sufficient income to meet the charges relating to the obligations that producers have transferred to it. If necessary, the holder will adapt the level of contributions it collects. The holder applies the whole of the contributions less the whole of the charges as a provision for charges every year. The total amount of provisions for charges accumulated at the end of Year N cannot exceed the global amount of the contributions collected in respect of Year N. If necessary, the holder will adapt the level of contributions it collects, within the framework of a plan to progressively write-off provisions against surplus charges."

Any surplus profit made by COREPILE will therefore be reserved to be charged against expenses for following financial periods within a limit of an amount that must not exceed the equivalent of one year's Environmental Contribution.

In the event of a forecast deficit in excess of the cumulated provisions, the fees scale will be reviewed upwards so as to ensure COREPILE's obligations are financed.

### 4.3 BASIS FOR ASSESSMENT.

The basis for calculating the Environmental Contribution is the total mass of portable batteries and accumulators as defined at article 2.2 marketed on the Territory by the Member during calendar year N, including portable batteries and accumulators marketed to professional or industrial users.

### 4.4 INVOICING AND PAYMENT OF THE ENVIRONMENTAL CONTRIBUTION

The invoicing rules are defined in the Specifications (Chapter II, sections 2 e and f) and provide for quarterly settlement in advance. Terms and conditions of payment must enable the approved System to have a cash flow equivalent to no less than one guarter's Environmental Contribution.

### 4.4.1. QUARTERLY PAYMENTS IN ADVANCE

The Environmental Contribution will be paid by the Member in the form of quarterly payment in advance at the start of each calendar quarter calculated, by applying the fees scale in force, on a basis representing one quarter of the weight of portable batteries and accumulators placed on the market in the Territory during the previous financial period (Year N-1).

Because of the time required to receive Year N-1 sales declarations from the Members (cf. article 5.1.1 below), the first quarter's invoice will be based on the scale for Year N and the volumes put on the market in Year N-2. The invoice for the second quarter will be based on volumes for Year N-1, and will also include any adjustments to the N-1 volumes from the first quarter's bill.

In the event that the sales declaration is not sent to COREPILE within the period provided at article 5.1.1 below, the Member's quarterly payments in advance for Year N will have to be calculated on a basis corresponding to the marketing for Year N-2 plus 5% with any adjustment being made subsequently at the end of the financial period.

#### 4.4.2. ADJUSTMENT OF THE ENVIRONMENTAL CONTRIBUTION ON THE BASIS OF THE MEMBER'S ACTUAL SALES FIGURES

In the 2nd quarter of financial period N+1, an adjustment will be made to the Environmental Contribution for financial period N in accordance with the actual quantities marketed by the Member during the said financial period N.

Should the breakdown of the annual Environmental Contribution show a credit balance in favour of the Member, taking account of the quarterly payments made in advance during the reference period, the Member will be refunded this amount by offsetting the same against the quarterly payments in advance of the current financial period. Inversely, any debit balance will lead to an additional supplement being invoiced.

### 4.4.3 PAYABLE QUARTERLY ADVANCES

COREPILE will invoice the Member for the quarterly payments in advance of the Environmental Contribution as well as the annual adjustment for payment at 30 (thirty) days, date of issue of invoice. Every invoice will be e-mailed (horodated and electronic signature) at the start of the month preceding the reference quarter and may be consulted and downloaded from the Member's declaration area on the http://corepile.iwash.eu site

Invoicing quarter	Date sent	Calculation of contribution
1st quarter N	1st Week December N-1	Fees scale N x (1/4) Declaration N-2
2nd quarter N	1st Week March N	Fees scale N x (1/2) Declaration N-1 (-) invoice 1st quarter N
3rd quarter N	1st Week June N	Fees scale N x (1/4) Declaration N-1
4th quarter N	1st Week September N	Fees scale N x (1/4) Declaration N-1
Adjustment Year N	2nd Quarter Year N+1	Total Invoiced N (-) (actual declaration N x Fees scale N)

### 4.4.4. TERMS AND CONDITIONS OF PAYMENT

Payments will be made by bank transfer to the account details supplied by COREPILE. Payment will be deemed complete once the funds have been cleared and shown as credited to COREPILE's bank account. Early payment shall not give rise to any discount.

### 4.4.5. ANNUAL ENVIRONMENTAL CONTRIBUTION BELOW 200 EURO PRE-TAX

As an exception to the above provisions, should the Member's sales declarations show an annual Environmental Contribution of 200 euro pre-tax or less, the Environmental Contribution will be payable in one instalment on receipt of COREPILE's invoice (sent within a month of signature of the membership agreement then, for subsequent financial periods, in March, after receipt of the Member's annual sales declaration).

### 4.4.6. PENALTIES

Any invoice not paid by due date shall entail automatic application of late payment penalties. By virtue of the provisions of article L. 441-6 of the French Commercial Code, these penalties will be applied at the rate of 3 times the legal interest rate.

Full details of the invoicing procedures as well as the statements of account for each Member are available and may be consulted on the Member's declaration area on the http://corepile.iwash.eu site.

### 4.5 NEW MEMBERS' ENVIRONMENTAL CONTRIBUTION

Should a Member join the scheme in the course of a year, the Environmental Contribution shall be due for the current calendar quarter on the date the agreement takes effect up to the end of the Initial Period.

For Members joining after 31 December 2010, it is recalled that the Specifications (Chapter II, section 2c) provides that in addition to the Environmental Contribution for the Initial Period, Members will be liable for an additional Environmental Contribution calculated on the total mass of portable batteries and accumulators as defined at article 2.2 marketed on the Territory within a limit of up to three years preceding membership, without being able to go further back than the date on which "Agrément" was granted, including portable batteries and accumulators marketed to professional or industrial end users.

### ARTICLE 5 - MEMBER'S OBLIGATIONS

In addition to payment of the Environmental Contribution, the Member is bound by the obligations below in its capacity as producer.

### 5.1 REGISTRATION AND ANNUAL SALES DECLARATION

The bye-law of 18 November 2009 relating to the registration and declaration procedure for the national register for batteries and accumulators described at article R. 543-132 of the Environment Code fixes the provisions for Producer registration and declaration of annual volumes marketed.

This obligation to register applies with effect from the first placement on the market and must be complied with no later than 1st March each year. However, and as a transitional measure only, the first declaration of registration and sales may be submitted to the National Register by 1st September 2010 at the latest.

Articles 3 and 7 of this order authorise COREPILE to carry out registration on the ADEME National Register and to make sales declarations on behalf of its Members.

To enable COREPILE to fulfil these obligations on behalf of the Member, the latter agrees to comply with the following obligations:

#### 5.1.1. STANDARD PROCEDURE

No later than the end of January each year, the Member will send COREPILE a declaration relating to the total weight of batteries and accumulators placed on the market in the previous year.

The annual sales declaration will be submitted directly via COREPILE's extranet site. Accordingly, to complete its annual declaration, the Member must connect to the member's declaration area on the <a href="http://corepile.iwash.eu">http://corepile.iwash.eu</a> site (Appendix 3) and log in by entering its membership number and password which are shown on the title page of this agreement.

In the event the Member has no Internet access, it will complete its declaration in an Excel spreadsheet file which will be sent to it by COREPILE on request. The Member will be charged a management handling fee of €50 excl. taxes on its next Environmental Contribution invoice.

The following should be included in the declaration: all batteries and accumulators as listed at article 2.2 and including non-industrial portable batteries and accumulators sold (separately or built-in) on professional circuits.

In accordance with the Specifications (Chapter III, section 4), every declaration from the Member must be accompanied by a certificate of veracity signed by a corporate officer empowered for this purpose or by the company's Auditor(s). Any declaration not satisfying this requirement will not be validated.

### 5.2. INFORMATION AND COMMUNICATION

Whether Members are manufacturing producers or distributors, they must take advantage of their own communication actions and resources to use their <u>commercially reasonable efforts</u> to inform end-users of the need to sort batteries and accumulators selectively.

### 5.3 PROMOTING WASTE PREVENTION

Producer Members must use their <u>commercially reasonable</u> <u>efforts</u> to raise awareness among their customers and consumers regarding the ways in which the latter can cut down on their waste, in particular by informing them of the best ways in which to use batteries and accumulators in appliances. Producer Members must also use their <u>commercially reasonable efforts</u> to give preference to the eco-design approach in the manufacturing cycle of their products.

### ARTICLE 6 - OBLIGATIONS OF COREPILE

6.1. ACCEPTANCE OF LIABILITY FOR THE MEMBER'S OBLIGATIONS ON MATTERS OF DISPOSAL AND PROCESSING OF USED PORTABLE BATTERIES AND ACCUMULATORS

Subject to the Member complying with its own obligations and within the limits defined at article 2, COREPILE agrees, on behalf of the Member and in the conditions fixed in the Specifications, to accept liability for the whole of the obligations laid at the Member's charge by articles R. 543-128-1 et seq of the Environment Code and the regulatory texts passed for application thereof, namely:

- Individual registration of the Member on the ADEME National Register;
- Annual declaration to the ADEME National Register of the quantities placed on the market and declared to COREPILE;
- Collection from legal entities and people having the responsibility for gathering used portable batteries and accumulators, specifically local community household waste amenity sites, distributors' stores and electrical and electronic appliance crusher's yards (Appendix 4 logistics description);
- Processing and recovery of sorted batteries and accumulators;
- Obligations to inform consumers and producers as well as support the selective waste collection stakeholders;
- Actions intended to promote prevention of waste production;
- Research and development programme in order to reduce the impact of logistics and processing on the environment and to improve recycling output.

More generally, in partnership with its Members, COREPILE agrees to take the appropriate actions to attain collection targets and to fulfil the obligations defined in the Specifications.

### 6.2. AUDIT

In accordance with Specifications (Chapter II, section 4), every year COREPILE must conduct an audit of the data declared by a random sample of members representing at least 15% of the total tonnage declared.

In the event the audit were to reveal a significant discrepancy in the Member's declaration, an adjustment will be made, limited to the current year, and the cost of the audit will be charged to that Member.

### 6.3. ANNUAL DECLARATION OF COLLECTIONS

In accordance with Article 7 of Title II of the bye-law of 18 November 2009 relating to the procedure for registration and declaration for the National Register for batteries and accumulators, the quantities collected will be declared by COREPILE to the ADEME Register on behalf of all the Members, together with the quantities placed on the market, by no later than 1st March each year.

### 6.4. INFORMATION ON THE ACTIVITIES OF COREPILE

COREPILE provides the Member with an annual activity report detailing the main results of collection and recycling, a description of the communication actions undertaken as well as the key financial figures. This Report can be consulted on the COREPILE Website <a href="https://www.corepile.fr">www.corepile.fr</a> as from the end of March each year and can be sent out on application to COREPILE.

In addition, the annual activities Report delivered to the relevant authorities at the end of June, as provided in the Specifications, will also be available for consultation on the COREPILE Website.

### 6.5. CONFIDENTIALITY OF INFORMATION.

COREPILE agrees to preserve the confidentiality of all information of a financial or commercial nature disclosed by the Member, unless it is required by the regulations in force to disclose such information.

In addition, COREPILE agrees to disclose to third parties only general information which does not reveal the identity of each individual declarant; the same will apply to information transmitted to its supervising authorities within the framework of the normal auditing of its statistics on the effectiveness of the system and trends regarding the quantity of end-of-life portable batteries and accumulators.

Insofar as application of the above paragraph is concerned, COREPILE shareholders will be treated as third parties.

However, COREPILE may be obliged to disclose all of the information in its possession if so required by a court ruling.

In exchange, Members also agree to guarantee confidentiality of any commercial, economic and technical elements to which they may have had access during their period of membership of COREPILE.

### ARTICLE 7 - LIABILITY OF COREPILE - INSURANCE

### 7.1. LIABILITY

COREPILE is responsible for the choice of its service-providers and subcontractors and for choosing the methods for recovery and processing of batteries and accumulators.

In the event of any action by a third party against a Member and on the assumption that the latter's liability is established, COREPILE agrees to undertake the responsibility for the direct detriment suffered by the third party, inasmuch as the liability of COREPILE and/or its service-providers is established.

### 7.2. INSURANCE

COREPILE agrees to take out sufficient insurance cover with reputable insurance companies to cover the professional public liability it incurs for all its activities and obligations arising directly from this agreement and agrees to supply the corresponding certificates of insurance on written application.

In addition, COREPILE has taken out an insurance policy for risks of Environmental Damage covering Public Liability and pecuniary losses.

### ARTICLE 8 - TERMINATION - ESCAPE CLAUSE

### 8.1. TERMINATION

Apart from the cases for termination provided at articles 3.2 and 4.2 above, this agreement may be rescinded as a matter of law by either Party in the event of non-compliance by the other Party with any of its obligations, specifically in the event of non-payment of the Environmental Contribution by the agreed due date, after notice sent to the defaulting party by recorded delivery letter with advice of receipt has remained without effect for one (1) month.

Termination will also be occur automatically, as provided at Chapter II, section 1 of the Specifications, in the event of withdrawal or non-renewal of COREPILE's Agrément.

COREPILE will cease collecting on behalf of the Member with effect from the date on which termination takes effect.

### 8.2. ESCAPE CLAUSE

This agreement is entered into on the basis of the economic and regulatory data presently in force. Accordingly, if, subsequent to circumstances of an economic or regulatory order outside of the control of the parties occurring after the date of entry into effect hereof and disrupting the general organisation relating to the recovery and recycling of batteries and accumulators, or if the economy of the contractual relationship were to be modified in any significant manner, the parties agree to consult one another to restore the situation, in the spirit of this agreement, and to negotiate the revision of the provisions involved in good faith.

### ARTICLE 9 – PERSONAL RELATIONSHIP

In no case may any party transmit or assign this agreement to a third party except with the other party's prior agreement.

### ARTICLE 10 - RIGHTS TO TRADEMARKS AND LOGOS

COREPILE is the sole holder of the rights over the COREPILE trademark and logo.

Throughout the period of validity of this agreement, the Member will be entitled to include wording on its products and packaging to the effect that the collection and recycling of used batteries and accumulators is handled by COREPILE. If the Member avails itself of this option, it must inform COREPILE thereof beforehand and the latter may object thereto on reasonable grounds.

COREPILE is entitled to reproduce the name and logo of the Member as a commercial reference with regard to its partners. On the other hand, no use of the logos, trademarks and other distinctive signs of the Member in written form may be made by COREPILE in any extensive manner without the Member's express written authorisation.

### ARTICLE 11 - FORCE MAJEURE

Events of force majeure are defined as events that are unforeseeable and insurmountable and which make it absolutely impossible to perform this agreement in the conditions provided.

The non-performance of an obligation provided under this agreement due to an event of force majeure shall not give rise to the payment of any late performance penalties or damages and consideration on the part of the defaulting party.

The party claiming an event of force majeure must inform the other party by facsimile or any other means and follow this up by written confirmation by letter sent recorded delivery with advice of receipt, as soon as possible. The parties must then meet one another to discuss the consequences of the situation and endeavour to arrive at an acceptable solution to enable this agreement to be fulfilled.

It is expressly stipulated that in the event that performance of this agreement is delayed by more than one (1) month on grounds of force majeure, this agreement may be terminated without prior notice, by recorded delivery letter with advice of receipt from either party.

### ARTICLE 12 - MODIFICATION AND ADDENDUM

Any modifications or addendum to the membership agreement will be communicated to the Member by e-mail or via the space reserved for the Member's declaration on the website. For all modifications, the Member will give agreement in written or electronic form.

Any modification to or extension of this agreement is deemed to be a part of this agreement.

Appendices may be modified unilaterally by COREPILE subject to the right of termination offered to the Member in the conditions set out above insofar as concerns the Fees scale.

### ARTICLE 13 - INFORMATION AND CONTRACTUALIZATION BY ELECTRONIC MEANS

The parties expressly and unconditionally accept that information exchanged and agreements made by means of e-mail or via the member's space on the website <a href="http://corepile.iwash.eu">http://corepile.iwash.eu</a> shall be deemed validly accomplished in the conditions provided under the agreement.

### ARTICLE 14 - GOVERNING LAW, ALLOCATION OF JURISDICTION AND APPROVAL.

This agreement is subject to French law.

Before commencing any litigation, the parties will seek an out-of-court settlement of any disputes regarding the validity, performance and interpretation of the agreement, in good faith. The parties should meet in order to discuss the issue and carry out any relevant investigations to enable them to find a solution to the conflict between them. The parties will endeavour to reach a solution within 30 days of notice given by either of them for the need for a settlement, sent by recorded delivery letter with advice of receipt.

The parties intend for the procedure detailed in the two preceding paragraphs to be contractually binding. By mutual agreement, the parties declare that any legal action taken by either of them in breach of this procedure shall be inadmissible.

Failing an out-of-court settlement, any dispute relating to the validity, performance or interpretation of this agreement shall be submitted to the express jurisdiction of the Commercial Court of Paris, notwithstanding multiple defendants and/or third-party notice proceedings.

### ARTICLE 15 - ARRANGEMENTS FOR SIGNING THE AGREEMENT

This "Agrément" and the fees scale must be initialled on every page and signed in duplicate by the Member, with both copies to be returned to us. At the same time, the Member will log on to our extranet <a href="http://adherent.corepile.net">http://adherent.corepile.net</a> (password supplied on the title page of agreement) and complete its sales declaration for the previous year or a forecast for the current year if no sales has yet taken place.

One original copy of the agreement will then be returned to the Member by COREPILE together with the Certificate of Membership.

Both parties will precede their signature by the words "lu et approur	∕é" [read and approve	d] followed by their
company seal		
Signed in duplicate, at	. on	,
For COREPILE Mr. Frederic HEDOUIN Managing Director	ĺ	For the MEMBER Mr. • •(Job title)

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- Appendix 1: Current fees scale
- Appendix 2: "Agrément "of COREPILE and current Specifications
- Appendix 3: Procedure for accessing Members' declaration space on <a href="http://corepile.iwash.eu">http://corepile.iwash.eu</a>
- Appendix 4: COREPILE system description





Appendix 1
Price List Corepile 2016, 2015, 2014



# **Price List 2016**

### Established in September 2005 Apply From 1er Janvier 2016

Type of Batteries	Contribution € Ht by Kg		
Alkaline (baton cell, Farm, Block)	0,355		
Zinc Carbon (baton cell, Farm, Block)	0,525		
Primary Lithium (baton cell et button)	2,500		
Button Cell (Ox Ag, Alkalines, Zinc Air)	3,650		
Batteries Ni-MH	0,415		
Secondary Batteries Lithium Ion, Polymer	0,500		
Lead Batteries	0,550		
Batteries Ni-Cd	1,000		

**Article 4.4.5 of the membership agreement :** As an exception to the above provisions, should the Member's sales declarations show an annual Environmental Contribution of 200 euro pre-tax or less, the Environmental Contribution will be payable in one instalment on receipt of COREPILE's invoice



# Price List 2016 - détails

### Established in September 2005 Apply From 1er Janvier 2016

### Piles Alcalines 0,355 € / Kg

TYPES	Poids en g	Contribution unitaire	Contribution les 100
LR 61 / AAAA	6	0,002	0,213
LR 1/N	8	0,003	0,284
LR 03	11,5	0,004	0,408
LR 6	23,5	0,008	0,834
4LR 61	28	0,010	0,994
6 LR 61 (9V)	46	0,016	1,633
LR 14	66	0,023	2,343
LR 20	140	0,050	4,970
3 LR 12	157	0,056	5,574
LR 25-2	285	0,101	10,118
4 LR 25-2	1270	0,451	45,085

#### Piles Boutons 3,65 € / Kg

TYPES	Poids en g	Contribution unitaire	Contribution les 100
SR 416	0,12	0,000	0,044
SR 614/ SR 62 / SR 63 /SR 516	0,2	0,001	0,073
SR 61 / PR 70 / SR 64 / SR 67 / SR 60 / SR 65	0,3	0,001	0,110
SR 66 / SR 58 / SR 626	0,4	0,001	0,146
SR 59 / SR 68 / PR 41	0,5	0,002	0,183
SR 41 / LR 41 / SR 69 / SR 920 / AG13	0,6	0,002	0,219
LR 55 / SR 1116 / SR 731	0,7	0,003	0,256
PR 48 / SR 57 / SR 9257	0,8	0,003	0,292
LR 48 / SR 910	0,9	0,003	0,329
SR 48 / SR 55 / SR 610 / SR 910	1	0,004	0,365
LR 54	1,1	0,004	0,402
LR 43	1,5	0,005	0,548
LR 44	1,9	0,007	0,694
SR 44 / 375 A / SR 1116	2,2	0,008	0,803

#### Piles Salines 0,525 € / Kg

TYPES	Poids en g	Contribution unitaire	Contribution les 100
R 03	9	0,005	0,473
R 6	21	0,011	1,103
3 R8	29	0,015	1,523
6 F 22 (9V)	38	0,020	1,995
R 14	46	0,024	2,415
R 20	97	0,051	5,093
3 R 12	108	0,057	5,670
4 R 25	474	0,249	24,885
4 R 25-2	1280	0,672	67,200

### Piles Lithiums 2,50 € / Kg

TYPES	Poids en g	Contribution unitaire	Contribution les 100
CR 1025 / CR 1216	0,7	0,002	0,175
CR 1220 / CR 1225 / CR 1612	0,9	0,002	0,225
CR 1616	1,2	0,003	0,300
CR 2016	1,7	0,004	0,425
CR 1632	1,8	0,005	0,450
CR 2025	2,5	0,006	0,625
CR 2320	3	0,008	0,750
CR 2032 / CR 2034	3,3	0,008	0,825
CR 2430 / CR 2030	4	0,010	1,000
CR 2450	5,9	0,015	1,475
2 CR 1/3 N	9	0,023	2,250
CR 2	11	0,028	2,750
CR 123A	17	0,043	4,250
CRP2	37	0,093	9,250
CRV3	39	0,098	9,750
2 CR 5	40	0,100	10,000

Batteries NiCd 1,000 € HT/Kg - Lead Batteries 0,550 € HT/Kg - Batteries NiMH 0,415 € HT/Kg - Batteries Lithium 0,500 € HT/kg





## Price List 2015 (cf 4.5 new member's environnemental contribution)



# **Price List 2015**



September 2014 coming in force 1er January 2015

Catégorie de piles et accumulateurs	Contribution en Euro Ht par Kg
Piles Alcalines (bâtons, clôtures, phares, Zinc Air)	0.340
Piles Salines (bâtons, clôtures, phares,)	0,425
Piles Lithium (bâtons et boutons)	2,450
Piles Boutons (Ox Ag, Alcalines, Zinc Air)	3,500
Accumulateurs Ni-MH	0,400
Accumulateurs Lithium	0,500
Accumulateurs Plomb	0,550
Accumulateurs Ni-Cd	0,900

Article 4.4.5 du contrat d'adhésion : lorsque les déclarations de mise sur le marché de l'Adhérent font apparaître une Contribution Environnementale annuelle inférieure ou égale à 200 euros HT, la Contribution Environnementale annuelle sera forfaitairement fixée à 200 €, payable en une fois à réception de la facture COREPILE





## Price List 2014 (cf 4.5 new member's environnemental contribution)



# Barème 2014

Liberté • Égalité • Fraternité RÉPUBLIQUE FRANÇAISE

Septembre 2013 applicable au 1er Janvier 2014

Agréé par l'état depuis 2010

Catégorie de piles et accumulateurs	Contribution en Euro Ht par Kg
Piles Alcalines (bâtons, clôtures, phares, Zinc Air)	0,325
Piles Salines (bâtons, clôtures, phares,)	0,405
Piles Lithium (bâtons et boutons)	2,350
Piles Boutons (Ox Ag, Alcalines, Zinc Air)	3,500
Accumulateurs NiMH	0,400
Accumulateurs Lithium	0,480
Accumulateurs Plomb	0,580
Accumulateurs NiCd	0,900

Article 4.4.5 du contrat d'adhésion : lorsque les déclarations de mise sur le marché de l'Adhérent font apparaître une Contribution Environnementale annuelle inférieure ou égale à 200 euros HT, la Contribution Environnementale annuelle sera forfaitairement fixée à 200 €, payable en une fois à réception de la facture COREPILE







Appendix 2
Agreement Corepile



### Décrets, arrêtés, circulaires

#### TEXTES GÉNÉRAUX

#### MINISTÈRE DE L'ÉCOLOGIE, DE L'ÉNERGIE, DU DÉVELOPPEMENT DURABLE ET DE LA MER, EN CHARGE DES TECHNOLOGIES VERTES ET DES NÉGOCIATIONS SUR LE CLIMAT

Arrêté du 22 décembre 2009 portant agrément d'un organisme ayant pour objet d'enlever et de traiter les piles et accumulateurs portables usagés en application de l'article R. 543-128-3 du chapitre III du titre IV du livre V de la partie réglementaire du code de l'environnement

NOR - DEVENIENCE LA

Le ministre d'Etat, ministre de l'écologie, de l'énergie, du développement durable et de la mer, en charge des technologies vertes et des négociations sur le climat, et la ministre de l'économie, de l'industrie et de l'emploi,

Vu la directive 2006/66/CE du 6 septembre 2006 relative aux piles et accomulateurs ainsi qu'aux déchets de piles et accomulateurs ;

Vu le code de l'environnement, et notamment ses articles L. 541-10-2 et R. 543-124 à R. 543-134;

Vu la demande d'agrément déposée par la société COREPILE SA le 14 décembre 2009,

#### Amétent

- Art. 1\*. En application de l'article R. 543-128-3 du code de l'environnement, la société COREPILE SA, inscrite au registre du commerce et des sociétés de Paris sons le numéro 422-589 088, est agréée pour assurer l'enlèvement et le traitement des piles et accumulateurs portables usagés collectés sélectivement. Le calaier des charges s'appliquant à la société COREPILE SA figure en anuexe du présent arrêté.
- Art. 2. L'agrésment est délivré à compter du 1e janvier 2010 jusqu'au 31 décembre 2015

Si la société COREPILE SA souhaire le renouvellement du présent agrément, elle en fait la demande au moins trois mois avant son échéance en présentant un dossier dans les formes prévues au II de l'article R 543-228-3 du code de l'environnement suvisé.

L'agrément pourm être retiré dans les conditions prévoes à l'article R 543-128-4 du code de l'environnement

- Art. 3. Sur demande de la rociété COREPILE SA, le cabier des charges figurant en annexe du présent amété peut être modifié par les autorités qui ont agréé la société.
- Art. 4. L'annexe du présent amété sera publiée au Bulletin officiel du ministère de l'écologie, de l'écergie, du développement durable et de la mer, en charge des technologies vertes et des négociations sur le climat.
- Art. 5. Le directeur général de la prévention des risques et le directeur général de la compétitivité, de l'industrie et des services sont chargés, chacun en ce qui le concerne, de l'exécution du présent arrêté, qui sera publié au Journal officiel de la République française.

Fait à Paris, le 22 décembre 2009.

Le ministre d'Etat, ministre de l'écologie, de l'énergie, du développement durable et de la mer, en charge des technologies vertes et des négociations sur le climat, Pour le ministre et par délégation : Le directeur général de la prévention des risques, L. Micsan.





Appendix 3
User Guide for the declaration of the batteries put onto the french market

- Logon Required data page 2
- Manual declaration page 6
- Imported declaration page 13
- Transmission of the declaration page 20
- Other features of the Corepile declaration platform page 22



# Logon to the declaration platform

Website: <a href="http://adherent.corepile.net">http://adherent.corepile.net</a>

**Login :** Login: your member number

Password: provided by Corepile

## Two ways to make the declaration:

Manually: editing every line (user guide from page 7 to 12)

By importing an Excel file in a specific format (user guide from page 13 to 20)

## Required data for the declaration:

For standard references: The battery reference, the number of products put onto the market during the whole year and the type of sale (sold separately from appliance or integrated)

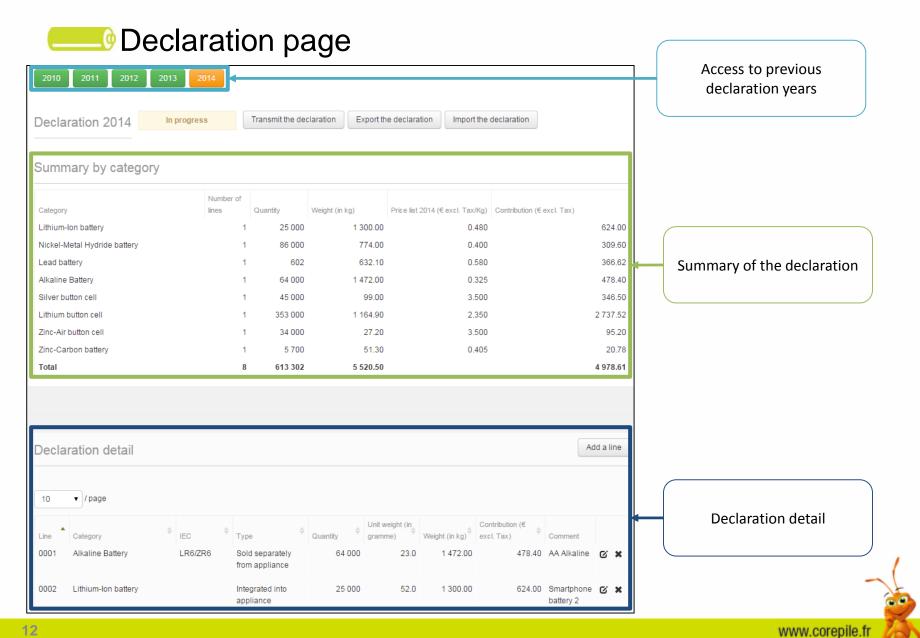
For non-standard references: The category of the battery, the unit weight, the number of products put onto the market during the whole year and the type of sell (sold separately from appliance or integrated)

10 www.corepile.fr

# Access to the declaration

Access to the declaration Corepile Member - Member n°0627 Your declarations ♠ Home Your invoices ■ Your information Standard references News Date Information 2014-12-11 17:10:21 Happy Christmas 2014 Christmass coming soon You can do or access to your declarations Your declarations You can access to your invoices and their payment status Your invoices

www.corepile.fr



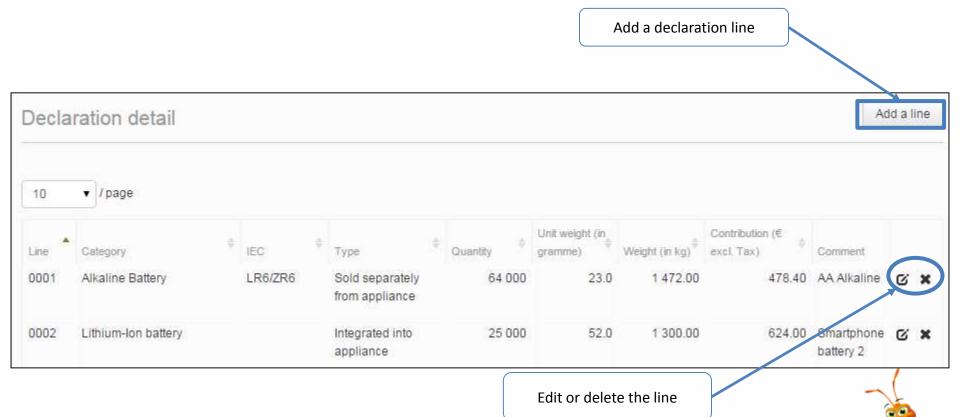
- Logon Required data page 2
- Manual declaration page 6
- Imported declaration page 13
- Transmission of the declaration page 20
- Other features of the Corepile declaration platform page 22



# Manual declaration

The declaration line for the previous year are initially inputted with quantities at zero.

You can modify or delete them and add other lines as necessary.



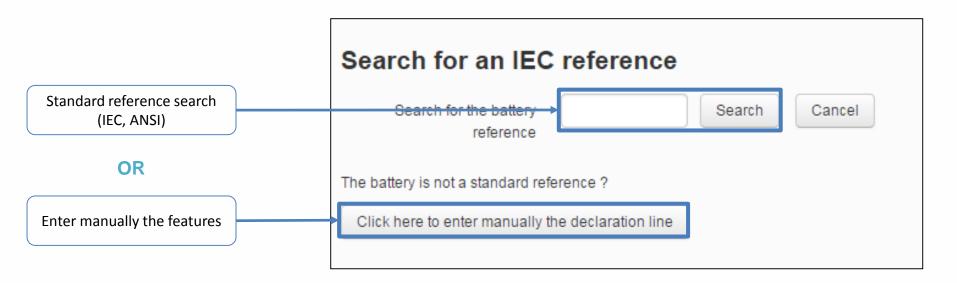


## When adding a line, you have to:

Do a search with the reference of the battery, if it is a standard reference (standard shape, IEC ANSI reference)

or

Enter the features of the declaration line manually, if the battery is a specific shape





# Standard reference search

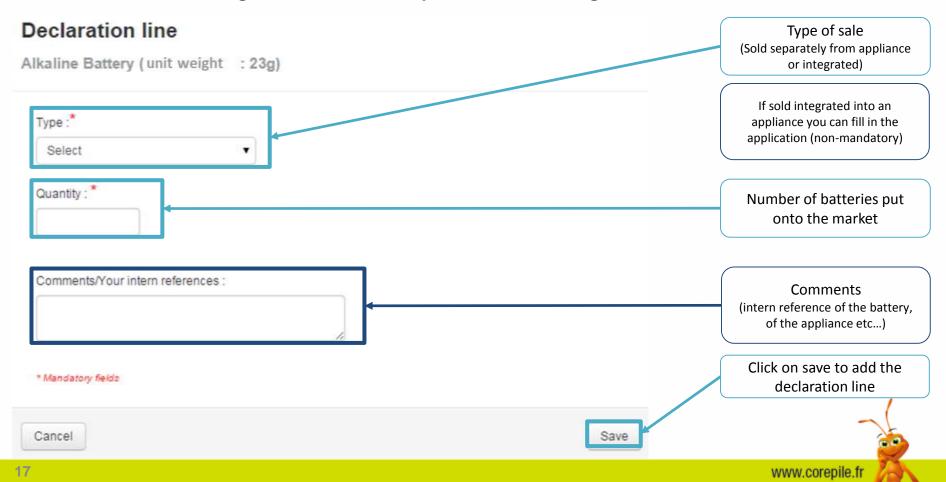


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# Add or edit the standard reference

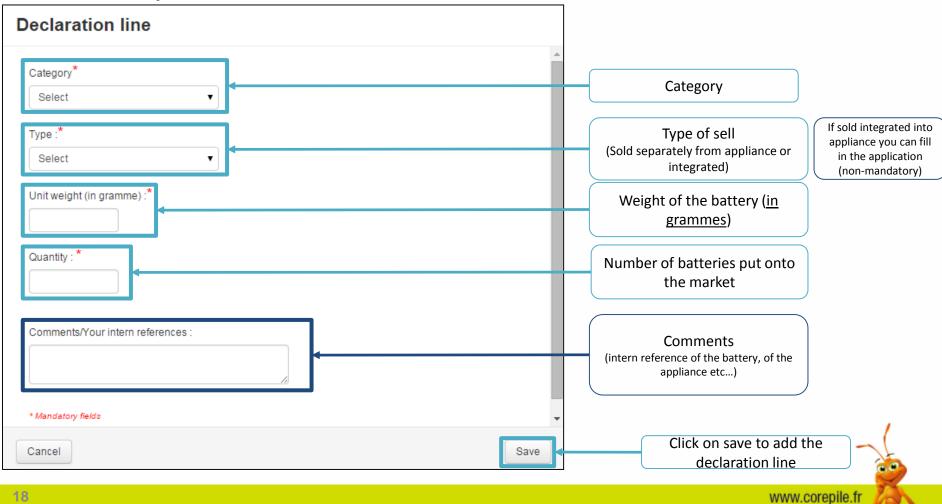
The reference is standard so the category and the unit weight are known by the platform.

The following data has to be completed when adding the declaration line:



# Add or edition of a non-standard reference

### **Every features of the line must be filled in :**



# Return to the declaration line

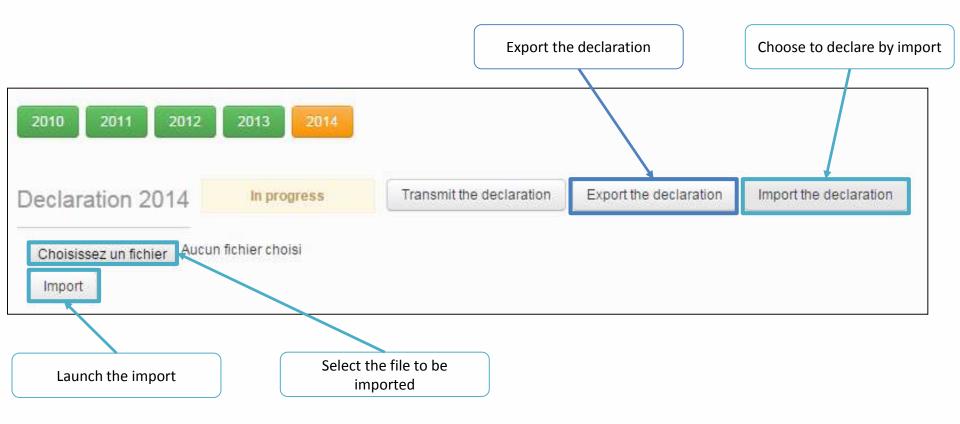
The added line is present on the declaration detail and you can edit or delete it.



- Logon Required data page 2
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# Imported declaration



Imported files in the previous Corepile declaration platform (with the nomenclature reference previously used and the former file format) are also accepted but for simplicity, it is advisable to use the new format.

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# Format of the imported file

### Important information:

- The Import must be done with an Excel File in the Excel 97-2003 (xls) or 2007 (xlsx) format according to specific formatting and titles explained in the following pages.
- An import will delete and replace the previous declaration lines.
- For more ease, you can export the previous declaration to use a template for the column titles and the reference requirements.

### Column titles

The titles of the first line must be the following:

1	Α	В	С	D	Е	F	G
1	Category	IEC reference	type	Type of appliance	Quantity	Weight (in gramme)	Comment



# Format of the imported file

## **Column A - Category:**

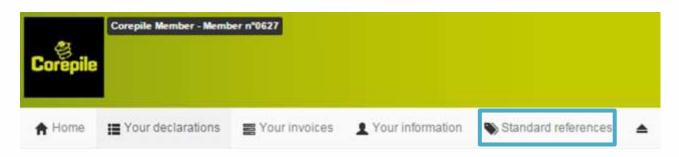
The name of the category must be one of the following:

**Alkaline Battery** Alkaline button cell Lithium button cell Lithium primary battery Silver button cell Zinc-Air battery Zinc-Air button cell **Zinc-Carbon battery** 

**Lead battery** Lithium Polymer battery Lithium-Ion battery **Nickel-Cadmium battery Nickel-Metal Hydride battery** 

## Column B – IEC reference (in the case of a non-standard reference : to be left empty):

The IEC reference must correspond to the categories on the system. You can consult the list of the standard references and their names on the tab « Standard references ».





# Format of the imported file

## **Column C - Type :**

The type must be one of the following:

Sold separately from appliance Integrated into appliance

## Column D - Type of appliance (to be filled in only if the battery is sold integrated into an appliance -

non-mandatory):

### The type of appliance must correspond to one of the below categories:

Car equipment Lighting Safety / Security Equipment

Computer/IT Medical Sports Equipment Cooking Other Power Tools

DIY Personal care Toys

Hearing care Phone Video Equipment

Hi-fi Camera Equipment

## **Column E – Quantity :**

Enter here the number of batteries sold (cell format : numbers).

### **Column F – Weight** (non-mandatory in the case of a standard reference):

Enter here the unit weight of the battery in grams.

### Column G - Comment (non-mandatory):

You can enter here your intern references of the battery or of the appliance.



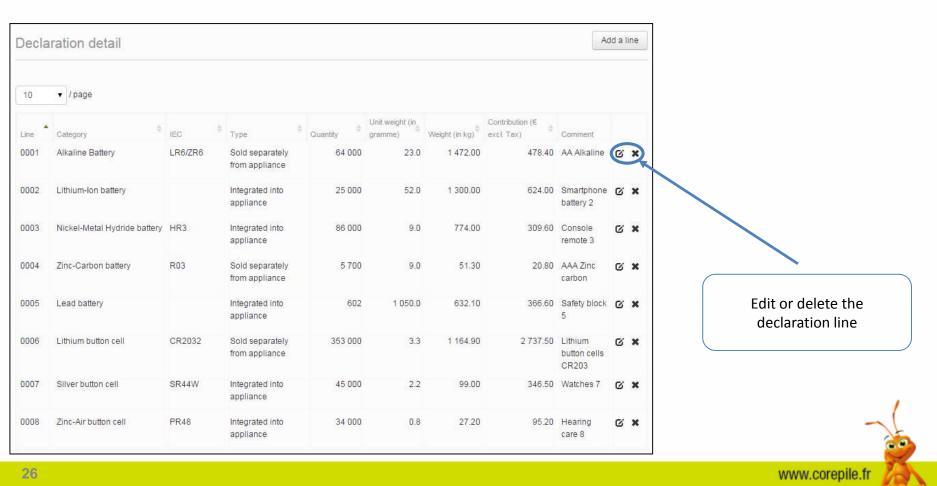
# Example of an import file

A	A	В	С	D	Е	F	G
1	Category	IEC reference	type	Type of appliance	Quantity	Weight (in gramme)	Comment
2	Alkaline Battery	LR6/ZR6	Sold separately from appliance		64000	23,00	AA Alkaline
3	Lithium-Ion battery		Integrated into appliance	Téléphonie	25000	52,00	Smartphone battery 2
4	Nickel-Metal Hydride battery	HR3	Integrated into appliance	Jouets	86000	9,00	Console remote 3
5	Zinc-Carbon battery	R03	Sold separately from appliance		5700	9,00	AAA Zinc carbon
6	Lead battery		Integrated into appliance	Sécurité	602	1050,00	Safety block 5
7	Lithium button cell	CR2032	Sold separately from appliance		353000	3,30	Lithium button cells CR2032
8	Silver button cell	SR44W	Integrated into appliance	Soins personnels	45000	2,20	Watches 7
9	Zinc-Air button cell	PR48	Integrated into appliance	Audioprothèses	34000	0,80	Hearing care 8

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#### Return to the declaration line

# Once the import is complete, you can come back on to the detail of the declaration to edit or delete lines.



- Logon Required data page 2
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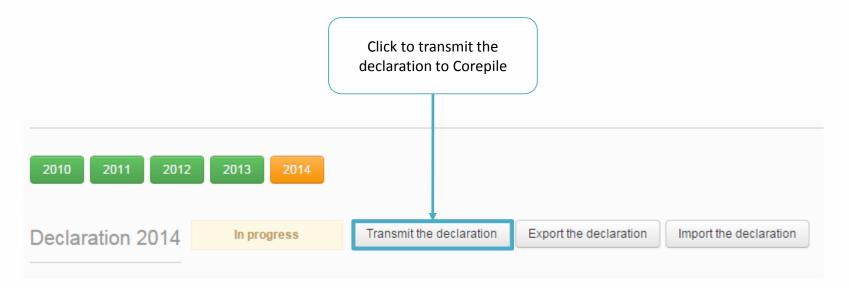


#### Transmission of the declaration

Once the entire years declaration is complete, you need to <u>click on « Transmit the</u> declaration ».

You will receive the certificate of veracity by email to be <u>filled in, signed and returned</u> to Corepile.

Corepile will then process your declaration.





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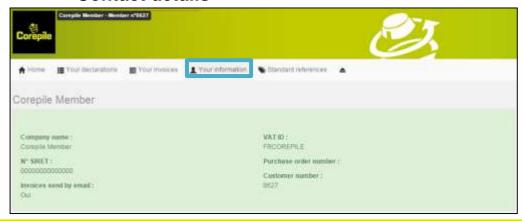
### Other features of the Corepile declaration platform

#### View and download invoices



You can download the invoices and check the payment status

#### **Contact details**



You can not modify the contact details. If you want to update the information, please contact Corepile





17 rue Georges Bizet 75016 Paris France

Phone: +33 (0)820 802 820 Fax: +33 (0)820 890 306 Email: corepile@corepile.fr

Website : www.corepile.fr

Your contact:

**David Turmel** 

Phone: +33 (0)1 56 90 30 91 email: fiduciaire@corepile.fr





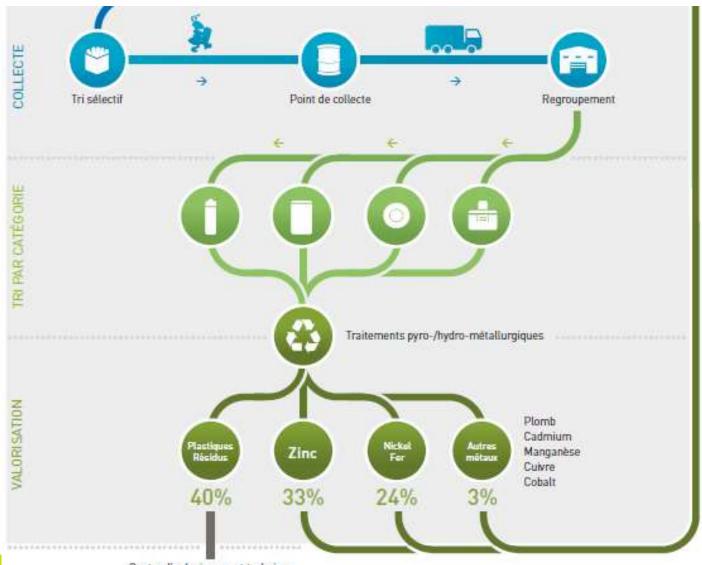
Appendix 4
COREPILE system description



#### who is Corepile

Vocation Actionnariat Opérationnel Organization Organisation Non profit Carrefour Eco-Duracell companie organisme Energizer With since 2003 6 persons agreement Garoa, GP agreement Varta 2010-2016 **SPAP** of Ministery Members Collecting point Collecting Rate Recyclage Certification 535 8 440 tonnes +28000collected ISO 14001 ... et recycled > 70% Distribution ~ 41% Target 2015 > **Municipal Waste** depuis 2003 P&A mises en 8600 T Companies ... marché FR (32000 T)

# Complete organisation







# Sorting and recycling

#### 1. Sorting all type of batteries





#### 2. Crushing and metallic fraction







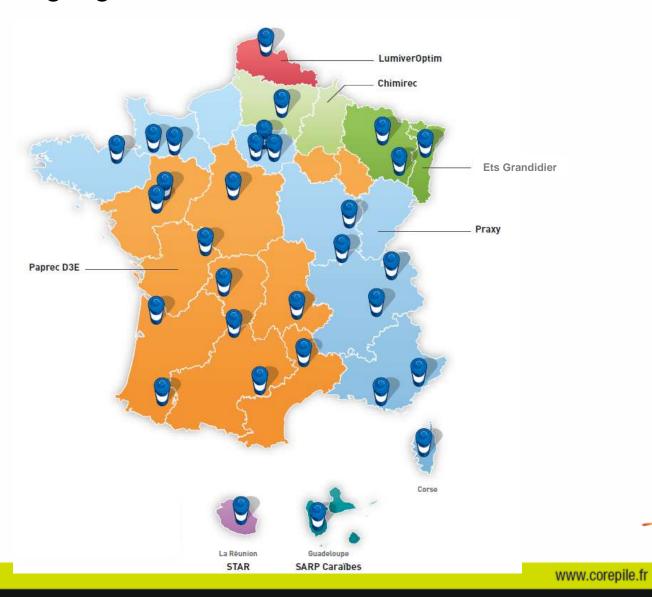








# Outsourcing logistic



## Ours suppliers Sorter and recycling plant







CENTRE DE RECYCLAGE 2014

# Used batteries collected by Corepile













# Waste refused by Corepile



Lead batteries







Industrial batteries



**Batteries Charger** 



Onduleur



Weapon, bullet