# MEMBERSHIP AGREEMENT
# PORTABLE BATTERIES AND ACCUMULATORS

**VERSION 17 - 01/19**

**N° ADHERENT : ……..**

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 .....

Registered with the Registry of Commerce & Companies of ..... under SIRET number: ....., NAF Code .....
Intracommunity VAT No.....

represented by ....., its ....., 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:

**Please note your 1st declaration period put on market:** O **2016** O **2017** O **2018** O **2019**

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 http://adherent.corepile.net and log in by entering your membership number and 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" delivery by 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 Agreement and Specifications are appended to this agreement (Appendix 1).

C. The Company ..... , having the capacity of Producer in the meaning given in the aforesaid provisions, wishes to register into the system put in place by COREPILE to meet the obligations laid upon it by the Environment Code.

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 quarter'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 site http://adherent.corepile.net

| 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://adherent.corepile.net 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 site http://adherent.corepile.net (the User Guide for the declaration of the batteries put onto the French market will be sent with the connexions codes) 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 commercially reasonable efforts to inform end-users of the need to sort batteries and accumulators selectively.

5.3 PROMOTING WASTE PREVENTION

Producer Members must use their commercially reasonable efforts 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 commercially reasonable efforts 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;
- 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 www.corepile.fr 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 http://adherent.corepile.net 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 Agreement 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 http://adherent.corepile.net (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 approuvé*" [read and approved] followed by their

company seal..

Signed in duplicate, at ..... on.....,

For COREPILE
Mr. Frederic HEDOUIN
Managing Director

For the MEMBER
Mr. or Mrs
(Job title)

.....

- Appendix 1: Current fees scale 2019/2018/2017/2016
- Appendix 2: Agreement of COREPILE and current Specifications

# Appendix 1
# Price List Corepile
# 2019, 2019, 2017 and 2016

Corepile

# Price List 2019

Compliance Recycling Organization
State Approved
2016-2021

**Applicable from 1st January 2019**

| Types of Batteries | Contribution in € excl. VAT per Kg |
|---|---|
| **Alkaline** (Stick, Farm, Block, Zinc Air…) | 0,350 |
| **Zinc Carbon** (Stick, Farm, Block…) | 0,525 |
| **Primary Lithium** (Stick and button cells ) | 2,500 |
| **Button Cell** (Silver Oxyde, Alkaline, Zinc Air…) | 3,650 |
| **Ni-MH** | 0,390 |
| **Lithium Ion** | 0,450 |
| **Lithium Polymer & others lithium rechargeable** | 0,480 |
| **Lead** | 0,515 |
| **Ni-Cd** | 0,975 |

**Article 4.4.5 of the membership agreement: the annual contribution cannot be below 200 € excl. VAT.**

**This price list is in conformity with the 'Eco-Modulation' criterias.**

# Price List 2019

**Applicable from 1st January 2019**

| Alkaline | | |
|---|---|---|
| IEC Reference | Poids en g | Contribution les 1000 |
| LR61 | 6 | 2,10 |
| LR1 | 8 | 2,80 |
| LR03 | 10,2 | 3,57 |
| LR6 | 22 | 7,70 |
| 4LR61 | 28 | 9,80 |
| 6 LR61 (9V) | 45 | 15,75 |
| LR14 | 65 | 22,75 |
| LR20 | 132 | 46,20 |
| 3LR12 | 155 | 54,25 |
| 4LR25 | 540 | 189,00 |
| 4LR25-2 | 1280 | 448,00 |

| Zinc Carbon | | |
|---|---|---|
| IEC Reference | Poids en g | Contribution les 1000 |
| R03 | 9,5 | 4,99 |
| R6 | 18 | 9,45 |
| 3R8 | 29 | 15,23 |
| 6F22 (9V) | 34 | 17,85 |
| 2R10 | 35 | 18,38 |
| R14 | 38 | 19,95 |
| R20 | 90 | 47,25 |
| 3R12 | 95 | 49,88 |
| 3R20 | 333 | 174,83 |
| 4R25 | 475 | 249,38 |
| 4R25-2 | 1105 | 580,13 |

| Button Cell (Silver Oxyde, Alkaline, Zinc Air…) | | |
|---|---|---|
| IEC Reference | Poids en g | Contribution les 1000 |
| SR416 | 0,12 | 0,438 |
| SR614/ SR62 / SR63 /SR516 | 0,2 | 0,730 |
| SR61 / PR70 / SR64 / SR67 / SR60 / SR65 | 0,3 | 1,095 |
| SR66 / SR58 / SR626 | 0,4 | 1,460 |
| SR59 / SR68 / PR41 | 0,5 | 1,825 |
| SR41 / LR41 / SR69 / SR920 / AG3 | 0,6 | 2,190 |
| LR55 / SR1116 / SR731 | 0,7 | 2,555 |
| PR48 / SR57 | 0,8 | 2,920 |
| LR48 / LR59 | 0,9 | 3,285 |
| SR48 / SR55 / SR610 / SR910 | 1 | 3,650 |
| LR54 | 1,1 | 4,015 |
| LR43 | 1,5 | 5,475 |
| LR44 | 1,9 | 6,935 |
| SR44 / SR1156 | 2,2 | 8,030 |

| Batteries Ni-MH | | |
|---|---|---|
| IEC Reference | Poids en g | Contribution les 1000 |
| HR3 | 9 | 3,510 |
| HR6 | 24 | 9,360 |
| HR22 | 45 | 17,550 |
| HR14 | 58 | 22,620 |
| HR20 | 70 | 27,300 |

| Primary Lithium Stick and button | | |
|---|---|---|
| EC Reference | Poids en g | Contribution les 1000 |
| CR1025 / CR1216 | 0,7 | 1,75 |
| CR1220 / CR1225 / CR1612 | 0,9 | 2,25 |
| CR1616 | 1,2 | 3,00 |
| CR1620 | 1,3 | 3,25 |
| CR2016 | 1,7 | 4,25 |
| CR1632 | 1,8 | 4,50 |
| CR2025 | 2,5 | 6,25 |
| CR2320 | 3 | 7,50 |
| CR2032 / CR2034 | 3,3 | 8,25 |
| CR2430 | 4 | 10,00 |
| CR2450 | 5,9 | 14,75 |
| FR03 | 7,5 | 18,75 |
| 2CR1/3 N | 9 | 22,50 |
| CR2 | 11 | 27,50 |
| FR6 | 14,5 | 36,25 |
| CR123A / CR2NP | 17 | 42,50 |
| CR17450 | 22 | 55,00 |
| U9VL (9V) | 33 | 82,50 |
| CRP2 | 37 | 92,50 |
| CRV3 | 39 | 97,50 |
| 2 CR 5 | 40 | 100,00 |
| CR23500 | 42 | 105,00 |

**Weights of the IEC references extracted from European Batbase.**

# Price List

## Applicable to 1er January 2018

Compliance Recycling Organization
Under State Approval since 2010
Not for profit (2016-2021)

| Type of Batteries | Contribution € Ht by Kg |
|---|---|
| Alkaline (stick, farm, block…) | 0,355 |
| Zinc Carbon (stick, farm, block…) | 0,525 |
| Primary Lithium (stick cell and button) | 2,500 |
| Button Cell (Silver Oxyde, Alkaline, 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 |

**Alkaline 0,355 € / Kg**

| IEC Reference | Contribution for 1000 |
|---|---|
| LR 1 / N | 2,84 |
| LR 03 - AAA | 4,08 |
| LR 6 - AA | 8,34 |
| 6 LR 61 (9V) | 16,33 |
| LR 14 - C | 23,43 |
| LR 20 - D | 49,70 |
| 3 LR 12 | 55,74 |
| LR 25-2 | 101,18 |
| 4 LR 25-2 | 450,85 |

**Buttons Cell 3,65 € / Kg**

| IEC Reference | Contribution for 1000 |
|---|---|
| SR 61 / PR 70 / SR 64 / SR 67 / SR 60 / SR 65 | 1,095 |
| SR 66 / SR 58 / SR 626 | 1,460 |
| SR 59 / SR 68 / PR 41 | 1,825 |
| SR 41 / LR 41 / SR 69 / SR 920 / AG3 | 2,190 |
| LR 55 / SR 1116 / SR 731 | 2,555 |
| PR 48 / SR 57 / SR 9257 | 2,920 |
| LR 48 / SR 910 | 3,285 |
| SR 48 / SR 55 / SR 610 / SR 910 | 3,650 |
| LR 54 | 4,015 |
| LR 44 | 6,935 |
| SR 44 / 375 A / SR 1156 | 8,030 |

**Batteries NI MH 0,415 € / Kg**

| IEC Reference | Contribution for 1000 |
|---|---|
| HR3 | 3,735 |
| HR6 | 9,960 |
| HR14 | 24,070 |
| HR20 | 29,050 |
| HR22 | 18,675 |

**Zinc Carbon 0,525 € / Kg**

| IEC Reference | Contribution for 1000 |
|---|---|
| R 03 - AAA | 4,73 |
| R 6 - AA | 11,03 |
| 3 R8 | 15,23 |
| 6 F 22 (9V) | 19,95 |
| R 14 | 24,15 |
| R 20 | 50,93 |
| 3 R 12 | 56,70 |
| 4 R 25 | 248,85 |
| 4 R 25-2 | 672,00 |

**baton et buttons Lithiums 2,50 € / Kg**

| IEC Reference | Contribution for 1000 |
|---|---|
| CR 1025 / CR 1216 | 1,750 |
| CR 1220 / CR 1225 / CR 1612 | 2,250 |
| CR 1616 | 3,000 |
| CR 2016 | 4,250 |
| CR 1632 | 4,500 |
| CR 2025 | 6,250 |
| CR 2032 / CR 2034 | 8,250 |
| CR 2450 | 14,750 |
| 2 CR 1/3 N | 22,500 |
| CR 2 | 27,500 |
| CR 123A | 42,500 |
| CRP2 | 92,500 |
| CRV3 | 97,500 |
| 2 CR 5 | 100,000 |

•**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 € pre-tax or less, the Environmental Contribution will be payable in one instalment on receipt of COREPILE's invoice

# Price List 2017

Approved environmental System
by the ministery since 2010

**Established in September 2016 Apply From 1er Janvier 2017**

| 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 2017 - details

## Established in September 2016 Apply From 1er Janvier 2017

**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 2016

Approved environmental System
by the ministery since 2010

**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

# Appendix 2
# Agreement Corepile

# Décrets, arrêtés, circulaires

## TEXTES GÉNÉRAUX

### MINISTÈRE DE L'ÉCOLOGIE, DU DÉVELOPPEMENT DURABLE ET DE L'ÉNERGIE

**Arrêté du 22 décembre 2015 portant agrément d'un éco-organisme de la filière des déchets de piles et accumulateurs portables en application des articles R. 543-128-3 et R. 543-128-4 du code de l'environnement**

NOR : *DEVP1528566A*

La ministre de l'écologie, du développement durable et de l'énergie et le ministre de l'économie, de l'industrie et du numérique,

Vu la directive 2006/66/CE du Parlement européen et du Conseil du 6 septembre 2006 relative aux piles et accumulateurs ainsi qu'aux déchets de piles et d'accumulateurs modifiée ;

Vu le code de l'environnement, notamment les articles L. 120-1, L. 541-10 et R. 543-128-1 à R. 543-128-5 ;

Vu l'arrêté du 20 août 2015 relatif à la procédure d'agrément et portant cahier des charges des éco-organismes de la filière des déchets de piles et accumulateurs portables en application des articles R. 543-128-3 et R. 543-128-4 du code de l'environnement ;

Vu la demande d'agrément déposée par la société COREPILE SA le 19 octobre 2015,

Arrêtent :

**Art. 1er. –** La société COREPILE SA, inscrite au registre du commerce et des sociétés de Paris sous le numéro 422 589 088, est agréée, sur la base de sa demande d'agrément déposée en date du 19 octobre 2015, pour contracter avec les producteurs de piles et accumulateurs portables qui lui confient leurs obligations s'agissant de la gestion des déchets de piles et accumulateurs portables en application de l'article R. 543-128-3 du code de l'environnement et dans le respect du cahier des charges figurant en annexe de l'arrêté du 20 août susvisé.

**Art. 2. –** L'agrément est délivré à compter du 1er janvier 2016 jusqu'au 31 décembre 2021.

L'agrément peut être retiré avant cette échéance, dans les conditions prévues aux articles L. 541-10 et R. 543-128-4 du code de l'environnement, s'il apparaît que la société COREPILE SA n'a pas observé les exigences du cahier des charges annexé à l'arrêté du 20 août 2015 susvisé.

**Art. 3. –** Si la société COREPILE SA souhaite modifier les dispositions précisées dans sa demande d'agrément, elle en fait la demande auprès du ministère chargé de l'écologie, du développement durable et de l'énergie et du ministère de l'économie, de l'industrie et du numérique. Ces modifications sont instruites dans les conditions fixées aux articles 2 et 3 de l'arrêté du 20 août 2015 susvisé.

**Art. 4. –** En cas de modification du cahier des charges annexé à l'arrêté du 20 août 2015 susvisé, la société COREPILE SA dispose de trois mois pour proposer des compléments à sa demande d'agrément auprès du ministère chargé de l'écologie, du développement durable et de l'énergie et du ministère de l'économie, de l'industrie et du numérique. Ces compléments sont instruits dans les conditions fixées aux articles 2 et 3 de l'arrêté du 20 août 2015 susvisé.

**Art. 5. –** La directrice générale de la prévention des risques et le directeur général des entreprises 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 le 22 décembre 2015.

*La ministre de l'écologie,*
*du développement durable*
*et de l'énergie,*
Pour la ministre et par délégation :
*La directrice générale*
*de la prévention des risques,*
P. Blanc