

SMALL ADHERENTS OF BATTERY AND ACCUMULATOR APPLICABLE CONDITIONS

These conditions apply to the undersigned Small Adherent (hereinafter referred to as the “ADHERENT”), which, in so doing, declares and warrants to Electrão – Associação de Gestão de Resíduos (hereinafter referred to as “Electrão”) that it meets the conditions defined by the latter for qualification as a Small Adherent.

For the purposes of these Conditions, a Small Adherent is a Producer that markets a quantity of batteries and accumulators that is less than the units and quantities defined for the purposes of this classification by Electrão (which units and quantities Electrão may, at its sole discretion, freely reviews periodically).

The Small Adherent to which the “small producer” classification, as defined by the Agência Portuguesa do Ambiente, I.P., applies, in accordance with the terms and for the purposes of article 78 of Decree-Law no. 152-D/2017, of 11 December (or of such legislation as amends or replaces it), shall be exempt from the payments provided in this document, during such time as it complies with the conditions defined for that purpose by the said Agency.

The provisions of these Conditions shall cease to be applicable as soon as the ADHERENT ceases to meet the conditions defined by Electrão for qualification as a Small Adherent, or in order to qualify for the “small producer” classification, as defined by the Agência Portuguesa do Ambiente, I.P., and as from the date on which Electrão considers that the ADHERENT no longer meets those conditions, the conditions in force in Electrão, which apply to other adherents, shall be applicable and the ADHERENT undertakes to enter into an Agreement with Electrão to join the Integrated Batteries and Accumulators Waste Management System in accordance with its current standard terms.

CONDITIONS

1. SUBJECT MATTER

1.1. The ADHERENT, in its capacity as a Producer of Batteries and Accumulators (hereinafter referred to as “BA”), hereby joins the Integrated BA Waste Management System managed by Electrão, the material scope of which comprises portable batteries and accumulators and industrial batteries and accumulators that fall within the scope of the permit granted to Electrão by Order no. 11275-D/2017 of the Secretary of State of the Environment, and transfers to it its liability for the management of the BA that falls within the said scope, in accordance with Decree-Law no. 152-D/2017, of 11 December.



1.2. BA, which is placed on the domestic market by the ADHERENT for the first time, as from the beginning of the calendar year in which these conditions are subscribed by the ADHERENT (or, in 2018, as provided in 4.3. below), is covered by these Conditions.

1.3. BA shall be deemed to be first placed on the domestic market by the ADHERENT on the dates of invoices or other accounting documents that support the offer thereof.

1.4. The liability transferred by the ADHERENT to Electrão pursuant to these Conditions is limited to Portuguese territory, which is referred to in these Conditions as the domestic market.

2. REPORTING DUTIES

2.1. The ADHERENT is subject to a duty to confirm its subjection to the Small Adherents System by subscribing the same annually. By so doing, it declares that it complies with the market placement limits established in the corresponding Electrão Regulation. The quantities and units of BA placed on the market during the previous calendar year, or in the absence of any such placement, the estimated placement during the current year, shall be used to evaluate inclusion in the Small Adherents System.

2.2. Whenever the ADHERENT does not qualify for inclusion in the said scheme in any year, it shall enter into an Agreement to Join the Integrated Battery and Accumulator Waste Management System managed by Electrão and shall retroactively correct the quantities declared.

2.3. The data reported by the ADHERENT shall be certified by a Certified Accountant or by an Official Auditor, if this is required by the Agência Portuguesa do Ambiente, I.P., by the Direcção-Geral das Actividades Económicas, or by some other proper authority (hereinafter referred to as “Proper Authorities”), unless some other certification mechanism is agreed between the ADHERENT and Electrão and approved by the entity that imposed the said requirement. The ADHERENT shall submit the said certification within no more than 30 days of being requested so to do by Electrão.

3. INFORMATION DUTIES

3.1. The ADHERENT warrants the quality and veracity of the information transmitted by it and is solely liable with regard thereto and agrees to act in such a way as not to prejudice the reporting of this information by Electrão to the Proper Authorities.

3.2. The ADHERENT shall, whenever so requested, provide Electrão, or third parties indicated by it (including processing facilities) with information regarding compliance with the legal obligations regarding the essential requirements of BA and other information regarding BA that is required by law, Electrão, the said third parties, or by any of the Proper Authorities, free of charge and in Portuguese, or such other language as is accepted by Electrão.

3.3. The ADHERENT shall provide Electrão with information regarding the preventive and reuse measures adopted, on an annual or more frequent basis communicated to it by decision of any of the Proper Authorities or in order to enable Electrão to comply with its obligations to them, and prove them in accordance with the existing rules and such rules as may, in the future, come into force regarding the same, as well as with regard to the design of new BA.

3.4. The ADHERENT hereby expressly authorises Electrão to make all information declared or provided by the ADHERENT pursuant to these Conditions, available to the Proper Authorities, even if the same is confidential.

3.5. The reporting and information duties provided in these Conditions shall remain in force to the extent necessary in order to comply with Electrão's obligations as a BA waste management body.

4. PAYMENTS AND INVOICING

4.1. The ADHERENT shall pay an annual fee to Electrão, hereinafter referred to as the Annual Fee, for the management of BA waste, in accordance with the provisions of the Small Adherents System, according to the quantity and characteristics of the BA placed on the domestic market and as determined in accordance with these Conditions. The amount of the Annual Fee, in force of each year, may be consulted on Electrão's website (www.electrao.pt).

4.2. The Annual Fee shall be paid to Electrão by the 30th of March of each calendar year.

4.3. In 2018 (i.e. for the period from 1 July to 31 December 2018, as the transfer of liability may only be legally effective pursuant to these Conditions as from 1 July 2018) the amount of the annual fee will be half the annual amount provided in the corresponding regulation.

5. DECLARATION OF THE TRANSFER OF LIABILITY

The Declaration of Transfer of Liability for the management of BA waste in a given period shall be issued by Electrão whenever the ADHERENT has (i) made the payments corresponding to that period and (ii) its contractual situation is regular and without any type of breach.

6. AUDIT AND CONTROL

6.1. The ADHERENT is solely liable with regard to the quality and veracity of the information provided by it to Electrão in accordance with its reporting and information duties provided in these Conditions and in the law, i.e. with regard to the information related to the quantities of BA placed on the domestic market and the characteristics thereof.

6.2. Electrão may arrange audits and any other control measures, via external and independent entities, in order to confirm the quality and veracity of the information provided to it by the ADHERENT, and compliance of the ADHERENT with the obligations arising from these Conditions.

6.3. The ADHERENT shall cooperate with the independent entity that conducts the audit or control measure and shall make all information and documents requested of it available to Electrão at the ADHERENT's headquarters in Portugal, or at the headquarters of Electrão, if the ADHERENT does not have a registered office in Portugal.

6.4. The audit report shall be sent to the ADHERENT by the entity that has performed the audit within five days. Electrão shall notify the ADHERENT of the deadlines for the implementation of the proposed corrections foreseen or arising from the audit report.

6.5. The costs inherent in the conduct of the audits or control measures provided in the preceding paragraphs shall be borne by Electrão, unless the same have to be conducted outside of Portugal, or where the said audits or control measures are a consequence of omissions in or defects of information provided by the ADHERENT, which result in a variation of the amount in question in excess of 5%, when the ADHERENT shall be required to bear the said costs, in addition to the corrections arising with regard to the weight/units/ type/ chemical system and other characteristics declared and the corresponding payments resulting from the application of the fee, without prejudice to the right of Electrão to rescind ADHERENT's adoption, in accordance with the provisions of 9. below.

7. ENTRY INTO FORCE AND TERM

7.1. The admission of the ADHERENT to Electrão Extended Producer Responsibility Scheme for Small Adherents shall come into force automatically on the date these Conditions are subscribed by the ADHERENT, but never before 1 July 2018.

7.2. The person(s) who sign(s) these Conditions on behalf of the ADHERENT hereby ensure(s) and declare(s) that he/she/they is/are duly authorised to sign on behalf thereof and that all authorisations necessary for that purpose have been obtained.

7.3. These Conditions shall remain in force only for as long as the ADHERENT pays the corresponding annual payments due for each calendar year.

7.4. These Conditions and the ADHERENT's adoption shall expire in the event of the withdrawal, suspension, termination, revocation or non-renewal of Electrão's permit to manage an Integrated BA Waste Management System, or if Electrão becomes unable to pursue its company objects.

7.5. In the event of the termination of these Conditions, no sums shall be payable to the ADHERENT as a consequence of settlements of accounts.

8. DISSEMINATION

The ADHERENT authorises Electrão to use and disclose its name or business name, as well as its contact details and the date it became an adherent of the Integrated BA Waste Management System managed by Electrão, on its website (www.electrao.pt) and also in any articles, information or publications of Electrão.

9. OTHER OBLIGATIONS

9.1. The ADHERENT agrees to participate in and cooperate with preventive measures promoted by Electrão, i.e. those envisaged in its prevention plan.

9.2. The ADHERENT warrants and declares that it complies and will continue to comply with its legal obligations regarding the requirements affecting BA, in accordance with the legislation applicable from time to time.

9.3. Electrão shall provide the ADHERENT with information regarding measures taken by it with regard to BA waste management and its results. This information will be made available on Electrão's website (www.electrao.pt).

10. LAW AND VENUE

10.1. These Conditions shall be governed by Portuguese Law, with the exception of the rules regarding conflict of laws.

10.2. The court of the Lisbon judicial district shall have exclusive jurisdiction with regard to all questions arising from the interpretation, resolution of lacunae, performance or termination of these Conditions.

SUBSCRIPTION DECLARATION

The ADHERENT hereby declares that it accepts and subscribes these Conditions and joins the Electrão Extended Producer Responsibility Scheme for Small Adherents.

Date: _____ of _____ 20_____

ADHERENT IDENTIFICATION DATA

Company name/Name: _____

Registered Office/ Address: _____

Email address for invoice to be sent: _____

Legal Person Number/ Tax Identification Number: _____

Name(s) of the person(people) who sign:

For and on behalf of Electrão

For and on behalf of the ADHERENT

Signature(s) of representative(s)

Signature(s) of representative(s)