

REPORTING AGREEMENT – BATTERIES

1 Background

1.1 According to the Ordinance (2008:834) on producer responsibility for batteries, producers of the products encompassed by the Ordinance are, among other things, responsible for collection, pre-treatment, recycling and other recovery of waste that such products comprise. Furthermore, under the same Ordinance, the producers must submit information yearly to the Swedish Environmental Protection Agency before 31 March about any sales made and the taking care of products, as well as the manner in which they have fulfilled their obligations under the Ordinance. The quantities of battery waste taken care of shall be stated in kilos.

1.2 The aim of this Agreement is to expand the collaboration of the Parties in such a way that El-Kretsen undertakes to also assist the Producer to a certain extent in connection with the performance of the obligation under the Ordinance to provide information to the Swedish Environmental Protection Agency.

2 El-Kretsen's obligations

2.1 El-Kretsen undertakes to assist the Producer in connection with the provision of information to the Swedish Environmental Protection Agency in accordance with the Ordinance on producer responsibility for batteries.

2.2 El-Kretsen's undertaking includes the compilation of the information that the Producer has provided to El-Kretsen and to - as soon as the Producer has made the required supplements and approved the information - report this information to the Swedish Environmental Protection Agency in accordance with the provisions of the Ordinance.

2.3 El-Kretsen does not accept any responsibility as regards the correctness of the information provided.

3 The Producer's obligations

3.1 This Agreement does not in any way restrict

the Producer's obligations to provide information to El-Kretsen in accordance with the Affiliation Contract.

4 Confidentiality

4.1 During the term of the Agreement and thereafter, El-Kretsen undertakes to treat all information, which has been provided by the Producer in its report or in corresponding information arising in connection with review or otherwise in contacts between El-Kretsen and the Producer, as strictly confidential.

4.2 Information received by El-Kretsen in this manner may not be used in any way other than for the performance of this Agreement. However, El-Kretsen shall always be entitled to provide information to a third party about the validity of the Agreement and the basis for the termination of such Agreement.

5 Terms of Agreement, etc.

5.1 This Agreement applies until further notice. The Agreement may be terminated by either party with one month's notice of termination.

5.2 If the Affiliation Contract concluded between the Parties ceases to be valid, this Agreement shall also cease to be valid as at the same date as the Affiliation Contract.

6 Disputes

6.1 Disputes concerning the drawing up, application or validity of the Agreement shall be determined by Stockholm District Court as the first instance.

7 Other

7.1 The Producer is aware that it can, at any time whatsoever, verify the information registered by El-Kretsen on behalf of the Producer under this Agreement. This information will be available from the website of the Swedish Environmental Protection Agency, www.naturvardsverket.se, at the time when the Agreement was concluded.

8 Amendments

8.1 If amendments are made to Acts or Ordinances which result in a provision contained in this Agreement or its application being found to be wholly or partially without effect, invalid or unenforceable for some reason or the Swedish Environmental Protection Agency announces such regulation that leads to such effects or creates a need for

amendments to this Agreement, the Parties shall, as far as possible, amend this Agreement in accordance with the joint intentions of the Parties, so that it is compatible with laws, ordinances or other regulations.

8.2 Amendments of or supplements to this Agreement shall be made in writing and signed by both Parties in order to be legally binding between the Parties.
