

GENERAL TERMS AND CONDITIONS

1. Explanatory provisions

In the course of the explanation of the present General Terms and Conditions and the agreements and contracts under their force, the terms below should be understood as follows:

1.1 **General Terms and Conditions:** the general terms and conditions of RE'LEM Non-profit Limited Company (hereinafter called **GTC**);

1.2 **Business Regulations:** Business Regulations of RE'LEM Non-profit Limited Company;

1.3 **Waste Act:** Act CLXXXV. of 2012 on waste (hereinafter called **WA**);

1.4 **Government Decree:** Regulation 445/2012. (XII. 29.) of the government on activities regarding waste batteries and accumulators;

1.5 **Manufacturer:** the manufacturer who, according to Section 2. § (1) 8. of the Government Decree, irrespective of the sales methods – including the contract among the absentees –, is the first to put batteries and accumulators – even as component parts or accessories of motor vehicles or electronic or electrical equipment – on the market within the territory of Hungary;

1.6 **Distributor:** according to Section 2 (1) 14 of WA: the economic organisation that hands over or sells product, commodity or service to dealer, user or consumer;

1.7 **Intermediary organisation:** RE'LEM Non-profit Limited Company (Seat: 1133 Budapest, Tutaj u. 6/A. III. em. 4.; Registration number: 1/2005/EaK), as such an independent organisation – defined by Section 2, 38a of WA and established for the sake of performing the duties included in Government Decree by the manufacturers and the distributors – that takes over the aforesaid duties from the manufacturers and the distributors on payment of a fee and on terms laid down in a contract; organises and coordinates the collecting and utilisation or disposal of the waste materials within its field of activity;

1.8 **Organisation operating a waste collection point:**

- Dealer or commercial unit;
- an educational institution;
- a municipality or a service provider belonging to it or acting on its authority;
- commercial user;
- an organisation operating an already functioning collecting-back system;
- every other such organisation that, by signing a Waste Collection Agreement, takes upon itself to operate a collection point.

1.9 **Dealer of primary or secondary batteries:** the distributor, defined in Section 2. 5. of the Government Decree, who sells batteries or accumulators to the consumer;

1.10 **Subcontractor:** a contractor employed by the Intermediary organisation for performing the assumed duties, who possesses a valid licence necessary for fulfilling the assumed duties;

- 1.11 **Battery or accumulator:** an electric supply unit, which transforms chemical energy directly into electric energy, and which consists of one or more primary (non-rechargeable) or secondary (rechargeable) parts (cells) (hereinafter jointly called: accumulator);
- 1.12 **Portable battery or accumulator:** a battery or accumulator with a sealed covering, which may be carried in hand – defined in Section 2.b. of the Government Decree – excluding industrial batteries or accumulators as well as motor-vehicle batteries or accumulators;
- 1.13 **Button accumulator:** a small size, flat, and disk-shaped, closely sealed alkaline accumulator, the battery solution of which is alkali and the metallic content of which is silver, zinc or mercury;
- 1.14 **Button cell:** any small round portable battery or accumulator whose diameter is greater than its height, and which is used for special purposes such as for hearing aids, watches, small portable equipment and back-up power;
- 1.15 **Waste:** any portable battery or accumulator that has become waste, or any waste material that comes from a portable battery or accumulator;
- 1.16 **Receptacle:** a container, put at the disposal of the organisation operating the waste collection point by the Intermediary organisation, which serves for the gathering in of waste batteries or accumulators;
- 1.17 **Take-back obligation:** an obligation of the manufacturer – defined in Section 5 Subsection 1 of the Government Decree – whereby they are bound to take back any batteries and accumulators that have become waste;
- 1.18 **Collection obligation:** an obligation of the manufacturer – defined in Section 5 subsection 2 of the Government Decree – whereby they are bound to ensure that any portable battery or accumulator are collected;
- 1.19 **Treatment obligation:** an obligation of the manufacturer – defined in Section 6 of the Government Decree – whereby they are bound to ensure that any waste material – either taken back or collected – is properly treated.
- 1.20 **Assumed obligations:** take-back-, collecting-, treatment- and information (this latter according to Section 5 and 6 of the Government Decree) obligations that are assumed from the manufacturer by the Intermediary organisation;
- 1.21 **Agreement on transfer of responsibility:** an agreement between the manufacturer of portable batteries or accumulators and the Intermediary organisation, in which the Intermediary organisation assumes the fulfilment of the take-back-, collecting-, treatment-, and information obligations of the manufacturer;
- 1.22 **Waste collection agreement:** it means the agreement between the Intermediary organisation and the collection point operating organisation for the sake of the emplacement and operation of receptacles and the take-back of waste materials;

- 1.23 **Subcontract:** a contract that has been made between the Intermediary organisation and the subcontractor for the concrete fulfilment of the obligations connected with the collection and treatment of waste materials;
- 1.24 **Chief Inspectorate:** the National Inspectorate For Environment and Nature.
- 1.25 **Current year:** from January 1st 2013 till 31st December 2014 it has been the period from 27th September till 26th September of the next calendar year according the provision of Government Decree in force in the abovementioned period. From January 1st 2015 it is the current calendar year.
- 1.26 **Consumer:** who buys, receives or uses batteries and accumulators under the force of Government Decree for their own purpose;

2. The scope of the General Terms and Conditions

2.1 The scope of the present GTC covers all of the following agreements made by the Intermediary organisation: the assumption agreement made with the manufacturer; the waste collection agreement made with the organisations operating the collection points; and the subcontracts made with the subcontractors employed to fulfil the obligations assumed from the manufacturer.

2.2 The relevant provisions of the GTC are binding on the Intermediary organisation, the manufacturers, the organisations operating the collection points, and the subcontractors. The parties may depart from the provisions of the GTC by mutual agreement and in a manner laid down in the relevant agreements or contracts in force between them.

2.3 Any disparity between certain assumption agreements, waste collecting agreements or subcontracts and the provisions of the GTC or the Business Regulation shall in all instances be governed by the relevant provisions of the concrete contract/agreement. Any disparity between the GTC and the Business Regulation, shall be governed by the provisions of the GTC. In any case, where an issue is not regulated by the assumption agreements, the waste collecting agreements or the subcontracts, that issue shall be governed by the present GTC and the relevant statutory provisions.

2.4 Present GTC takes effect on the day the Intermediary organisation is registered by the Chief Inspectorate.

3. General Rules

3.1 The parties are bound to proceed in agreement with the principles of civil law, taking each other's interests into account to the fullest possible extent. Within this compass, the parties notify each other without delay of all the circumstances and facts that are of any significance in terms of their relationship; furthermore – if the nature of the case and the available documents do not indicate otherwise – they respond without delay to the questions addressed to each other, as well as draw each other's attention to possible changes, mistakes and defaults, and – if the circumstances permit – repair them.

3.2 The parties are obliged to notify each other without delay of any change in their names, addresses, telephone numbers, fax numbers, e-mail addresses and representatives, and as far as the manufacturer, the collection-point operating organisation and the subcontractor are concerned, they are obliged to notify the Intermediary organisation about any other changes – relevant in terms of what is included in the Business Regulation , in the GTC, and in the contract(s) – in their persons, legal statuses, and financial situations.

3.3 The Intermediary organisation is obliged to notify the other party in a registered letter – if need be, in a more direct manner (via fax, e-mail, etc.) –, if any notification it expects from the other party has not arrived in time, especially if it is in connection with the fulfilment of the take-back obligation.

3.4 All parties and their delegates are obliged to treat information relating to their contractual relationship as trade secret.

3.5 For the sake of the fulfilment of its assumed obligations and the supervision of the obligations of the other party, the Intermediary organisation is entitled to ask for information and documents containing information from the other party. Documents considered as such are especially the following: the annual report, the balance sheet and the income statement. The other party is further obliged to provide all data and information connected with the employment of the given service or the fulfilment of contracts and agreements that are necessary for the Intermediary organisation to be able to fulfil their obligations.

3.6 That party, which is a legal entity or an unincorporated economic organisation, is obliged to notify the Intermediary organisation without delay about its resolution to transform, retire, split up, fuse or merge, about the decided division of its assets, and about its having been done, or if it intends to launch bankruptcy proceedings against itself, or initiates its final settlements being done, or if liquidation proceedings have been initiated against it, or the legal conditions for this exist.

3.7 The documents provided by the parties have to be original or copies certified by a notary. In reference to the documents issued abroad, the five Intermediary organisations may prescribe further authenticating requirements. All parties are entitled to authenticate copies made of the documents prepared by themselves within their own authority.

3.8 The parties are responsible for providing the Intermediary organisation with correct and adequate information, which should not lead to the deception of the Intermediary organisation. The Intermediary organisation is entitled to check the authenticity of the data provided by the other party by any available legal means that are included in the present GTC and/or secured in the contracts and agreements made with it.

3.9 Non-fulfilment by the other party of its obligation to inform is qualified as a severe breach of contract as regards all the contracts and agreements made with the Intermediary organisation.

3.10 Losses of all sorts deriving from the failure of fulfilling the obligation to inform and notify shall be borne by the defaulting party.

RULES PERTAINING TO THE ASSUMPTION AGREEMENT

4. Obligations of the manufacturer connected with the assumption agreement

4.1. The manufacturer is obliged to provide for the take-back and collection of the waste, as well as for the treatment of it, under special legislation.

4.2 By means of an assumption agreement, which is in agreement with Section 5 Subsection 1/b of the Government Decree, the manufacturer transfers the fulfilment of their take-back, collection and treatment obligations to the Intermediary organisation.

4.3 As an offset to the fulfilment of the assumed obligations, the manufacturer is obliged to pay a waste treatment fee (hereinafter: **waste treatment fee**) against an invoice to the Intermediary organisation.

4.4 Up to and including 20 February of the year following the current year, the manufacturer is obliged to inform the Chief Protectorate of the mass of the portable batteries and accumulators they produced during the current year. This obligation shall be fulfilled by the Manufacturer through the website www.magyarorszag.hu through logging into the official 'Client gateway' electronically via the General Form Filling Program (Általános Nyomtatványkitöltő Program, ÁNYK). The Intermediary Organisation provides the necessary data handing those over in an electronic file with extension .enyk, .pdf. The producer uploads the data to the state reporting system on its own according to section 15, subsection 5 of the Government Decree.

4.5 Prior to the conclusion but not later than the signing of the assumption agreement, and thereafter up to and including 15 January of the year following the current year, the manufacturer is obliged to hand over their Annual Report (hereinafter: **Annual Report**) to the Intermediary organisation. The manufacturer receives the form of the Annual Report from the Intermediary organisation in every calendar year in printed, electronic or online fill-in form. The Annual Report of the portable batteries and accumulators contains the quantity of domestically marketed products of the manufacturer within the time period defined in the Government Decree, broken down according to the form. The correction of the data relating to each given current year of the Annual Reports of the manufacturer is possible – with the simultaneous sending of an audited copy of the corrected Annual Report – up to and including 31 May of the year following each current year.

4.6 If the manufacturer did not market any batteries and accumulators in the year before the current year, then they are obliged to give – prior to the conclusion but not later than the signing of the assumption agreement – a Preliminary Report (hereinafter: **Preliminary Report**) on the planned sales, as well as – up to and including the 15th day of the month following each quarter of a year – a Quarterly Factual Report (hereinafter: **Quarterly Factual Report**) on the actual sales to the Intermediary organisation.

4.7 Based on the Quarterly Factual Reports, the Intermediary organisation compiles and sends the Annual Report on the current year to the manufacturer up until and including the 1st of February of the year following each current year. The manufacturer is entitled to make – within 5 days – properly justified and document-supported comments on the Annual Report sent by the Intermediary organisation. The Intermediary organisation is obliged to examine the comments of the manufacturer, and, in view of the results of the examination, to perform the necessary modifications.

4.8 If the manufacturer is an economic organisation which is subject to compulsory auditing according to a separate rule of law, then it is obliged – up to and including 31 May of the year

following the current year – to complete its Annual Report with a clause authenticated by an auditor. The manufacturer, who is otherwise not subject to auditing, has to have the Annual Report countersigned by a person, who possesses a Chartered Accountants' Certification registered by the competent ministry or authority, not later than 31 May of the year following the current year. The costs of the authentication and the countersignature shall be borne by the manufacturer. The manufacturer is bound to forward a copy of the Annual Report authenticated as above to the Intermediary organisation without delay.

4.9 The manufacturer is responsible for the completeness of the reports provided by them, for the verity and accurateness of the provided data, and for the timely submission of the report. The Intermediary organisation precludes its responsibility for the consequences resulting from incorrect or untruthful data provided by the manufacturer.

4.10 All reports on data supply have to be submitted by electronic means – in a form specified by the Intermediary organisation – as well as in a written form with an authorized signature, until the fixed date included in article 4.5.

4.11 In case the manufacturer fails to hand over the Preliminary Report, the Quarterly Factual Reports and the Annual Report as scheduled, the Intermediary organisation, after a 5 work-day delay, sends a written reminder to the manufacturer, fixing a deadline in it. In case the written reminder remains fruitless, the Intermediary organisation is entitled, according to its choice, to denounce the assumption agreement and notify the Chief Inspectorate of the fact of negligence and the termination of the agreement, and/or establish the manufacturer's obligation to pay a waste treatment fee on the basis of the last Annual-, Preliminary- and Quarterly Reports received from them. If the sales data of the Annual-, Preliminary- and Quarterly Reports, received after the time-limit has expired, exceed the data of the latest received report considered at the establishment of the waste treatment fee, the Intermediary organisation amends, on this basis, the manufacturer's obligation to pay a waste treatment fee, and in respect of the resulting waste treatment fee difference, the Intermediary organisation is entitled to an interest for default according to VIII. 5. of the Business Regulation.

5. Obligations of the Intermediary organisation related to the assumption agreement

5.1 According to Section 8 Subsection 1 of the Government Decree, the Intermediary organisation assumes the fulfilment of the take-back, collection-, treatment- and information obligations of the manufacturer. The agreement between the producer and intermediary organisation shall be submitted to the Chief Inspectorate for registration.

Relevant collection obligation shall be fulfilled within the periods below:

Obligation	Period of fulfilment	Relevant law
7%	2005. VIII, 22, - 2005. XII. 31,	109/2005 (VI. 23) Korm. r.
10%	2006. I. 1. – 2006. XII. 31.	109/2005 (VI. 23) Korm. r.
13%	2007. I. 1. – 2007. XII.31.	109/2005 (VI. 23) Korm. r.
18%	2008. I. 1. – 2008. XII.31.	181/2008 (VII. 8.) Korm. r.
19%	2009. I. 1. – 2009. XII.31.	181/2008 (VII. 8.) Korm. r.
21%	2010. I. 1. – 2010. XII.31.	181/2008 (VII. 8.) Korm. r.
23%	2011. I. 1. – 2011. XII.31.	181/2008 (VII. 8.) Korm. r.
25%	2012. I. 1. – 2012. IX. 26.	181/2008 (VII. 8.) Korm. r.
30%	2012. IX. 27. – 2013. IX. 26.	181/2008 (VII. 8.) Korm. r.

		és 445/2012 (XII. 29) Korm. r.
35%	2013. IX. 27. – 2014. IX. 26.	445/2012 (XII. 29) Korm. r.
40%	2015. I. 1. – 2015. IX. 26.	445/2012 (XII. 29) Korm. r.
45%	2015. I. 1. – 2015. IX. 26.	445/2012 (XII. 29) Korm. r.

5.2 In case the manufacturer has submitted their annual report to the Intermediary organisation by the appointed deadline, the Intermediary organisation sends the necessary data for the Manufacturer at least three working day prior to the deadline in form of an electronic file (.enyk, .pdf or .xml) to the e-mail address kept in the records of Intermediary organisation.

5.3 The Intermediary organization excludes any responsibility that ensues from the failure of the e-mail system of the producer or changing or invalidity of its e-mail address or domain name or any other telecommunication malfunction.

5.4 Producer shall inform the Intermediary organization 48 hours prior to the deadline of reporting if it does not receive the electronic document containing the data to be reported. The Intermediary organization then sends the document to a further e-mail address given by the producer while reporting the failure.

5.5 The Intermediary organisation takes notice of the fact that, in respect of the assumed obligations, the rules pertaining to the manufacturer are to be applied to it (i.e. the Intermediary organisation).

5.6 The Intermediary organisation declares that in the course of the fulfilment of the assumed obligations it exclusively employs subcontractors having valid licences. The Intermediary organisation takes responsibility for the work of the subcontractors as if it was executed by itself.

5.7 The Intermediary organisation is obliged to keep records of the data of the report, to process them, to estimate the extent of the pro-rata collecting obligation, specified in kilograms based on the collection rata established for the current year by the Government Decree, going to the given manufacturer, and to inform the manufacturer of this in writing within 45 days from the receipt of Annual- or the Quarterly Report.

6. Rules pertaining to the termination of the assumption agreement

6.1 The assumption agreement may be terminated by common consent of the parties. With respect to the continuity of the legal relationship, the parties restrict the right of extraordinary termination with immediate effect and that of ordinary termination in a manner that it is possible only in cases determined by the present GTC. Up until the day of termination the parties are obliged to fulfil their obligations included in the assumption agreement. The Intermediary organisation notifies the Chief Inspectorate of the termination of the assumption agreement without delay.

6.2 The Intermediary organisation may terminate the assumption agreement once a year, by a termination for the last day of the current year, and by keeping a period of notice of at least 30 days.

6.3 The manufacturer may terminate the assumption agreement by an ordinary termination, by a termination for the last day of that given calendar year in which the Intermediary organisation disclosed the modification of the waste treatment fee, and within 15 days of the disclosure of the modified fee.

6.4 For the period ranging until the day of the notice or the termination of the agreement the Intermediary organisation makes out bills on the basis of its calculated costs and expenses or the effective waste treatment fee, and the parties settle accounts with each other not later than on the day of the termination.

6.5 In case the assumption agreement terminates/is terminated for any reason, the manufacturer is obliged to forward a copy of the Annual Report, authenticated according to the provisions of the present GTC, to the Intermediary organisation without delay, or not later than on the last day before the termination, or on the last day of the period of notice. If the manufacturer does not forward the authenticated copy to the Intermediary organisation on schedule, the manufacturer is obliged to pay a penalty of 250,000 HUF to the Intermediary organisation within 8 banking days from the termination of the assumption agreement.

6.6 The manufacturer acknowledges the fact that in case of the termination of the assumption agreement the right of control of the Intermediary organisation – which is in agreement with the provisions of the present GTC – as regards the authenticated Annual Report/Quarterly Report prepared in view of the termination, continues to exist even after the termination of the assumption agreement, in so far as no controlling has taken place until the date of termination. In case the manufacturer does not secure the Intermediary organisation's right – within 90 days following the termination of the assumption agreement – to exercise its control in agreement with article 8 (of the present GTC), the manufacturer is obliged to pay a penalty of 250,000 HUF to the Intermediary organisation within 8 banking days from the day of expiry.

7. The waste treatment fee

7.1 The Intermediary organisation is entitled to a waste treatment fee for the fulfilment of the assumption obligations. Failing provisions to the contrary (a bill of the Intermediary organisation, agreement of the Parties, GTC, Business Regulation), the manufacturer pays the waste treatment fee not later than within 8 days from the receipt of the bill made out by the Intermediary organisation.

7.2 The annual waste treatment fee for the given year is determined by the Intermediary organisation up until and including 15 February each year for at least 1 calendar year in advance, based on the data of the Quarterly and Annual Reports provided by the manufacturer, as well as on its calculated costs necessary for the fulfilment of the assumed obligations, and with the help of the formula given in supplement No. 1. In case of the promotion of the manufacturers' fee enforcement, and a significant change in the economic circumstances or the legal environment, the Intermediary organisation may determine the waste treatment fee at a time different from the stated date of this article. On account of the significant change in the economic circumstances or the legal environment, the waste treatment fee may be determined for a period shorter than a year.

7.3 If a significant change occurs in the circumstances of the management, the Intermediary organisation – taking its expenses and the quantity to be collected into account – is entitled to modify the rate of the waste treatment fee during the year. The modifying of the rate is qualified

as a modifying of the GTC, the communication and enforcing of which is to be done according to the rules of modification of the GTC.

7.4 The Intermediary organisation publishes the amount of the current waste treatment fee on its Internet homepage and in its customer service office. In addition to this, the Intermediary organisation informs the manufacturers, who have concluded an assumption agreement with it, of the rate of the current waste treatment fee in registered mail.

7.5 In case there is a change in the amount of the waste treatment fee, the manufacturer is entitled to denounce the assumption agreement with a notice – announced within 15 days from the date of the publication of the amount of the annual waste treatment fee – for the last day of the given calendar year, but at least with the observance of a 15-day period of notice. This, however, does not affect the manufacturer's reporting obligation for the current year.

7.6 The annual waste treatment fee – unless the present GTC provides otherwise – is due once every three months. The quarterly waste treatment fee – in the case of taking a whole calendar year for a basis, it is due in four instalments every year, in the first month of each calendar quarter – is one fourth the amount of the annual waste treatment fee, which is the product of the data – provided in the manufacturer's annual report – of the marketing mass expressed in kilos and one fourth of the waste treatment fee settled for a year.

7.7 In the case of those manufacturers whose annual net waste treatment fee does not exceed 250,000, i.e. two hundred and fifty thousand HUF, the annual waste treatment fee is due once a year in one sum.

7.8 The yearly waste treatment fee is HUF 50,000/year + VAT in case the waste treatment fee – based on the calculation method described in section 7.6 – would be less than HUF 50,000 /year + VAT for the producer in question.

7.9 The Intermediary organisation makes out a bill for the Chief Inspectorate of the first instalment – the amount of which, in case of an incomplete quarter, is settled in proportion to the given time period – until the fifth day of the month following the receipt of the decision registering the manufacturer.

7.10 In case of a yearly payment (7.7), the Intermediary organisation makes out and sends the yearly bill to the manufacturer until the 15th day of the second quarter of the given calendar year.

7.11 In the event of default in payment, the Intermediary organisation sends out – specifying a 5-day term of payment – a payment notice twice, on the 8th, and on the 22nd day from the expiry of the due-date. After the fruitless expiration of the term of the second notice the Intermediary organisation is entitled to denounce the agreement by extraordinary termination with immediate effect, and report to the Chief Inspectorate the termination of the agreement and/or to take measures about the recovery of the outstanding debt.

7.12 In case the manufacturer, who has a default of payment, is a founding member of the Intermediary organisation, the Intermediary organisation sends out – specifying a 5-day term of payment – a payment notice twice, on the 30th, and on the 45th day from the expiry of the due-date. After the fruitless expiration of the term of the second notice, on the 60th day from the expiry of the due-date, the Intermediary organisation is entitled to denounce the agreement

by extraordinary termination with immediate effect, to take measures about the recovery of the outstanding debt, and to and report to the Chief Inspectorate the termination of the agreement.

7.13 The parties, in connection with the continuous service of the Intermediary organisation, agree upon fixed-term accounts.

7.14 In case the assumption agreement between the Intermediary organisation and the manufacturer was terminated because of the manufacturer's failure of obligation to pay or report, the Intermediary organisation enters into an assumption agreement with the same manufacturer only if authorized to lodge an immediate collection order.

7.15 In case the manufacturer has a controversial counter-claim from another contractual relationship against the Intermediary organisation or a counter-claim legally unascertained by court, this claim cannot be counted in against due waste treatment fees.

7.16 The Intermediary organisation is entitled to give a refund / a credit entry to or to impose an obligation to pay a registration fee on certain manufacturers, on terms laid down in supplement No.1.

7.17 For the sake of the fullest possible establishment of the used battery collecting system befitting the long-term goals prescribed by European Union and domestic rules of law, and of attaining the best possible cost-effectiveness during the operation of the collection system, the Intermediary organisation is entitled to enter into bilateral agreements.

7.18 According to the provisions of the Government Decree, the Intermediary organisation is obliged, in connection with the assumed obligations, to keep records of the amount of portable batteries and accumulators sold by the manufacturer, as well as the amount of taken-back, collected and treated waste. The received and processed data are treated confidentially by the Intermediary organisation, which provides the Chief Protectorate with information to an extent and with a content prescribed in law.

7.19 The Intermediary organisation is responsible for the take-back and collection responsibility to be fulfilled to the extent prescribed by the Government Decree. In case the taking back and the collection is not fulfilled to the prescribed extent, the Chief Protectorate provides for the execution of them at the expense of the Intermediary organisation, which also has to bear, is imposed, a possible waste treatment fine. The Intermediary organisation does not take responsibility for a case, when the failure of fulfilment of the taking back and the collection to the prescribed extent may be traced back to the fault (completeness, verity and accurateness) and delay of the report submitted by the manufacturer.

7.20 The waste treatment fee for calendar year 2014 shall be calculated according to the total weight of batteries sold by the producers between 27th September 2012 and 26th September 2013.

7.21. The waste treatment fee for calendar year 2015 shall be calculated according to the total weight of batteries sold by the producers between 1st January 2014 and 31st December 2014.

8. The rules pertaining to the controlling of the provided data

8.1 The Intermediary organisation is entitled to have the data of the Annual- and Quarterly Reports controlled by an accountant chosen and commissioned by it, at a time previously agreed upon with the manufacturer. In case the controlling finds a disparity which has caused disadvantage or loss to the Intermediary organisation, the manufacturer is obliged to pay a penalty to the Intermediary organisation, the amount of which is one and a half times the size of the waste treatment fee disparity; the Intermediary organisation is also entitled to be compensated for its losses exceeding this amount. If the manufacturer does not assign an hour for the reception of the commissioned accountant or does not render the controlling possible even at the second invitation of the Intermediary organisation, the Intermediary organisation is entitled to denounce the agreement by extraordinary termination with immediate effect and report to the Chief Inspectorate the termination of the agreement.

8.2 The accountant, commissioned by the Intermediary organisation, who has made a privacy statement, may ask for documents connected with the manufacturer's battery- and accumulator distribution, which are necessary for the efficiency of the controlling done for the sake of determining the waste treatment fee. The accountant may also have a look at other books and documents connected with this, as well as ask for information from the manufacturer.

The manufacturer is bound to ensure the right of inspection to the Intermediary organisation, that is its commissioned accountant, as well as to provide the necessary information.

8.3 The Intermediary organisation is obliged to thoroughly investigate all properly grounded petitions of any manufacturer, which are aimed at the revision of the combination and extent of the waste treatment fee paid by another manufacturer. The Intermediary organisation is entitled to employ an expert for the execution of the investigation. The Intermediary organisation is bound to ensure that the trade secrets became known to it during the actions of the expert, are preserved. In case it is found that the petition of the manufacturer, initiating the procedure, was ungrounded, and the manufacturer, subjected to the investigation, fulfils all their legal and contractual obligations lawfully, the costs of the revision shall be borne by the manufacturer submitting the ungrounded petition.

8.4 If in the course of the revision it is proved beyond doubt that with respect to the types, quantity and mass of the distributed batteries and battery-size accumulators the manufacturer, intentionally or by gross negligence, has provided false data to the Intermediary organisation, then the revision expenses incurred must be reimbursed by the manufacturer. In addition to all this, the manufacturer is obliged to pay the difference between the waste treatment fee that had been determined according to the modified data, and the amount he paid in, as well as a penalty. The amount of the penalty is one and a half times the amount of the difference between the waste treatment fees. The Intermediary organisation may require the payment of the penalty even if it incurred no loss. It may vindicate the payment of the loss exceeding the penalty and also all its rights stemming from breach of contract. However, it is entitled to require the reimbursement of the loss that had been caused by the manufacturer's breach of contract, even if it has not asserted its penalty claim.

8.5 The Intermediary organisation guarantees that its co-workers and the experts and accountants commissioned by it will preserve all secrets which become known to them in the course of their activity and proceedings, and ensures that in no case shall it be imparted to any third party. All these persons are bound to make a declaration of confidentiality, which may be examined by the manufacturer in the customer service office of the Intermediary organisation.

THE RULES PERTAINING TO THE WASTE COLLECTION AGREEMENT

9. The obligations of the organisations operating the collection points

9.1 The collection point operating organisation is obliged to take back the portable batteries and accumulators which the consumer brings back. The collection point operating organisation is not allowed to demand a fee from the consumer for the fulfilment of its take-back obligation, however, in order to encourage the consumer, it may pay a fee. Furthermore, it mustn't make the purchase of a new product a condition of taking back portable batteries and accumulators, which have become waste.

9.2 The collection point operating organisation is obliged to take charge of the handover of the taken-back waste to the manufacturer or any authorized waste manager, and to this end it enters a waste collection agreement with the Intermediary organisation.

9.3 By the acceptance of the present GTC, the collection point operating organisation takes cognizance of the fact that an assumption agreement has been reached between the manufacturer and the Intermediary organisation, therefore the collection point operating organisation is entitled and obliged to hand over the waste not to the manufacturer but instead to the Intermediary organisation or the a commissioned subcontractor of the Intermediary organisation.

9.4 The collection point operating organisation is obliged to place the receptacles provided by the Intermediary organisation on a spot specified in the waste collection agreement. The collection point operating organisation is obliged to place the receptacle in such a manner that it be easily noticeable and easily accessible for the consumers.

9.5 The collection point operating organisation is obliged, under the effect of the present contract, to ensure the continuous accessibility of the receptacle during its opening hours, and, on request, to give information about its location. The collection point operating organisation is obliged to supervise and enforce the proper use of the receptacle, and to provide for the preservation and regular supervision of its serviceable condition. The collection point operating organisation is obliged to notify the Intermediary organisation or its commissioned subcontractor without delay of any damage affecting the serviceableness and/or the aesthetic appearance of the receptacle.

9.6 If the receptacle is full, the collection point operating organisation is obliged to report this to the Intermediary organisation or its commissioned subcontractor. The reporting is done, depending on the technical capabilities of the collection point operating organisation, on the telephone, by calling 06 20 56 33 333, or by fax or e-mail, which is acknowledged, possibly in a written form, by the Intermediary organisation or the subcontractor. Until the time of the delivery, the collection point operating organisation is obliged to store the waste in accordance with the relevant rules of the law.

9.7 In case the collection point operating organisation has asked for the delivery of the waste, but until the day of the delivery the receptacle has filled up less than 80% of its volume, the Intermediary organisation or the subcontractor may request from the collection point operating organisation the reimbursement of their expenses connected with the delivery. In this case the collection point operating organisation is bound to reimburse the expenses incurred.

9.8 The collection point operating organisation takes cognizance of the fact that the collected waste constitutes the exclusive property of the Intermediary organisation, that it is not allowed to hand it over to anyone except for the Intermediary organisation and its commissioned subcontractor, and that neither does it have the waste at its disposal in any other way, and is not allowed to mix it with other communal waste. The collection point operating organisation is obliged to store the collected waste in the closed down receptacle until its delivery, and to hand it over for delivery to the Intermediary organisation or its commissioned subcontractor. The handing over of the waste placed in the receptacle to any unauthorized person or organisation is qualified as hazardous waste abuse. In all such cases the Intermediary organisation notifies the competent authorities.

9.9 The collection point operating organisation may not lay claim to any refund or other benefit from the Intermediary organisation for the placement of the receptacle, for the storage and handing over of the waste, or for any other activity connected with the taking back, collecting and treatment of the waste.

9.10 The collection point operating organisation receives the receptacle for use, it does not possess the ownership of the receptacle. In case the waste collection agreement is terminated, or the receptacle, on account of its underutilisation, is exchanged for another type of receptacle, the collection point operating organisation is obliged to return the receptacle to the Intermediary organisation or its subcontractor, otherwise the purchase price of the receptacle has to be reimbursed for the Intermediary organisation against an invoice.

10. Rights and obligations of the Intermediary organisation related to the waste collection agreement

10.1 The Intermediary organisation concludes a waste collection agreement with the collection point operating organisation to fulfil its obligations specified in the assumption agreement concluded with the manufacturer.

10.2 The Intermediary organisation employs subcontractors for the fulfilment of the obligations it took upon itself in the waste collection agreement. The Intermediary organisation takes responsibility for the work of the subcontractors as if it was executed by itself.

10.3 The Intermediary organisation is obliged to provide the collection point operating organisation with a receptacle suitable for the collection of the waste of portable batteries and accumulators. The receptacle is the property of the Intermediary organisation or of the subcontractor employed by the Intermediary organisation.

10.4 If the collection point operating organisation notifies the Intermediary organisation that the receptacle is full, the Intermediary organisation or its commissioned subcontractor is obliged to acknowledge the receipt of the notification for the collection point operating organisation, possibly in writing, and to provide for the delivery of the waste during the opening hours.

10.5 The placement, treatment and usage of the receptacle may be checked by the Intermediary organisation during the opening hours.

10.6 The delivery of the receptacle and the collected waste is provided by the Intermediary organisation free of charge.

10.7 The Intermediary organisation is obliged to keep records of the receptacles, of their locations, number and accessibility. The Intermediary organisation is entitled to render these data of the records accessible – for the sake of the complete fulfilment of the collection obligation – to third parties, thus the population in general.

THE RULES PERTAINING TO THE SUBCONTRACTS

11. The rights and obligations of the subcontractor

11.1 The subcontractor must possess the valid licence necessary for performing their activity, and is obliged to provide for the duration of this licence of theirs, or, if these conditions cease to exist, they must report this to the Intermediary organisation without delay.

11.2 If the collection point operating organisation notifies the subcontractor that the receptacle is full, the subcontractor is obliged to acknowledge the receipt of the notification for the Intermediary organisation and the collection point operating organisation, possibly in writing, and to provide for the delivery of the waste during the opening hours.

11.3 The subcontractor is obliged to perform their task in accordance with the provisions of the agreement concluded with the Intermediary organisation, with the present GTC, and with the instructions of the Intermediary organisation.

11.4 The subcontractor, according to the subcontract, is entitled to be paid an entrepreneurial fee.

JOINT RULES

12. Effecting payments

12.1 The Intermediary organisation effects payments in a manner specified in the Business Regulation and in the relevant agreements.

12.2 The Intermediary organisation considers the payments to be paid to it affected only in a manner specified in the Business Regulation.

12.3 The payments to be paid to the Intermediary organisation by money transfer are to be effected to the following bank account: 10918001-00000019- 92360008.

13. Notifications, delivery

13.1 The Intermediary organisation sends the contractual offers, statements, notifications and documents for the manufacturers, collection point operating organisations and subcontractors (hereinafter: Contractor(s)) to the address that has been given to it by the Contractor. Failing such an address, the Intermediary organisation sends the documents to an address of the Contractor known by it. The Intermediary organisation is not liable, if, on account of the inaccuracy or change of name, address or any other data that are significant in terms of the delivery, or for any other reason that is beyond the control of the Intermediary organisation, the delivery is protracted or unsuccessful. Additional charges issuing from mistaken posting on account of incorrect address given by the Contractor, are charged on the Contractor's account, and become due immediately.

- 13.2 The Intermediary organisation is, in justified circumstances, obliged to send documents and notifications for the Contractor via registered mail. The Intermediary organisation notifies the Contractor in this form, especially in a case when any of the provisions of the GTC or the Business Regulation changes.
- 13.3 In a case, when the information included in the notification concerns a wide range of Contractors, the Intermediary organisation may also notify the Contractor through placarding in its premises of customer service. Such notifications are to be considered as delivered on the workday following their placarding during the business hours. The placarding cannot be considered as delivery if, according to the present GTC, a registered mailing is necessary.
- 13.4 Written communications for the Intermediary organisation should be addressed to the seat of the Intermediary organisation.
- 13.5 Upon the Contractor's request, the Intermediary organisation issues a certificate about the receipt of the mail. A copy of the mailed letter stamped and signed by a stamp and signature of the Intermediary organisation used for this purpose, is considered a certification of the receipt.

14. Form of communication, written records

- 14.1 The Contractor communicates with the Intermediary organisation through the notification channels used by the Intermediary organisation. The following means may be qualified as such notification channels: customer service (personal contact), telefax, telephone, e-mail (direct computer) contact.
- 14.2 Both the Intermediary organisation and the Contractor are obliged to put their notifications, commissions, and messages for each other, as well as the contracts, agreements and all the documents with financial consequences into writing, and also confirm them in writing.
- 14.3 All notifications and messages sent to each other via letter, telefax or e-mail are qualified as written forms of communication. All non-written conveyances should simultaneously be confirmed in writing, because they take effect by written confirmation. Termination of the assumption agreement by either parties is possible via registered mail (the receipt of which is acknowledged) according to the rules specified in the present GTC.
- 14.4 In case of the acknowledgement of a conveyance received via telephone or via any other non-written forms, the other party is obliged to indicate the disparity between the conveyance and the written acknowledgement without delay.
- 14.5 The Contractor is responsible for all such losses that are the result of any error, misunderstanding, mistake and abuses of all sorts occurring in the course of communication via telephone, telefax or computer network, except for the case when the loss is unquestionably the result of a mistake of the Intermediary organisation.
- 14.6 If it was pointed out by the Intermediary organisation that the Contractor may comment on the notification – unless the parties otherwise agree –, then, if the Intermediary organisation receives no written comment or objection from the Contractor within fifteen days from the date of delivery, the Intermediary organisation is entitled to consider all that was included in its notification as acknowledged and accepted by the Contractor.

15. The rules of modification of the GTC

- 15.1 The Intermediary organisation is entitled to modify the provisions of the GTC unilaterally in case any change occurs in the costs of the Intermediary activity, in the laws and the official regulations connected with its activity or the assumed obligations, as well as in the business policy and the financial conditions of the manufacturers or in any other justified cases.
- 15.2 The Intermediary organisation is bound to placard the modified GTC in all its premises of customer service 15 days before its entry into force, and also publicize it on the homepage of the Intermediary organisation, as well as inform its contractors directly about the modification.
- 15.3 The agreements/contracts of those manufacturers, collection point operating organisations, and subcontractors, who do not accept the provisions of the modified GTC and notify the Intermediary organisation about this, are regarded by the Intermediary organisation as being cancelled as of the date of entry into force of the modification. In this case the Intermediary organisation is entitled to report to the Chief Inspectorate the termination of the agreement. In case the contractor does not lodge a written protest against the modification until the date of entry into force of the modification, the modification must be deemed as accepted by them.

16. Trademark usage agreement; a labelling referring to the belonging to the Intermediary organisation

- 16.1 The following trademark – which is the trademark of the Intermediary organisation registered under the registration number 198 381 at the Hungarian Patent Office (hereinafter: trademark) – is used for the labelling of the Intermediary organisation.



- 16.2 Any manufacturer, collection-point operating organisation or subcontractor entering a contract with the Intermediary organisation is entitled to display and use the above trademark in an unaltered form on the territory of the Republic of Hungary, in agreement and in connection with the details of the special contract/agreement, under the force of the contract/agreement, and without paying a special fee.
- 16.3 He, who uses the trademark illegally, commits trademark infringement. The Intermediary organisation as proprietor of the trademark may advance the following civil law claims against the infringer – relative to the circumstances of the case: a) it may claim that a court of law should establish that an act of trademark infringement has been made; b) it may claim the discontinuance of trademark infringement and prohibiting the infringer from further infringement of lawful rights; c) it may claim that the infringer provide data about the persons who participated in the production and distribution of the commodities and the fulfilment of the services affected by infringement, as well as about the business relations established for the distribution of such commodities; d) it may claim that the infringer make amends by a declaration or in any other proper way, and that, should it prove necessary, publicity suitable to the amends be provided by, or at the expense of, the

infringer; e) it may claim the reimbursement of the enrichment attained by trademark infringement; f) it may claim the seizure of the tools and materials used exclusively or primarily for the act of trademark infringement, as well as that of the commodities and packaging materials affected by trademark infringement.

16.4 The court may rule, at the request of the Intermediary organisation, as proprietor of the trademark, that the seized tools, materials, commodities and packaging materials be divested – primarily by the removal of the trademark – of their illegal character, or – if it is not possible – be destroyed. In justified cases, the court may also rule, instead of the destruction, the realisation of the seized tools and materials, according to the rules of court enforcement; in this latter case it passes a court decision about the receipts. The seizure of the tools and materials used for the act trademark infringement as well as that of the commodities and packaging materials affected by trademark infringement is operative even if they are not in the possession of the infringer, but the owner knew about the trademark infringement or might, with due foresight, have known about it.

16.5 In the case of trademark infringement, the Intermediary organisation, as proprietor of the trademark, is also entitled to claim amends according to the rules of civil liability.

16.6 In the case of infringement, the Intermediary organisation, as proprietor of the trademark, may claim – according to the provisions of a separate rule of law – that the customs authorities prevent the dutiable goods to be placed on the market.

17. Settlement of disputes

17.1 The parties wish to settle the arising controversial issues primarily through peaceful negotiations. In the case of any legal dispute, depending on jurisdiction, the Budai Központi Kerületi Bíróság (Buda Central District Court) or the Komárom-Esztergom Megyei Bíróság (Komárom-Esztergom County Court) is of competence.

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