

CONVENIENCE TRANSLATION ONLY !

Supplementary agreement relating to the user contract

User contract no.

between

Stiftung Gemeinsames Rücknahmesystem Batterien, Heidenkampsweg 44, 20097 Hamburg, Germany,

hereafter referred to as **"the Foundation"**,

and

.....

hereafter referred to as **"the User"**.

following the exceptions to sects. 4 and 5 of the General Terms of User Contract are hereby agreed between the parties:

1. Notification of quantities distributed in the case of contributions towards disposal costs not exceeding €2,000 per annum

The User shall only report the quantity of batteries it has brought into circulation once per calendar year. The record date shall be 31 December of each year. The report must be submitted to the Foundation by 31 January of the following year.

2. Payment of fees in the case of contributions towards disposal costs not exceeding €2,000 per annum

The User shall submit a partial payment to the Foundation each year, which shall be equal to the anticipated contributions towards disposal costs. In the initial year of entry to the scheme, the partial payment shall be based on sales figures as estimated by the User. This partial payment becomes due once half the applicable time period has elapsed, with said period commencing with the entry into force of the User Contract and ending on 31 December of the same year.

In subsequent years, the User shall submit a partial payment to the Foundation on 30 June of each calendar year, which shall be equal to the anticipated contributions towards disposal costs for the current calendar year as based on the sales figures for the previous calendar year. The final statement for the year, together with a demand for payment of any outstanding amount or a refund of contributions where applicable, shall be issued following submission to the Foundation of notification of quantities distributed in accordance with point 1.

3. Contributions towards disposal costs in excess of the €2,000 limit.

In the event that the statement should indicate that contributions towards disposal costs due in any calendar year are in excess of €2,000, this agreement shall cease to be effective and notification and payments in the following and all subsequent years shall be in accordance with the General Terms of User Contract.

Hamburg, date:

(Town/city, date)