

concluded between

Elektro Recycling Austria GmbH  
Mariahilfer Straße 123  
1062 Vienna  
Austria

hereinafter called "ERA"

and

Contract number
Contracting partner
<h1>Sample, do not fill out!</h1>
hereinafter called "contracting partner" or "CP"

# AGREEMENT TO JOIN A COMPLIANCE SCHEME FOR ELECTRICAL AND ELECTRONIC EQUIPMENT AS WELL AS FOR BATTERIES

## PREAMBLE

1. The Austrian Ordinance on waste electrical and electronic equipment ("WEEE Ordinance") and the Batteries Ordinance require producers of electrical and electronic equipment (EEE) and producers of batteries to set up collection sites for waste electrical and electronic equipment (WEEE) and used batteries, accept returned WEEE and used batteries free of charge, organise the transport of WEEE and used batteries from the collection sites to an authorised treatment facility, and ensure their reuse or treatment. The affected enterprises may free themselves from these obligations by joining a collection and recovery scheme for all their electrical and electronic equipment as well as their batteries belonging to a specific collection and treatment category and by transferring their legal obligations under the WEEE Ordinance and the Batteries Ordinance to this scheme (participation in a compliance scheme).
2. Producers of EEE for private households who do not fulfil their obligations to take back returned WEEE individually, as well as producers of EEE for private households which was placed on the market before 13 August 2005, as well as producers of appliance and vehicle batteries shall transfer their obligations to take back returned WEEE and their other obligations of the respective ordinances to an approved collection and recovery scheme.
3. ERA is an approved collection and recovery scheme for waste electrical and electronic equipment from private households and commercial sources as well as for appliance, vehicle and industrial batteries in keeping with the Austrian Federal Waste Management Act (AWG). By signing this Agreement, the CP joins this collection and recovery scheme with his electrical and

electronic equipment and with his batteries, thereby making use of his right to transfer to the ERA Compliance Scheme his obligations regarding the set-up of collection sites, the take-back (not including the non-transferable obligation of final distributors to take back returned WEEE on a one-to-one basis), reuse and treatment of such equipment, the supply of information to end users as well as specific reporting duties in keeping with the provisions of this Agreement and the WEEE Ordinance and the Batteries Ordinance.

4. For the purposes of this Agreement, the following terms and definitions shall apply:
  - a) **Ordinance on waste electrical and electronic equipment (WEEE Ordinance) and Batteries Ordinance:**  
Ordinance of the Federal Minister for Agriculture, Forestry, Environment and Water Management concerning waste prevention, collection and treatment of waste electrical and electronic equipment, Federal Law Gazette II No. 121/2005 and concerning waste prevention, collection and treatment of spent batteries and accumulators, Federal Law Gazette II No. 159/2008 in their currently valid version.
  - b) **Electrical and electronic equipment (EEE):**  
Equipment falling under the WEEE Ordinance for which the obligations regarding take-back, collection and treatment in keeping with the WEEE Ordinance need to be fulfilled.
  - c) **Historical electrical and electronic equipment:**  
Electrical and electronic equipment placed on the market before 13th August 2005.

**d) Participation in a compliance scheme:**

The transfer of obligations of producers of electrical and electronic equipment and of batteries or of the obligations of the self-importers of appliance and vehicle batteries under the WEEE Ordinance and the Batteries Ordinance to an approved collection and recovery scheme by way of contract, thereby passing on these obligations to the operator of the scheme.

**e) Producer:**

Anyone who is affected by the duties concerning take-back, collection and treatment in keeping with the provisions of the WEEE Ordinance, the Batteries Ordinance and the Federal Waste Management Act. Self-importers of appliance and vehicle batteries who decide to take part in the collection and recovery scheme of ERA apply as producers in terms of

this agreement as well.

**f) Batteries:**

Batteries according to the Batteries Ordinance, as far as they are included by the take-back, collection, treatment and labeling obligations standardized according to the Batteries Ordinance for appliance, vehicle and industrial batteries.

All terms which are used in the WEEE Ordinance, the Batteries Ordinance as well as in this Agreement shall have the same meaning in this Agreement as under the WEEE Ordinance and the Batteries Ordinance in their currently valid version.

5. ERA is a non-profit organisation whose activities are not intended to yield a profit.

## **I. TRANSFER OF OBLIGATIONS TO A COMPLIANCE SCHEME**

1. ERA operates a collection and recovery scheme for waste electrical and electronic equipment as well as for appliance, vehicle and industrial batteries in keeping with the provisions of the WEEE Ordinance and the Batteries Ordinance. As such, ERA shall be responsible for the set-up of a comprehensive network of collection sites, the take-back (not including the take-back of WEEE on a one-to-one basis falling under the responsibility of the final distributors), transport and treatment of WEEE as well as used batteries. As long as ERA is officially approved as a collection and recovery scheme for waste electrical and electronic equipment as well as for appliance, vehicle and industrial batteries, it shall be entitled to take over the legal obligations of its contracting partners, thereby fully accomplishing the tasks it has adopted in the framework of this Agreement.

2. For the life of this Agreement, the CP participates in the ERA collection and recovery scheme with all his electrical and electronic equipment and appliance, vehicle and industrial batteries. Excluded therefrom are the following types of electrical and electronic equipment:

a) EEE belonging to one collection and treatment category which the CP places on the market from 13th August 2005 and for the total amount of which he can prove that he meets his take-back obligations in accordance with the provisions of the WEEE Ordinance individually.

b) EEE as well as appliance, vehicle or industrial batteries belonging to one collection and treatment category for the total amount of which the CP can prove that he participates in a different approved collection and recovery scheme.

c) Industrial batteries for which the CP demonstrably fulfils his entire take-back, treatment and information obligations himself in accordance with the provisions of the Batteries Ordinance.

Those EEE for commercial use for which ERA offers a compliance scheme are listed in the fact sheet relating to commercial users. Concurrently with signing this Agreement, and along with every subsequent change, the CP will provide ERA with all company-related data necessary for his registration by using the currently valid form "customer data sheet" (see Annex 1). In this "customer data sheet" the CP shall also indicate for which collection and treatment categories he intends to join the ERA Compliance Scheme and, if applicable, for which collection and treatment categories he intends to fulfil his obligations under the WEEE Ordinance and the Batteries Ordinance individually or by joining a different collection and recovery scheme. This information shall be provided for appliance, vehicle and industrial batteries, EEE from private households and EEE from commercial sources separately. Any change of data and a pertaining change between different collection and recovery schemes shall only be permissible at the end of a quarter of a calendar year.

3. By continuously participating in the ERA collection and recovery scheme with the electrical and electronic equipment of a specific collection and treatment category which he places on the market from 13th August 2005, the CP also joins the Compliance Scheme with the historical electrical and electronic equipment of this collection and treatment category which he has previously placed on the market.

4. Upon the CP's request, ERA shall confirm to the CP once a year in writing that he participates in the ERA Compliance Scheme for WEEE and for appliance, vehicle and industrial batteries and shall also indicate for which collection and treatment categories he has joined the scheme.

5. In accordance with the provisions of the WEEE Ordinance and the Batteries Ordinance, the CP shall meet all obligations not transferable to this compliance scheme individually; he is therefore required to submit the necessary information concerning reuse and treatment for the EEE which he has placed on the market

in particular to the owners of treatment facilities and to observe the labeling obligations and material bans set out in the WEEE Ordinance and the Batteries Ordinance. Should ERA incur any drawbacks resulting from the CP's failure to meet these obligations, the CP shall compensate ERA for the resulting damage and indemnify and hold ERA harmless.

6. If and for as long as the CP merely participates in the ERA Compliance Scheme within the country and distributes EEE in other EU member countries within the scope of distance selling (§ 5a KSchG), he shall be entitled to transfer to ERA his reporting duties pursuant to the WEEE Ordinance with respect to this electrical and electronic equipment.

## II. COMPLIANCE FEES

1. The CP shall pay a fee to ERA for the transfer of his legal obligations concerning his electrical and electronic equipment and his batteries to ERA. The rate of this fee shall be fixed on the basis of the currently valid tariffs as officially announced by ERA for the amount of EEE which the CP puts on the domestic market as well as of the batteries which the CP puts on the domestic market. The contracting parties agree upon an annual minimum fee. The tariffs valid at the time of signing the Agreement and the annual minimum fee are attached to this Agreement in the "table of tariffs" (see Annex 2).
2. The CP shall assess all EEE subject to this Agreement which he places on the market from 1st July 2005 and all batteries which he places on the market from 1st July 2008. He shall then report to ERA the respective amount and the collection and treatment category by using the form "monthly statement" (see Annex 3), and he shall concurrently calculate the fee due for the respective accounting period and transfer it to ERA's account. The fee shall be calculated on the basis of the respective annexes, fact sheets and instructions provided by ERA in their currently valid version.

If the annual fee which the CP pays according to his initial estimate, or the annual fee the CP has paid in the previous calendar year, exceeds the limit set out in the table of tariffs, the CP shall submit a "monthly statement"; if the annual fee is below this limit, he shall submit a "quarterly statement". The individual reports and the fees calculated on the basis of these reports shall be due on the 10th day of the second month following the accounting period, respectively.

The report covering the period from 1st July 2005 until 30th September 2005 and the compliance fee calculated on the basis of this report shall be submitted by using the form "quarterly statement - 3rd quarter 2005" (see Annex 3a) and shall be due on 10th October 2005 resp. within 14 days from signing the Agreement.

If the Agreement is signed on 1st January 2006 or later, the report covering the period from 1st July 2005 until the end of the year before the Agreement is signed shall be submitted by using the form "retroactive statement" (see Annex 7). The "retroactive statement" and pay-

In this case the CP shall notify ERA on an annual basis, until 31st March of each following calendar year, which amounts of EEE for private households he has distributed in other EU member countries in the course of the previous calendar year by using the form "statement for distance sellers" (see Annex 9). This report shall be submitted for each member country and for each individual collection and treatment category separately. The CP shall use the form "statement for distance sellers" to also indicate whether, in keeping with the national implementing provisions, he has fulfilled his obligations for the EEE he has sold through distance selling either by joining a collective scheme or individually and, if applicable, in which collection and recovery scheme he has participated.

ment of the respective fee shall be due within 14 days after signing the agreement. In case of a retroactive statement, the respective fee calculated on the basis of the valid tariffs shall be increased by an "interest factor" indicated in Annex 7.

3. On condition that ERA receives the CP's reports and payments for the expired calendar year within the set periods, ERA will forward to the CP the form "year-end statement" (see Annex 5) by 1st March of each year, which contains a breakdown of all accounting periods reported by the CP throughout the previous year by individual collection and treatment categories.

The CP shall be entitled to retroactively revise the reports he has submitted throughout the previous calendar year by noting the according corrections in this annex and requesting a reimbursement of fees by 31st March of each year at the latest. In that event, ERA must receive the revised Annex 5 by registered letter no later than 31st March of the same year. Whether the deadline is met depends on the date of receipt of the letter by ERA.

ERA reserves the right to reimburse the fees on the basis of the corrections noted in Annex 5 only if the CP, upon request, produces evidence that the changes he has made are correct. Unless ERA objects in writing to the correction within 30 days upon receiving the "year-end statement", the CP shall be entitled to either offset the differential amount against his next monthly/quarterly statement or request that the balance be credited to his account. However, this shall not be deemed to constitute acknowledgment on the part of ERA that the data reported by the CP are correct. Any difference between the annual fee calculated by the CP and the annual minimum fee or any outstanding amount resulting for the CP from the "year-end statement" shall be settled by 15th May of the same year.

If the CP fails to submit his correction by 31st March of the respective year, he accepts the correctness and completeness of the "year-end statement" sent to him by ERA, thereby renouncing a retroactive correction of the reports he has submitted in the previous year.

4. If the annual fee which the CP pays according to his initial estimate, or the annual fee the CP has paid in the previous calendar year, is below the limit set out in the table of tariffs, the CP shall be entitled to calculate a flat fee starting from the year in which the Agreement was signed. The regular reporting and payment modalities set out in paragraphs 2 and 3 of Article II of this Agreement shall be modified for CPs paying a flat fee as follows:

The calculation of a flat fee is also based on the amount of electrical and electronic equipment as well as of the batteries which the CP places on the Austrian market. The CP shall draw up a full-year estimate of the EEE he has placed on the market from 1st July 2005 stating the amount as well as the collection and treatment category by using the "annual statement for flat-rate payers" (see Annex 4), and will calculate the fee due for this calendar year and transfer it to ERA's account. The "annual statement for flat-rate payers" shall always be submitted on 31st March and the respective fee shall always be due on 10th July of the respective calendar year.

If the Agreement is signed after these dates, the reports shall be submitted and fees be paid within 14 days after signing the Agreement. The "annual statement for flat-rate payers" for the period from 1st July 2005 until 31st December 2005 and the payment of the respective compliance fee shall be due on 10th October 2005 resp. within 14 days after signing the Agreement. If the Agreement is signed on 1st January 2006 or later, a "retroactive statement" pursuant to paragraph 2 of Article II shall be submitted.

If the CP fails to submit his "annual statement for flat-rate payers" within the set period, ERA shall be entitled, after sending a one-off written reminder, to charge an amount of € 3,000 plus 20 % VAT to the CP's account. This charge shall be due within 14 days upon receipt of invoice by the CP. The CP's obligation to submit a "year-end statement for annual flat-rate payers" shall remain unaffected hereof.

Since the "annual statement for flat-rate payers" has to be submitted before the end of the respective calendar year, the CP shall draw up an estimate of the amounts of electrical and electronic equipment as well as the amounts of batteries to be reported according to the best of his know-ledge and belief. The CP shall then adjust the estimated amounts of EEE as well as of batteries by using the "year-end statement for annual flat-rate payers" (see Annex 6) and submit this statement no later than 31st March of the respective following year. The CP shall use this "year-end statement for annual flat-rate payers" to assess the difference between the estimated and the actually arising amounts of EEE reported for the previous calendar year. The CP shall transfer to ERA's account any outstanding payment resulting from the "year-end statement for annual flat-rate payers" as well as any difference between the annual fee he has calculated and the annual minimum fee by 15th May of the same year. ERA reserves the right to reimburse a fee on the basis

of the "year-end statement for annual flat-rate payers" only on condition that the CP, upon request, submits the respective documentary material verifying that his final account is correct. Unless ERA objects in writing to the correction within 30 days upon receiving the "year-end statement for annual flat-rate payers", the CP shall be entitled to either offset the differential amount against his next "annual statement for flat-rate payers" or request that the balance be credited to his account. However, this shall not be deemed to constitute acknowledgment on the part of ERA that the data reported by the CP are correct.

The calculation and payment of a flat fee shall only be permissible if the expected annual fee does not exceed the respective limit set out in the table of tariffs. ERA may adjust this limit as well as the prefixed amount of currently € 3,000 (excluding VAT). Such adjustments will be executed by ERA within the scope of its right to change the tariffs and promulgated in the "table of tariffs".

If ERA has reasonable doubts that the eligibility criteria for a flat-rate payment may not be fulfilled, it may cancel the flat-rate payment option in keeping with paragraph 4 of Article II of this Agreement by registered letter upon two weeks' notice before the end of each month of a calendar year. Such a cancellation shall not affect the validity of the remaining provisions of this Agreement. As soon as the cancellation becomes effective, the reporting and payment duties in keeping with paragraphs 2 and 3 of Article II of this Agreement shall apply.

5. The CP shall also use the form "customer data sheet" to indicate whether according to his estimate a monthly, quarterly or flat-rate payment is to be expected. In case of doubt it is mutually understood and agreed that payment will be effected on a monthly basis. For accounting periods in which the CP does not place any electrical and electronic equipment or batteries on the market, he shall submit an empty form.

Any reports/payments shall be exclusively submitted by using the currently valid forms provided by ERA. These reports/payments are "credit notes" within the meaning of § 11 Abs. 7 UStG (VAT law).

6. If the CP can prove that he collects electrical and electronic equipment or used batteries individually and ensures their reuse or treatment as required by law, he may request a refund from ERA. The eligibility criteria for such a refund, the amount to be refunded as well as the refunding modalities shall be laid down in an agreement to be concluded separately.
7. ERA may modify the tariffs based on which the fees are calculated, the tariffs and reporting structures as well as the minimum fees for all CPs from the start of each quarter of a calendar year, with any new tariffs being promulgated possibly one month prior to their entry into force. The CP commits himself to use the modified tariffs and/or tariffs and reporting structures as well as the respective currently valid instructions and fact

sheets as the basis for calculating his fees from the date of their entry into force.

8. Any surpluses accruing irrespective of ERA's non-profit-oriented calculation scheme shall not be repaid to the CPs, but will be included in the calculation of tariffs for subsequent periods in the same way as any losses incurred.
9. If the CP fails to pay the respective fee by the date on which it is due, a delay in payment will arise after that date. In that case ERA shall be entitled to charge the CP an interest on arrears to the amount of four percent points above the basic interest rate. All fees shall be

payable to ERA without charges or deductions. In case of a delay in payment, any default charges and postal fees will be burdened on the CP.

10. CP shall not be entitled to withhold or offset due payments against his own counterclaims unless his counterclaims asserted against ERA are deemed accepted and legally effective.
11. The CP shall submit all his reports in writing and by using the forms provided by ERA for this purpose. Any reports submitted via electronic mail may only be forwarded in a specific manner approved by ERA.

### III. DURATION OF AGREEMENT

#### 1. Ordinary termination:

This Agreement, the entry into force of which is stated at the end of this document, shall be concluded for an indefinite period of time. It may be terminated by registered letter by either of the parties to the Agreement, without giving reasons, upon one month's notice before the end of each quarter of the calendar year.

#### 2. Termination due to changes in tariffs:

The CP shall have the right to terminate this Agreement within a period of 14 days after being notified of a change in tariffs at the end of the next quarter of a calendar year. ERA shall be notified of this termination by registered letter. If the CP fails to terminate this Agreement within a period of 14 days after being notified of a change in tariffs, he shall only be granted the right of ordinary termination pursuant to paragraph 1, or extraordinary termination pursuant to paragraph 3.

#### 3. Extraordinary termination:

Each party has the right to terminate this Agreement by registered letter without notice for reasonable cause (extraordinary termination). The desire to terminate the Agreement shall, unless excluded below, be preceded by a written reminder in which a reasonable extension is granted. Reasonable causes for a termination include, but are not limited to, the following events:

a) the CP's participation in the Compliance Scheme becomes void as a result of the re-vocation of ERA's licence as a collection and recovery scheme for waste electrical and electronic equipment or as a result of the revocation of ERA's licence as a collection and recovery scheme for appliance, vehicle and industrial batteries (extraordinary termination by CP). Should the revocation of ERA's

licence only relate to individual collection and treatment categories, then the extraordinary termination shall only become effective for these collection and treatment categories;

- b) the CP seriously obstructs the collection process, such as by infringing the labelling and information requirements or violating the material bans pursuant to the WEEE Ordinance or the Batteries Ordinance (extraordinary termination by ERA either as regards the entire Agreement or only with respect to the affected collection and treatment category);
- c) the CP wilfully and knowingly, or with gross negligence, provides ERA with incorrect information within the scope of his obligations to submit reports and disclose information (extra-ordinary termination by ERA);
- d) the CP prevents ERA from fully exercising its rights to obtain information and carry out inspections pursuant to Article IV (extraordinary termination by ERA);
- e) the CP delays submitting his reports and/or paying his compliance fees (extraordinary termination by ERA);
- f) proceedings in bankruptcy or any other insolvency proceedings are instituted or a petition for bankruptcy is discharged for want of assets (extraordinary termination by the other party; no extension granted);
- g) suspension of business operations (extraordinary termination by either party, no extension granted).

### IV. INFORMATION AND INSPECTION RIGHTS/DUTIES

1. ERA shall have the right at any time to promulgate lists containing the names of its contracting partners. ERA shall furthermore be entitled to disclose information to third parties as to whether the CP has signed an agreement to join a compliance scheme for electrical and electronic equipment as well as for batteries with ERA and to which collection and treatment categories this agreement relates. ERA shall also be entitled to

disclose the CP's data to the authorities, to the extent to which this is necessary for the fulfilment of any legal obligations. In supporting the cooperation between ERA and Altstoff Recycling Austria AG (ARA) and the use of synergies resulting therefrom, the CP shall give his consent to the mutual exchange of his data between ERA and ARA.

2. ERA shall have the right to verify the correctness and completeness of the data reported by the CP on a regular basis. To the extent that this requires an inspection of the CP's books and records necessary for evaluating the respective fees, ERA or any authorised and sworn business trustee commissioned and paid by ERA shall be conceded this right of inspection. If necessary, the CP is obliged to provide additional information to the inspecting authority as well as prepare and submit copies of the inspected books and records.
3. To the extent that this is economically acceptable, ERA or a third party commissioned by ERA (in particular business trustees) shall – also upon a well-founded request from another CP – inspect the type and scope of the CP's reports/payments. If inspection reveals that the other CP's request was unfounded and that the inspected CP meets all his obligations under the agreement, the CP who has brought in the motion shall have to bear the cost of inspection.
4. If an inspection reveals that the CP has provided ERA with incorrect information regarding the electrical and electronic equipment to be reported or about the batteries to be reported, the erroneously calculated amount will be retroactively corrected. If the CP has wilfully or with gross negligence provided ERA with incorrect information, the CP shall compensate ERA for

the inspection cost incurred and shall additionally effect a lump-sum payment totalling up to three times the difference between the amount paid and the amount due. If the inspection cannot be successfully concluded because the CP prevents ERA from exercising its inspection rights or fails to cooperate, the CP shall compensate ERA for the cost arising from the attempt at inspection. The cost of preparing copies in the course of inspection shall not be compensated.

5. The CP shall keep all books, records and supporting documents relating to the calculation of fees for a period of seven years. Moreover, the CP shall keep these documents beyond that date for as long as an inspection of a respective calendar year requested by ERA prior to the expiration of this period is not concluded. If the CP fails to meet his obligation to preserve these records and ERA is therefore unable to verify the correctness and completeness of the CP's calculation, ERA shall be entitled to estimate the amount that is actually due.
6. Employees of ERA, as well as anyone entrusted by ERA to carry out inspections on its behalf, shall be obliged to hold all information obtained in connection with carrying out such inspections as confidential and to release such information to third parties only as far as this relates to the transmission of data pursuant to paragraph 1 of Article IV.

## V. FINAL PROVISIONS

1. Irrespective of the provisions of paragraph 5 of Article I and paragraph 4 of Article IV, respectively, any other breach of this Agreement shall only result in the payment of damages if gross negligence and wilful misconduct is evidenced.
2. In addition to various other documents, ERA has provided the CP with the respective forms and sheets mentioned in this Agreement, the table of tariffs, guidelines and assessment schemes.
3. Modifications of or amendments to this Agreement shall only be effective if they are submitted in writing. Wherever in this Agreement the presentation of written documents is required, also documents submitted by fax shall be considered written documents. However, this shall not apply to documents which must additionally be submitted by registered mail.

ERA shall also be entitled to modify or amend this Agreement without the CP's consent, in particular as far as this relates to the submission of the respective valid forms and other annexes to the Agreement. This shall be based on the understanding that ERA does not act in an obviously inequitable manner, and modifications or amendments do not affect any vital terms of the Agreement and are deemed necessary or suitable for a proper functioning of the ERA collection and recovery scheme for WEEE as well as for appliance, vehicle and industrial batteries. ERA reserves the right to alter the provisions of this Agreement at any time if this is deemed necessary or suitable for implementing requirements,

recommendations or orders by the licensing and supervisory authority of ERA. This simplified right to effect changes shall not apply to changes in tariffs or tariff schemes. The provisions of Article II of this Agreement shall apply herewith.

ERA shall notify the CP in writing of any modifications of or amendments to this Agreement by forwarding to him the modified or new terms of the Agreement as well as the date of their entry into force. Any modifications or amendments shall, however, become effective no earlier than the CP is notified hereof.

4. The present agreement shall be governed by Austrian law.

All disputes arising from or relating to this Agreement between the parties shall be subject to the exclusive jurisdiction of the competent court of the First Municipal District of Vienna.

5. If any of the provisions of this Agreement should be found to be ineffective or voidable, the remaining provisions shall remain unaffected hereof. In such cases ERA and the CP shall jointly endeavour to replace the ineffective or voidable term by one which serves the principles of this Agreement as closely as possible.
6. As long as the CP fails to inform ERA in writing of a new address, ERA shall continue to use the CP's address referred to in the recitals of this Agreement. Any messages which ERA forwards to the CP under this

address shall therefore be deemed effective.

7. The present Agreement shall come into force simultaneously with the Batteries Ordinance. Due to the coming into force of the Batteries Ordinance, it extends the scope of application of the already existing agreement to join a compliance scheme and enables the CP to take part in the ERA collection and recovery scheme with his batteries as well. If the CP wishes to make use of this opportunity, he will inform ERA about this with the currently valid form "customer data sheet" (Annex 1). The CP will state in this "customer data sheet" with what batteries he takes part in the ERA collection and recovery scheme (information of the collection and treatment category).

Irrespective of this fact, the parties agree that reporting basically starts on 1st July 2005 and payment on 13th August 2005 for electrical and electronic equipment and that reporting basically starts on 1st July 2008 and payment on 26th September 2008 for batteries. However, the CP may postpone the start of reporting and payment to a later date by completing and signing the form "start of reporting" (see Annex 8) if he testifies that he has met his obligations under the WEEE Ordinance and the Batteries Ordinance individually or by participating in a different collection and recovery scheme until that date.

8. This Agreement shall be executed in two counterparts, of which each of the parties to the contract shall receive one.

Vienna,

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*ERA Elektro Recycling Austria GmbH*

\_\_\_\_\_  
*Contracting partner*

## **LIST OF ANNEXES TO THE AGREEMENT TO JOIN A COMPLIANCE SCHEME FOR ELECTRICAL AND ELECTRONIC EQUIPMENT AS WELL AS FOR BATTERIES**

<b>Annex 1</b>	Customer data sheet
<b>Annex 2</b>	Table of tariffs
<b>Annex 3</b>	Monthly/quarterly statement
<b>Annex 4</b>	Annual statement for flat-rate payers (estimate)
<b>Annex 5</b>	Year-end statement (to be submitted)
<b>Annex 6</b>	Year-end statement for annual flat-rate payers (to be submitted)
<b>Annex 7</b>	Retroactive statement
<b>Annex 8</b>	Start of reporting
<b>Annex 9</b>	Statement for distance sellers (to be submitted)