



## BATTERY PRODUCER CONTRACT N°

### FIRST PARTY

**NAME** VALORCAR – Sociedade de Gestão de Veículos em Fim de Vida, Lda.

**ADDRESS** Av. da Torre de Belém, 29

**POSTCODE** 1400-342 LISBOA

**TELEPHONE** 21 301 17 66

**EMAIL** valorcar@valorcar.pt

**WEBSITE** www.valorcar.pt

**REPRESENTED BY** José Manuel Pinto Amarel in the capacity of operational director in the due exercise of his rights, henceforth referred to as “**VALORCAR**”

Company Limited by Shares  
Lisbon Company Registration Office  
**CRO REGISTRATION NO°/VAT NO°** 506 653 536  
**SHARE CAPITAL** 40.000€

### SECOND PARTY

**NAME**

**ADDRESS**

**POSTCODE** **SELECT AN OPTION** Company Limited by Shares  
Limited Company  
Other type of company

**TELEPHONE**

**CONTACT EMAIL**

**BILLING EMAIL** **CRO REGISTRATION NO° VAT NO°**

**WEBSITE** **SHARE CAPITAL (€)**

**REPRESENT BY**

**CONTACT PERSON**

### BATTERY IMPORT/PRODUCTION START DATE

day month year

#### HENCEFORTH REFERRED TO AS “ADHERING PARTY”

Both parties identified above, in their respective capacities and rights, voluntarily and in good faith enter into the current Contract as per the following terms and clauses, and the annexes that are an integral part thereof:

#### WHEREAS:

- a) Decree Law no. 152-D/2017, of 11th December, established the legal framework for the management of specific waste streams subject to the principle of extended producer responsibility;
- b) Under the terms of paragraph 1 of article 5 of the aforementioned Decree Law, producers of batteries and accumulators (BA) must ensure their adequate management when they reach their end of life and become waste;

- c) Under the terms of paragraph 3 of article 10 of the aforementioned Decree Law, as part of the integrated system, the producer's responsibility for the management of battery and accumulator waste (RBA) is transferred to a managing entity by signing a contract;
- d) **VALORCAR** has been licensed as a managing entity of the Integrated System for the Management of Battery and Accumulator Waste (SIGRBA) through Decree no° 11275-C/2017 of the State Secretary for the Environment;
- e) The ADHERING PARTY, in its capacity as a producer of BA under the terms of paragraph nn) of article 3 of the aforementioned Decree Law, intends to transfer its responsibility for the management of RBA to **VALORCAR** and **VALORCAR** accepts this responsibility.

It is agreed that:

VALORCAR'S SIGNATURE(S) (INITIALS)

ADHERING PARTY'S SIGNATURE(S) (INITIALS)

## ONE OBJECT

1. By means of the present contract, the ADHERING PARTY, in its capacity as producer of batteries and accumulators (BA), joins the Integrated System for the Management of Battery and Accumulator Waste (SIGRBA) managed by **VALORCAR**, and transfers to the latter the responsibility for the management of the respective battery and accumulator waste (RBA), under the terms of Decree Law no°152-D/2017.
2. By means of the present contract, **VALORCAR** undertakes to fulfil the obligations arising from Decree Law no° 152-D/2017 and Decree no. 11275-C/2017 regarding RBA management.

## CLAUSE TWO MATERIAL SCOPE OF APPLICATION

The present contract covers the BA placed on the national market for the first time by the ADHERING PARTY, separately or incorporated into vehicles or equipment, whose categories are identified in ANNEX I.

## CLAUSE THREE DECLARATIONS

1. The ADHERING PARTY shall declare to **VALORCAR** all BA it places on the national market for the first time, by means of a quarterly declaration (QD) or an initial declaration (ID) and annual declaration (AD).
2. For the purposes of the preceding paragraph, BA shall be considered to be placed on the national market on the date of issue of the respective invoices.
3. The QD, ID and AD must be filled and electronically submitted to **VALORCAR** using the forms available in a restricted area of the **VALORCAR** website ([www.valorcar.pt](http://www.valorcar.pt)). Access to this area is via a username and password provided by **VALORCAR** to the ADHERING PARTY, after the present contract has been signed.
4. **VALORCAR** will seek to obtain this information directly from the Integrated System of Environmental Licensing (SILiAmb) managed by the Portuguese Environment Protection Agency (APA), which the ADHERING PARTY hereby authorises. Where this applies, **VALORCAR** will inform the ADHERING PARTY that it is exempt from filling out the aforementioned declarations.
5. The ADHERING PARTY has sole responsibility for the quality and accuracy of the information provided to **VALORCAR** within the scope of the declarations foreseen in the present contract.

## CLAUSE FOUR QUARTERLY DECLARATION (QD) (TRANSITIONAL ARRANGEMENTS IN FORCE IN 2018)

1. By means of the QD, the ADHERING PARTY shall provide **information** related to BA placed on the national market for the first time in the third and fourth quarters of 2018.
2. The ADHERING PARTY shall send the QD to **VALORCAR** no later than the 20th day of the month following the end of each quarter (20th October 2018 and 20th January 2019).

## CLAUSE FIVE INITIAL DECLARATION (ID) AND ANNUAL DECLARATION (AD) (LEGAL FRAMEWORK IN FORCE FROM 2019)

1. Upon joining the ISMBAW, the ADHERING PARTY shall submit an ID to **VALORCAR** with the information regarding the BA it foresees placing on the national market in that civil year.
2. The ADHERING PARTY shall send an AD to **VALORCAR** no later than 31st March of each year with the information regarding the BA it has placed on the national market in the previous civil year.

## CLAUSE SIX FINANCIAL PROVISION (FP)

1. For all of the BA placed on the national market for the first time from 1st July 2018 onwards, the ADHERING PARTY shall pay **VALORCAR** a corresponding FP, whose amount is set out in ANNEX II.
2. The responsibility of the ADHERING PARTY for the management of RBA is only deemed to have been transferred to **VALORCAR** if the corresponding FP has been paid.
3. If the ADHERING PARTY fails to make payment by the specified deadlines, **VALORCAR** shall charge interest on late payment, applicable from the due date of each invoice up until its full and effective payment, at the successive interest rates applicable to commercial enterprises credit.
4. If the ADHERING PARTY demonstrates to **VALORCAR** that it possesses its own RBA collection and recycling system, and is willing to cover the respective costs, the former shall be authorized by the latter to pay, from 1st January 2018 onwards, only the "administration" component of the FP.
5. If the BA were initially placed on the national market by the ADHERING PARTY and were later exported outside national territory by its customers, the ADHERING PARTY shall have a maximum of 90 calendar days from the date of the commercial transaction to claim the refund of the corresponding FP paid to **VALORCAR**, upon submission of a declaration by its customers and other supporting documents that **VALORCAR** may request.
6. The APA may determine an exemption from the FP for producers that only place small quantities of BA on the national market, under the terms of article 78 of Decree Law no° 152-D/2017.
7. The amounts of the FP are subject to revision at any moment by **VALORCAR**, under the terms of article 15 of Decree Law no° 152-D/2017.
8. The ADHERING PARTY shall specify the corresponding FP in the BA sales invoices, under the terms of article 14 of Decree Law no° 152-D/2017.

## CLAUSE SEVEN INVOICING (TRANSITIONAL ARRANGEMENTS IN FORCE IN 2018)

1. The FP will be electronically invoiced on the 24th day of the month following the end of each quarter (24th October 2018 and 24th January 2019), based on the respective QD, or, in the absence thereof, on the last AD submitted.
2. If there are differences between the total quantities of BA reported in the QD and AD, an account settlement shall occur, with **VALORCAR** issuing the corresponding invoice or credit note on 15th April 2019.

## CLAUSE EIGHT INVOICING (LEGAL FRAMEWORK IN FORCE FROM 2019)

1. The FP due for payment in a given year shall be determined by means of the ID or the last submitted AD, and invoiced electronically as follows
  - a) In full, if the overall amount is less than €200, on 15th April;
  - b) In 4 equal instalments if the overall amount is more than €200, on the 15th day of the month following the end of each quarter (15th April, July, October and January).
2. If, for a given year, there are differences between the total quantities of BA reported in the ID or the last AD submitted in relation to the AD for that year, an account settlement shall occur, with **VALORCAR** issuing the corresponding invoice or credit note on 15th April.

#### CLAUSE NINE CERTIFICATE OF ACCESSION

A **VALORCAR** shall provide the ADHERING PARTY, electronically, through the restricted area mentioned in paragraph 3 of clause 3, a certificate of accession, provided that the latter has: (i) submitted the QD, ID and/or AD within the specified deadlines, (ii) settled all due invoices and (iii) is compliant with all contractual obligations.

#### CLAUSE TEN AUDITING

- VALORCAR** reserves the right to perform audits or any other verification, carried out by independent entities, in order to ascertain the quality and the authenticity of the information it has been provided with by the ADHERING PARTY, as well as compliance with the other obligations set forth in the present contract.
- The ADHERING PARTY is obliged to collaborate with the independent entity hired by **VALORCAR**, granting it access to all requested information and documents, within a maximum period of 30 days, at its Portuguese headquarters or at the headquarters of **VALORCAR**, if the ADHERING PARTY has no headquarters in Portugal.
- If **VALORCAR** so requests, the ADHERING PARTY shall submit the QD, ID and AD after verification by a certified accountant or an official auditor.
- The audit report shall be submitted to the ADHERING PARTY within 5 days of its approval by **VALORCAR**, together with deadlines for the completion of any corrective actions deemed necessary.
- The costs incurred with conducting audits and other verifications shall be borne by **VALORCAR** except in cases in which omissions or inaccuracies in the information provided by the ADHERING PARTY are detected, resulting in an increase in the FP due of more than 5%, in which case the ADHERING PARTY shall bear the aforementioned costs, in addition to the resulting adjustments.

#### CLAUSE ELEVEN CONFIDENTIALITY

- Without prejudice to the obligation of information to which it might be subject, namely, through administrative or judicial decision or act, **VALORCAR** undertakes to keep and enforce, by all its managers, employees, agents and representatives, the strictest confidentiality regarding all financial and commercial information of a classified nature related to the ADHERING PARTY to which it might gain access as a result of the present contract and to refrain from using it for any purposes other than the latter's enforcement.
- The ADHERING PARTY authorizes **VALORCAR** to use and disclose its name or commercial designation, its taxpayer no. and the date of accession to SIGRBA in publications or other actions of promotion and communication.

#### CLAUSE TWELVE AMENDMENTS TO THE CONTRACT

- Should any of the clauses of the present contract be considered invalid or not applicable to the Party or Parties obliged to comply with the former, for whatever reason, the contract shall remain valid and in force with regard to the remaining clauses, with the clause or clauses considered invalid or not applicable being replaced by the clause or clauses that more adequately reflect the will of the Parties and the essential foundations of the will to execute the contract, and which, in a better and more equitable manner, allow for the execution of its essential provisions.
- The present contract expresses in full the will of the contracting parties with regard to its object and may only be amended by written agreement between the parties.

#### CLAUSE THIRTEEN CONTRACT DURATION

- The present contract shall enter into force on the date it is signed by **VALORCAR** and shall remain valid until 31st December 2021, being automatically renewed:
  - If the license of **VALORCAR** is renewed, for its determined period of validity;
  - If a new license is issued to **VALORCAR**, for its determined period of validity.
- Either of the parties may terminate the present contract by means of a registered letter with acknowledgement of receipt addressed to the other party at least three months prior to the end of each year of the contract.
- Notwithstanding the preceding paragraph, if either of the parties fails, in a significant or repeated manner, to fulfil the obligations foreseen in the present contract, the other party shall be free to immediately terminate it, a decision which shall be communicated by means of a registered letter with acknowledgement of receipt. It is hereby expressly stated that **VALORCAR** has the right to terminate the contract on specific grounds in the case of omission or provision of incorrect declarations or information by the ADHERING PARTY regarding the BA placed on the national market, or in the case of a delay of more than 30 days in the payment of the FP invoiced in its name.
- The present contract shall be automatically terminated in the event of the withdrawal, suspension, forfeiture, revocation or non-renewal of the license of **VALORCAR**.
- Regardless of the reasons for the termination of the contract, its rescission shall only become effective after the ADHERING PARTY has submitted all the ADs corresponding to the period prior to its termination, in order to settle the final accounts between the amount of PF paid and the actual amount due.
- The termination of the present contract implies the automatic cancellation of the ADHERING PARTY's accession to SIGRBA and the corresponding communication of said fact to the APA.

#### CLAUSE FOURTEEN LEGAL JURISDICTION

It is hereby determined that Lisbon District Court, to the exclusion of any other, has the exclusive jurisdiction to settle any disputes arising from the present contract, except in the instance in which, by written agreement, the parties decide to bring the issues in dispute before an arbitration court, which shall act under the terms of the law applicable to voluntary arbitration.

#### CLAUSE FIFTEEN COMMUNICATION

- The ADHERING PARTY shall inform **VALORCAR** of the preventive measures it promotes in accordance with existing or future regulations on this matter, as well as participate in such measures promoted by **VALORCAR**, namely, those foreseen in its prevention plan.
- The ADHERING PARTY shall notify the recycling operators of the information foreseen in Decree Law no. 152-D/2017.
- VALORCAR** shall inform the ADHERING PARTY, by any appropriate means, including via its website, of changes made to the FP and the declarative process, to the terms and conditions of its License, and to the actions it undertakes within the sphere of RBA awareness and management, and the results achieved.
- Changes in the contact information of either of the parties shall be immediately communicated to the other party, under penalty of considering duly performed any communication sent to the contacts in the present contract and the non-compliant party being entirely liable for any damages arising from the failure to fulfil this obligation.

