

## Contract for Waste Batteries Treatment Operator

*Waste Batteries Storage and Sorting Center / Reception Center*

Contract nº. \_\_\_\_\_

Between the Companies:

**First Party:** Ecopilhas – Sociedade Gestora de Resíduos de Pilhas e acumuladores, L<sup>da</sup>, with a capital of 60.000 € domiciled at Rua Padre Américo, nº. 19, letra D, Escritório D, 1600-548 Lisboa, Portugal, registered at the Commercial Registry Office of Lisbon and VAT no. 505772213, and represented by Eurico da Costa Cordeiro, hereinafter referred to as “Ecopilhas”,

and

**Second Party:** (...), with a capital of (...)€ domiciled at (...), registered with VAT no. (...), and represented by (...) and (...), hereinafter referred to as “Second Party”,

### Whereas:

1. The Portuguese Decree-Law no. 6/2009, of January 6<sup>th</sup>, has established the system for the batteries in the market and the system for waste batteries collection, treatment, recycling and disposal, and afterward was amended by the Portuguese Decree-Law no. 266/2009, of September 29<sup>th</sup>, no. 79/2011, of June 17<sup>th</sup>, and no. 173/2015, of August 25<sup>th</sup>;
2. The Portuguese Decree-Law no. 152-D/2017, of December 11<sup>th</sup> (hereinafter referred to as “DL 152-D/2017”) came into force from January 1<sup>st</sup>, which established the new legal regime to the management of certain specific waste stream, among which include the waste batteries stream, repealing the Portuguese Decree-Law no. 6/2009;
3. By the Portuguese Dispatch no. 11275-B/2017, of December 19<sup>th</sup>, 2017, issued by the Secretary of the Environment, published in Diário da República 2<sup>nd</sup> Series, no. 245, dated at December 22<sup>nd</sup>, 2017, a new license was granted to Ecopilhas with the aim of carrying the waste management of portable batteries and industrial batteries, which is valid from January 1<sup>st</sup>, 2018, until December 31<sup>st</sup>, 2021;
4. In pursuit of its corporate object, Ecopilhas encourages various entities in order to promote an appropriate final destination to waste batteries. Thereafter, Ecopilhas provides containers for the waste collection, which are subsequently collected by Ecopilhas, through transporters

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Email: [geral@ecopilhas.pt](mailto:geral@ecopilhas.pt)

NIPC: PT505772213

Capital Social: €60.000

Cons. Registo Comercial de Lisboa – nº. PT505772213

[www.ecopilhas.pt](http://www.ecopilhas.pt)

companies or other waste manager operators to whom Ecopilhas is responsible for storing and sorting the waste batteries and deliver for its final destination.

5. The Second Party, as an authorized operator for the reception and development of sorting and temporary storage of waste batteries, consent the reception of waste batteries sent by Ecopilhas and Ecopilhas compromises to send waste batteries to the Second Party.

**It's agreed:**

### **Clause 1**

#### **(Object)**

1. By virtue of the present Contract, the Second Party is enforcing to provide the services related to the waste batteries sorting and storage, to Ecopilhas.
2. The Second Party accession into Ecopilhas network does not exonerate it from the fulfillment of other obligations foreseen in the law.

### **Clause 2**

#### **(Material Scope)**

1. The current Contract covers waste batteries of different chemical systems and undifferentiated systems whose respective producers / importers / manufacturers have transferred their responsibilities of waste batteries management to Ecopilhas according to point 1 and 3 of Article 10<sup>th</sup> of the DL 152-D/2017.

### **Clause 3**

#### **(Ecopilhas Obligations)**

Ecopilhas is obliged to:

1. Inform the Second Party, within a reasonable period of time, about the waste batteries quantities that intends to send and subsequently, to be subjected to the sorting and storage operations.
2. Contract the transport companies to carry the used batteries to the facilities of the Second Party and to ensure that the transport referred is carried out in accordance with the legal regulations in force.
3. Provide suitable containers for the waste batteries packaging and transport, accordingly to the legislation in force about the Transport of Dangerous Goods by Road.

4. Inform the Second Party about the sorting and packaging instructions that must be put in place to ensure a suitable sorting and packaging of the waste batteries, which will be sent to the recycling facilities according with the established conditions.

#### **Clause 4**

##### **(Second Party Obligations)**

The Second Party is obliged to:

1. Accept waste batteries at the respective sorting and storage facilities located at \_\_\_\_\_.  
\_\_\_\_\_.  
Therefore, Ecopilhas will send the used batteries in the permitted packages by the legislation on the Transport of Dangerous Goods by Road.
2. Plan, coordinate and provide the correct execution of the waste batteries sorting and storage processes, assuring the compliance with Ecopilhas instructions, in particular with the sorting process.
3. Clean and decontaminate the waste, if necessary.
4. Send a monthly report with the following information, in kilograms, and by chemical system:
  - a. Sorted Waste Batteries;
  - b. Waste Batteries sent to recycling;
  - c. Sorted Waste Batteries stored during each month.
5. Allow Ecopilhas to follow-up the sorting and storage operations at the installations of the Second Party, at least 6 (six) days a year, in order to verify the compliance of the sorting instructions transmitted as defined in paragraph 4 of Clause 3.
6. Carry out a second sorting process without additional costs for Ecopilhas, if the Second Party doesn't comply with the waste batteries sorting instructions transmitted.

#### **Clause 5**

##### **(Labors Obligations of the Second Party)**

1. The Second Party is obliged to:
  - a. Comply with the labor legislation and regulations in force to Labor, Fiscal and Social Security relative with the workers and other employees.
  - b. Comply, in particular, with the applicable legislation about safety, hygiene and health at work. Adopting, under all circumstances, precautions and appropriate measures to avoid damages or accidents.

2. The Parties agreed and understood that the failure by the Second Party to comply with its Labor, Fiscal and/or Social Security obligations is considered to be a fair cause for the resolution of the present Contract by Ecopilhas.

## **Clause 6**

### **(Remuneration and Other Costs)**

1. After the approval by Ecopilhas in accordance with the established in point 4 of Clause 4, Ecopilhas will settle the following amounts to the Second Party, considering the provision of services:
  - a. Sorting Waste Batteries - \_\_\_\_\_ € per sorting ton;
  - b. Sorting of Waste Batteries which have been previously sorted - \_\_\_\_\_ € per sorting ton;
  - c. Storage of sorted alkaline / carbon zinc batteries for each pallet which exceeded \_\_\_\_\_ of the total of sorted pallets - \_\_\_\_\_ € per pallet and for each day;
  - d. Storage of Waste Batteries that aren't covered by point c) for each pallet - \_\_\_\_\_ € per pallet and for each day;
  - e. Used Big Bag's to send the Waste Batteries for recycling - \_\_\_\_\_ € per unit.
2. The amounts referred to in point 1 will be given without the addition of the VAT value.

## **Clause 7**

### **(Invoicing and Payments Conditions)**

1. The Second Party shall invoice Ecopilhas the amounts referred in point 1 of Clause 6, at the end of each month.
2. Ecopilhas will pay the invoices within a maximum period of 30 (thirty) days from the date of receipt.

## **Clause 8**

### **(Duration)**

1. The present Contract shall enter into force on *Day of Month of Year*.
2. This Contract shall be valid for one year from the date of its signing and shall be automatically renewed for equal periods, if not terminated by any Party by the means of a notice given at least 60 (sixty) days before the expiration date of the Contract or of the ongoing renovation.
3. The present Contract expires automatically in case of withdrawal, suspension, cancellation, revocation or non-renewal of Ecopilhas license.

## **Clause 9**

### **(Termination of the Contract)**

1. In the event that any Party incurs in serious default of the obligations contained in this Contract, the non-breaching Party shall be entitled to declare in writing the breach of the Contract, requesting to the defaulting Party to comply with the obligations herein in a reasonable time, however, not less than 15 (fifteen) days from receipt of the communication.
2. After the period referred in point 1, if the breach is not fully remedied, the Contract shall be deemed to be terminated with a registered letter with acknowledgement of receipt.
3. The resolution of the Contract shall automatically occur on the date of receipt of the communication provided in the preceding paragraph, which lead to the termination of any rights or obligations assumed before the resolution date by the Parties, without prejudice to the obligation of the defaulting Party to indemnify or compensating.

## **Clause 10**

### **(Confidentiality and Information Property)**

1. Both Parties are committed not to disclose, dispose or use any information concerning the other (including confidential information, trade secrets, exclusive systems, computer software, designs, models or processes and technical or commercial knowledges) even if the information has been transmitted by the other Party or has become aware of it under the present Contract, unless this information has become public knowledge without prejudice the Party seeking to disclose it. Both Parties are obliged to ensure the compliance with the provision of this paragraph by their representatives, agents, staff members, suppliers, subcontractors or consultants.
2. Each Party is liable for any kind or nature of damages that may be caused to the other by the disclosure of the information mentioned by the Party, its representative or its staff member, as by the agents, suppliers, subcontractors or consultants of the defaulting Party.

## **Clause 11**

### **(Notices and Communications)**

1. All notices or communications between the Parties done under this Contract shall be made by registered letter with acknowledgement of receipt, by fax or by electronic mail with deliverance-receipt.
2. The notifications and communications shall be made:
  - a) On the date of signature of the acknowledgment, in the case of a letter;
  - b) On the date of receipt on the receiving fax, in the case of a fax;
  - c) After confirmation of the receipt or on the next business day, in the case of an electronic email.

However, if the referred signatures or receipts does not take place on a business day or after 5 (five) p.m. (Lisbon local time), it will only be made on the first subsequent business day.

3. For the purpose of communications and notices between the Parties under the terms of this Contract, the contacts of each Party are the following:

- For **Ecopilhas**:

Att: Eurico Cordeiro

Address: Rua Padre Américo, 19D – Escritório D, 1600-548, Lisboa

Fax: +351 21 725 20 19

E-mail: [geral@ecopilhas.pt](mailto:geral@ecopilhas.pt)

- For \_\_\_\_\_:

Att: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: + \_\_\_\_\_

E-mail: \_\_\_\_\_ @ \_\_\_\_\_

4. Any Party can change the address, fax and/or electronic mail and if it occurs should notice immediately the other Party.

## **Clause 12**

### **(Integral Agreement and Document Hierarchy)**

The present Contract represent the entire agreement and understanding between the Parties which replace any agreements about the same subject matter previously signed by the Parties.

## **Clause 13**

### **(Various Provisions)**

1. The omission in the exercise of any rights of the Parties under this Contract shall not constitute a loss or neither be interpreted as a renouncing of the subsequent exercise of such rights.
2. The total or partial invalidity of any Clause of the present Contract shall not affect the remaining validity, unless one of the Parties demonstrates that would not have concluded the Contract under these conditions. The Parties are obliged, as far as possible, to use their best efforts to agree and implement a solution to remedy or mitigate the effects of such invalidity.
3. Unless expressly agreed to the contrary, this Contract may not be amended, altered or modified except by written agreement signed by both Parties.

## **Clause 14**

### **(Conflict Resolutions)**

In the event of a dispute arising out of this Contract, whether regarding its interpretation or its application and execution, which cannot be resolved by the Parties, the dispute shall be settled by the Lisbon Court of Justice, with the express waiver of any other dispute.

**Clause 15**

**(Applicable Law)**

The Parties hereby accept that the present Contract in all its provisions shall be subject to Portuguese law.

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Concluded at City, on Day Month Year, in two original copies and each copy is with one Party.

**Ecopilhas**

Second Party

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