

**Annex No. 3 to**  
**Agreement on Performance of Specified Obligations of Producer of**  
**Batteries and Accumulators**

**General Business Terms**

**I**  
**Recitals**

1. These general business terms (the "GBT"), issued by ASEKOL SK s.r.o., with its registered office at Lamačská cesta 45, 841 03 Bratislava, Company Identification No. (ICO):45602689, registered in the Commercial Register maintained at the District Court Bratislava I, Section: Sro, Insert No. 66339/B (the "operator"), provide for the legal relations between the operator and individual producers of batteries and accumulators (the "producer" or the "producers"), (the producer and the operator collectively referred to as the "parties"), who have already concluded or will conclude with the operator an agreement on performance of the specified obligations of the producer of batteries and accumulators under Section 269(2) of Act No. 513/1991 Coll., the Commercial Code, as amended (the "**Commercial Code**") and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) in connection with Section 45(4) of Act No.79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws (the "**Act**").

In these GBT, the Agreement on Performance of Specified Obligations of Producer of Batteries and Accumulators hereinafter only referred to as the "Agreement".

The GBT form an inseparable part of the Agreement and are attached as an Annex to the Agreement.

2. If the Agreement is mentioned in these GBT or in the Agreement, this means the Agreement, including the GBT and annexes, unless expressly provided otherwise.

3. In these GBT, the terms as defined in the Agreement or in the GBT, or the terms as defined in relevant generally binding laws, in particular the terms defined in the Act, are used.

4. By concluding the Agreement, the producer bindingly declares that it is a producer of batteries and accumulators as specified products pursuant to the Act. As a result, the producer has the obligation to ensure the collection, take-back, treatment and recycling of spent batteries and accumulators, and also the obligation to ensure that spent batteries and accumulators are collected, treated and recycled to the extent and in the manner stipulated in the Act, and the producer also has further specified obligations stipulated in the Act.

**II**  
**Recycling Contribution, System Charge and Charge for Authorised Representative's Services, and Payment Terms**

1. The Recycling Contributions sums, the system charge sum, the charge for the authorised representative's services sum, advance payments under the Agreement, and any other payments under the Agreement or the GBT are exclusive of VAT or a similar tax on turnover, unless expressly provided otherwise. If, when providing performance under the Agreement, the operator becomes obliged to apply such taxes as VAT or other similar tax on turnover (as of the issuance date of these GBT, it is the obligation to pay VAT), the other party (i.e. the producer) undertakes to pay thus paid taxes to the party in addition to the prices (advances or other payments) under the Agreement or the GBT. Such taxes (currently VAT) shall be assessed, as part of invoicing, in a statutory amount separately pursuant to generally binding legal regulations.

2. The Recycling Contributions sums, the system charge sum, the charge for the authorised representative's services sum, advance payments, or any other payments under the Agreement or the GBT shall be made based on invoicing. An invoice must contain all particulars of an accounting and tax document required by generally binding legal regulations. All financial payments under the

Agreement or the GBT shall be made in the Euro currency and all price details shall in principle be specified in the Euro currency. The Recycling Contributions sums, the system charge sum, the charge for the authorised representative's services sum, advance payments, or any other payments under the Agreement or the GBT shall be due and payable within 30 calendar days of the issue date of an invoice; if the producer delivers a Statement (regular or corrective) to the operator with delay, the due date of an invoice shall be reduced to 10 calendar days of the issue date of an invoice. The operator shall be entitled to charge the producer, under this Agreement, in a single invoice, for the total of the Recycling Contributions sums, the system charge sum, and the charge for the authorised representative's services sum for a respective quarter.

3. The services for which the Recycling Contribution, the system charge, and the charge for the authorised representative's services are paid shall be provided in parts for individual partial periods. A partial period in relation to services for which the Recycling Contribution, the system charge, and the charge for the authorised representative's services are paid means the period of a calendar quarter. A partial period can also mean, upon a separate written agreement between the operator and the producer, a calendar half year or a calendar year. If the Agreement was in force and effect only during a part of a calendar quarter (of a half year or a year), or during another period, then a partial period means that part of a calendar quarter (of a half year or a year), or that part of the respective partial period during which the Agreement was in force and effect. Unless otherwise provided, the services for which the Recycling Contribution, the system charge, and the charge for the authorised representative's services are paid shall be deemed, from the viewpoint of Act No. 222/2004 Coll. on Value Added Tax, as amended (the "VAT Act"), to have been provided either on the date of delivery of a regular Statement by the producer to the operator or on the date of delivery of a corrective Statement by the producer to the operator. The operator shall issue for the producer, within fifteen (15) calendar days of the date of a taxable transaction, a tax document (invoice) for a respective taxable transaction.

4. Money payments shall be credited via wire transfer to the operator's account specified in the Agreement or to another bank account to be specified (notified) by the operator to the producer in writing. In mutual payments, the parties undertake to use respective variable symbols specified in an invoice (tax document). Bank charges shall be borne by each party individually.

5. The date of crediting a respective financial amount to the bank account of that party who is a creditor shall be deemed to be the payment date. If the last day of the maturity of a respective payment falls on a non-business day or a rest day (a Saturday, a Sunday, or a public holiday), the maturity of the payment shall shift to the first following business day.

6. If the due date specified in an invoice differs from the due date specified in the Agreement, the due date specified in the Agreement shall prevail.

7. A tax document may also be issued in electronic form; the operator shall be obliged to issue the tax document containing the particulars laid down in the generally binding legal regulations.

8. For a period of delay by the producer in paying the Recycling Contribution or paying a part of the Recycling Contribution, or paying the system charge or paying the charge for the authorised representative's services, the operator shall not be in delay in performing under the Agreement.

### **III Corrective Statement**

1. In cases where the producer indicates in a Statement, by mistake or otherwise, the quantity of batteries and accumulators other than that it has actually placed on the market in the Slovak Republic in a respective calendar quarter, the producer shall be obliged to submit to the operator a corrective Statement for that calendar quarter to which the Statement submission rules under this Article apply, unless provided otherwise.

2. The producer shall be obliged to submit a corrective Statement to the operator not later than six months of the end of the calendar quarter for which the corrective Statement is submitted. In case a corrective Statement is submitted for the third calendar quarter (the months of July - September), the period for submitting the corrective Statement shall be reduced to 5 months, and in case a corrective Statement is submitted for the fourth calendar quarter (the months of October - December), the period for submitting the corrective Statement shall be reduced to two months. In case a corrective Statement implies an operator's increased claim to the Recycling Contribution, the producer shall be obliged to pay the operator also default interest on the amount by which the Recycling Contribution sum has been increased equal to the sum under the GBT for the period from

the day on which a regular Statement for the quarter for which a corrective Statement is submitted was supposed to have been submitted at the latest until the day of submitting the corrective Statement to the operator. If a corrective Statement is submitted duly and timely and, at the same time, the Recycling Contribution is paid up duly and timely based on the corrective Statement, and, at the same time, default interest is paid up duly and timely under this Article, the operator's claim to the contractual penalty for the provision of untrue, inaccurate or incomplete information under the GBT shall cease to exist. A producer's delay in submitting a regular Statement or in submitting a corrective Statement shall not release the producer of its obligation to duly report all batteries and accumulators placed by the producer on the market in the Slovak Republic and pay the Recycling Contribution to the operator under the Agreement and the GBT.

3. The producer shall be entitled to assert an objection that it has placed a smaller quantity of batteries and accumulators or other categories of batteries and accumulators than those it has specified in a regular Statement, only by submitting a corrective Statement within the time limits specified in this Article of the GBT. An objection that has been asserted later cannot be taken into consideration for a reason that based on a regular Statement the operator is continuously providing performance under the Agreement, not even in case the producer discovers afterwards that it has not been placing any batteries and accumulators on the market in the Slovak Republic.

4. The provisions of Article III shall apply mutatis mutandis also to cases where batteries and accumulators placed on the market in the Slovak Republic by the producer were exported prior to the moment of their use by the end consumer or distributor from the territory of the Slovak Republic to another Member State of the EU/EC or to a third country (i.e. to any country outside an EU/EC Member State).

#### **IV Audit**

1. The producer shall be obliged to suffer the conducting of an audit by which performance of the Agreement by the producer is checked upon operator's request. The operator shall not be entitled to request conducting an audit at the producer more often than once every 6 months; this shall not apply if the last audit has revealed a breach of the producer's obligations or if conducting such an audit is initiated or ordered or otherwise required by the Ministry of the Environment of the SR or another competent public authority or if such an obligation to conduct an audit checking performance of the Agreement ensues for the operator from the Act.

2. The subject matter of the audit shall include, without limitation to, assessing as to whether the producer is providing the operator with complete, accurate and true information, whether the producer pays the operator duly and/or timely the Recycling Contributions in accordance with the Agreement, and whether the producer is performing its statutory obligations in relation to all batteries and accumulators it is placing on the market in the Slovak Republic.

3. An audit shall be conducted by an auditor designated by the operator or by the operator itself through the Trustee whom the operator shall bind in writing with the confidentiality obligation. If an audit is conducted by an auditor, then the auditor shall at each time be obliged to prove its identity to the producer with a valid authorisation given from the operator to conduct an audit. If an audit is conducted by the operator through the Trustee, then the Trustee shall prove to the producer that it has been authorised in writing from the operator's statutory representative to conduct an audit at the producer under these GBT, and that the operator has bound the Trustee in writing with the confidentiality obligation in connection with conducting the audit at the producer.

4. The producer shall be obliged to provide an auditor or the operator (the Trustee), duly and timely, with assistance necessary to duly conduct an audit under the Agreement or under these GBT, including, without limitation, to provide the auditor or the operator (the Trustee) with true, accurate and complete information relating to a type, category, number and quantity of batteries and accumulators the producer has placed on the market in the Slovak Republic for a respective period which the audit relates to, and information involving performance of the producer's specified obligations in relation to batteries and accumulators under the Act and under the Agreement, to allow the auditor or the operator (the Trustee) to inspect the producer's books and further deeds and business documents and, in necessary cases, to provide copies thereof, and to allow the auditor or the operator (the Trustee), under normal conditions, to access the producer's operations and storage premises. The producer shall be obliged to provide such assistance so as the audit can be conducted and completed not later than 30 calendar days of delivery of the operator's notice to the producer of the intention to conduct an audit at the producer. The operator has a right that a person authorised by the operator may attend the conducting of the audit, however, only the

auditor has a right to inspect the producer's confidential documents, whereas a person authorised by the operator (the Trustee) to conduct an audit at the producer has such a right only after being granted the producer's consent.

5. The auditor or the operator (the Trustee) shall be obliged to proceed with professional care, to protect confidential information it obtains from the producer, and to protect the producer's legitimate interests. The auditor or the operator (the Trustee) shall be obliged to protect the producer's business secrets and not to disclose data forming part of such business secrets to any third parties. The auditor or the operator (the Trustee) may not disclose confidential information it has discovered to other persons, including other producers and including other employees of the operator (except the operator's statutory body), except a summary report on conducting an audit and except the data necessary to assert the operator's rights toward the producer, which data the producer is entitled to deliver to the operator. The operator shall be obliged to perform such obligations and protect confidential information, and contractually bind the auditor or the Trustee in accordance with the Agreement, and the operator shall be legally liable for performance of such obligations by the auditor or the Trustee.

6. After conducting an audit the auditor or the Trustee shall prepare a report specifying whether the producer has performed, duly and timely, its obligations under Section 2 of this Article, and what specific obligations and in what manner the producer has breached. The auditor or the Trustee shall be obliged to deliver a provisional version of the report to the producer and the operator and allow them to give a position on the content thereof.

7. Neither the producer nor the operator shall be entitled to mutually claim compensation for costs associated with the conducting of an audit; this shall not affect the remaining provisions of this Article of the GBT or of the Agreement.

8. The provisions of this Article shall be legally binding on both parties also for the period of 9 months after termination of this Agreement.

9. If, by an audit, it is discovered that, as a result of not submitting a Statement and/or submitting an erroneous and/or incomplete and/or incorrect Statement, the producer has failed to pay the Recycling Contribution for certain batteries and accumulators it has placed on the market in the Slovak Republic, the producer shall be obliged to pay up the Recycling Contribution to the operator.

## **V**

### **Protection and Confidentiality**

1. The parties undertake to keep all information they have become aware of in connection with this Agreement and the GBT confidential, and protect confidentiality of the other party's information against any unauthorised use by or disclosure to any third parties. This shall not affect the right of the parties to disclose such confidential information to their attorneys, tax advisors, auditors or other persons bound by the confidentiality obligation under a specific legal regulation or a specific contract; such persons must be advised of such confidentiality. The information on the conclusion (creation) and on termination (extinguishment) of this Agreement and/or the GBT shall not be deemed to be confidential.

2. The producer agrees that the operator may use the information on a type, category and quantity of batteries and accumulators placed on the market in the Slovak Republic by the producer, which the producer provides to the operator in accordance with this Agreement and/or the GBT, when proving performance of the producer's specified obligations under the Act in relation to competent state authorities or public authorities and/or when performing record-keeping, reporting, registration, notification and/or information obligations under the Act in relation to the Ministry of the Environment of the SR and other competent state authorities or public authorities. Further, the producer expressly agrees that the operator may use such information publicly in a consolidated statistical form not enabling back identification of the information on quantities of batteries or accumulators placed on the market by the producer.

3. The operator shall be obliged to take internal technical and organizational measures to protect confidential information. The operator shall be obliged to instruct its employees and members of its statutory or supervisory bodies on the obligation to keep confidentiality under this Agreement and the GBT, and shall be obliged to duly check whether they comply with such a confidentiality obligation. The operator's employees are prohibited to disclose the confidential information they have become aware of in connection with this Agreement and the GBT to the operator's other

employees or members of the operator's supervisory body, unless necessary for the performance of their work tasks or from the viewpoint of their job position.

4. The producer is aware of the fact that the operator will conclude the Agreement also with other persons (other producers) who are placing batteries and accumulators on the market in the Slovak Republic.

5. The operator shall be entitled to publish the producer in the database of producers involved in the compliance scheme, ASEKOL SK, until 30 June 2016, and from 01 July 2016 to publish the producer in the database of producers involved in the system of the PRO, ASEKOL SK, which will be publicly available via the operator's website.

## **VI**

### **Term and Termination**

1. The Agreement shall extinguish (be cancelled):

- a) by agreement of the parties concluded in writing; or
- b) by written notice of termination of the Agreement; or
- c) by written notice of withdrawal from the Agreement; or
- d) upon cessation of existence of any party without any legal successor.

2. A party may terminate this Agreement by written notice also without giving a reason, at each time as at 31 December of a calendar year, and such a written notice must be delivered to the other party not later than 60 calendar days prior to termination of the contractual relationship.

The producer shall also be entitled to terminate this Agreement on the grounds, under the conditions and in the manner laid down in Section 27 (14)(a) of the Act.

3. The operator may withdraw from the Agreement by written notice of withdrawal on the following grounds:

- a) if the producer delays in providing a regular Statement under Article IV Section 3 of the Agreement or in fulfilling another obligation of the producer under Article IV of the Agreement for more than thirty (30) calendar days, or if the producer delays in providing a corrective Statement under Article III Section 2 of the GBT for more than thirty (30) calendar days; or
- b) if the producer delays in any payment of the fee under the Agreement or the GBT (i.e. the Recycling Contribution, the system charge, or the charge for the authorised representative's services) or in any other payment of the producer under the Agreement or the GBT in relation to the operator for more than 2 months; or
- c) if the producer fails to duly and timely provide assistance to the auditor or the operator (the Trustee) under Article IV Section 1 letter (c) of the Agreement or under Article IV of the GBT; or
- d) if the decision declaring bankruptcy over the producer's assets or the decision commencing restructuring proceedings in respect of the producer's assets is issued, or the petition for declaration of bankruptcy over the producer's assets is dismissed due to lack of assets, or if bankruptcy over the producer's assets is cancelled because the producer's assets are not sufficient to cover the expenses and fee of the bankruptcy trustee, or bankruptcy proceedings in respect of the producer's assets have been discontinued due to lack of assets, or if bankruptcy over the producer's assets has been cancelled due to lack of assets; or
- e) if the producer fails to provide the operator, despite its written notice, with assistance the operator needs for the performance of its obligations under the Agreement or the GBT or the Act.

4. The producer may withdraw from the Agreement by written notice of withdrawal on the following grounds:

- a) if the decision declaring bankruptcy over the operator's assets or the decision commencing restructuring proceedings in respect of the operator's assets is issued, or the petition for declaration of bankruptcy over the operator's assets is dismissed due to lack of assets, or if bankruptcy over the operator's assets is cancelled because the operator's assets are not sufficient to cover the expenses and fee of the bankruptcy trustee, or bankruptcy proceedings in respect of the operator's assets have been discontinued due to lack of assets, or if bankruptcy over the operator's assets has been cancelled due to lack of assets; or
- b) if there occurred other material fact, as a result of which the operator is no longer able to perform the producer's obligations it has assumed under this Agreement, specifically if, by a valid and effective decision of the Ministry of the Environment of the SR, without the operator being entitled to any compensation, it has been revoked the authorisation to operate a compliance

scheme or pursue the PRO's activities without which the operator would not be authorised to continue performing this Agreement or if such authorisation to pursue the PRO's activities is not issued by the Ministry of the Environment of the SR.

5. This shall not affect the right of both parties to withdraw from the Agreement by written notice of withdrawal on the grounds stipulated in the Act or the Commercial Code.

6. Withdrawal from the Agreement becomes effective upon delivery of the written notice of withdrawal from the Agreement to the other party. Withdrawal from the Agreement shall not affect the right of the withdrawing party to the contractual penalty, damages, default interest, interest or other rights arisen for it under this Agreement or the GBT prior to the withdrawal date of the Agreement.

7. Both termination of and withdrawal from the Agreement must be made in written form and the termination notice or the withdrawal notice must be delivered by registered mail to the mailing address of a party specified in the heading of this Agreement, or to the updated address a change of which has been notified by the other party. If the addressee does not accept a mail consignment or collect it within the deposition (collection) period, the last day of the deposition (collection) period, based on agreement of the parties, shall be considered as the delivery date. This shall not exclude a possibility of delivering the termination notice or the withdrawal notice via courier or in other demonstrable manner.

8. In the event of extinguishment (termination) of the Agreement the parties shall be obliged to mutually settle their obligations under the Agreement and the GBT (save for Article IV of the GBT); in particular, the producer shall be obliged to submit to the operator a Statement also for the last quarter during which the Agreement was in force and effect, or for a part of that quarter, in the manner and within the time limits under the Agreement and to pay the operator the Recycling Contribution, all this under the threat of penalties set out in the Agreement and/or the GBT. The operator's obligations in relation to batteries or accumulators which have been duly reported by the producer and for which the operator has received, during the term of the Agreement, the Recycling Contributions from the producer in accordance with this Agreement or the GBT, shall not be affected by the extinguishment of the Agreement and the operator shall not refund the Recycling Contributions to the producer.

9. The operator shall be obliged to inform the Ministry of the Environment of the SR about termination of the Agreement with the producer under the Act.

## **VII Contractual Penalties**

1. In the event of the producer's delay in proper and timely providing and submitting a regular Statement under the Agreement to the operator, the parties have agreed that the operator has a right to charge the producer a contractual penalty of EUR 200 for each commenced day of the producer's delay in submitting a regular Statement under the Agreement to the operator, and the producer shall be obliged to pay the operator thus calculated contractual penalty.

2. If the producer provides the operator with incorrect or incomplete or inaccurate information on a type, category or quantity of batteries and accumulators placed by the producer on the market in the Slovak Republic, the operator shall be entitled to charge the producer a contractual penalty equal to twice the difference between the Recycling Contributions calculated based on information provided and the Recycling Contributions calculated based on complete, accurate and true information. The operator shall not become entitled to the contractual penalty under this Section of the GBT if the quantity of batteries and accumulators placed by the producer on the market in the Slovak Republic declared by the producer is lower than the actual quantity by less than 5%. This shall not affect the producer's obligation to pay up the operator an outstanding Recycling Contribution.

3. If the producer fails to provide duly and timely the auditor or the operator (the Trustee) with assistance under Article IV Section 1 letter (c) of the Agreement or under Article IV of the GBT, the operator shall be entitled to charge the producer a contractual penalty of EUR 2,000 for each individual event of a failure to provide due assistance by the producer, also repeatedly in the producer's continuing failure to provide assistance, and the producer shall be obliged to pay such a contractual penalty to the operator.

4. In the event of a breach of obligations under Article V Section 1 of the GBT the entitled party

has a right to charge the breaching party a contractual penalty of EUR 2,000 for each individual event of a breach, and the breaching party shall be obliged to pay such a contractual penalty to the entitled party.

5. If the operator breaches or fails to fulfil any of its obligations stipulated in Article III of the Agreement, the producer shall be entitled to charge a contractual penalty of EUR 400 for each individual event of a breach of an obligation.

6. If the producer breaches or fails to fulfil any of its obligations stipulated in Article IV of the Agreement (except events set out in Article IV Sections 1 and 2 of the Agreement), the operator shall be entitled to charge a contractual penalty of EUR 400 for each individual event of a breach of such an obligation of the producer set out in Article IV of the Agreement (except events set out in Article IV Sections 1 and 2 of the Agreement).

7. The occurrence of a claim to a contractual penalty or payment of a contractual penalty shall not affect claims to damages or claims to a return of unjust enrichment or a claim to payment of default interest or a claim to interest or other legal claim of a party under the Agreement or the GBT. Similarly, the occurrence of a claim to a contractual penalty or payment of a contractual penalty shall not affect entitlement of a party to unilaterally terminate the Agreement if such entitlement pertains to such a party under the Agreement and/or the GBT.

8. For the event of delay by a party in performing any monetary obligation to the other party under the Agreement or the GBT the parties have agreed on a 0.05% default interest on the amount due for each day of delay until full payment of the whole amount due by the obliged party to the entitled party. This shall not affect a claim of the affected party to compensation for damage caused thereby from the other party.

9. For the event of delay by a party in performing any monetary obligation to the other party under the Agreement or the GBT the parties have also agreed (in addition to and beyond the scope of the default interest under Article VII Section 8 of the GBT) on a contractual penalty of 0.05% of the amount due for each commenced day of the obliged party's delay in paying the amount due to the entitled party under the Agreement or the GBT. This shall not affect a claim of the affected party to compensation for damage caused thereby from the other party.

10. For the event of delay by a party in performing any monetary obligation to the other party under the Agreement or the GBT the parties have also agreed (in addition to and beyond the scope of the default interest under Article VII Section 8 of the GBT and, at the same time, in addition to and beyond the scope of the contractual penalty under Article VII Section 9 of the GBT) on a 12% interest p. a. on the amount due, commencing on the first day of delay until the day of full payment of the whole amount due by the obliged party to the entitled party. This shall not affect a claim of the affected party to compensation for damage caused thereby from the other party.

## VIII

### Amendments to the GBT

1. The operator shall be entitled to publish, via its website ([www.asekol.sk](http://www.asekol.sk)) or its information system, any amendment to the GBT at least two months prior to the effective date of such an amendment. Such an announcement (publication) shall be considered to have been made to the producer on the date of posting such an announcement on the website concerned ([www.asekol.sk](http://www.asekol.sk)) and shall be deemed to be a proposed amendment to the GBT. It must specify the date on which such an amendment to the GBT becomes effective.

2. The operator shall be obliged to send the producer information on an amendment to the GBT via e-mail to the producer's e-mail address specified in the heading of the Agreement or other e-mail address specified by the producer; however, also in such a case, publication of such information on the operator's website ([www.asekol.sk](http://www.asekol.sk)) or via its information system shall be deemed to be an amendment to the GBT in relation to the producer.

3. In the event of making by the operator of the announcement of an amendment to the GBT, the producer shall be entitled to withdraw from this Agreement in writing; a withdrawal in writing constitutes an exclusive instrument, agreed upon by the parties, to express the producer's disagreement with the proposed amendment to the GBT. The producer may exercise the right to withdraw from this Agreement only within 1 (to wit: one) month of the publication of the announcement of an amendment to the GBT, and the withdrawal notice must state the express

reference to this provision of the GBT and the respective provision of the Agreement. If the withdrawal is not made in writing, or the withdrawal notice does not contain the express reference to this provision of the GBT and the respective provision of the Agreement or is delivered to the operator after the lapse of the one-month time limit, then the parties have expressly agreed that such a withdrawal by the producer shall be invalid.

4. If the producer validly withdraws from the Agreement within said time limit, the Agreement shall extinguish on the day preceding the day on which an amendment to the GBT becomes effective. If, after publication of the announcement of an amendment to the GBT, the producer does not withdraw from the Agreement, it shall be understood that the producer has fully accepted an operator's proposed amendment to the GBT, and the amendment to the GBT shall be then binding on both parties. This shall also apply where the producer takes, vis-à-vis the operator, another legal act constituting the acceptance of the proposed amendment to the GBT.

5. The procedure specified above shall apply to an announcement of the new GBT mutatis mutandis.

## **IX Final Provisions**

1. This Agreement and all legal relations related thereto shall be governed by the laws of the Slovak Republic, in particular the Act and the Commercial Code. The parties have also agreed that any disputes arisen from this Agreement and the GBT shall be resolved by the general courts of the Slovak Republic under generally binding legal regulations of the Slovak Republic.

2. The operator's signature in notices, invoices, requests, etc. may be replaced with an operator's signature facsimile.

3. If a party does not exercise any right it has under or in connection with this Agreement, this shall not be construed as a waiver or renouncement of such a right by such a party.

4. If any provision of this Agreement or the GBT becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and/or enforceability of the remaining provisions of the Agreement or the GBT, unless the nature of the Agreement or the GBT, its content or the circumstances under which the Agreement or the GBT has been concluded imply that such a provision may not be separated from the remaining provisions of the Agreement or the GBT. If any provision of this Agreement or the GBT becomes invalid, ineffective or unenforceable and such a provision may be separated from the remaining provisions of the Agreement or the GBT, the parties undertake to replace such a provision without delay with a new provision having the same or similar effect and content as that of such an invalid, ineffective or unenforceable provision.

5. If there is any amendment to the legislation (in particular, to the Act) or a change in a decision on authorisation to operate the compliance scheme ASEKOL SK, or to operate the PRO under the Act, which was issued for the operator, or such a decision on authorisation to operate the compliance scheme ASEKOL SK, or to operate the PRO under the Act has been replaced with a new decision, and such an amendment or a new decision requires an amendment to the Agreement, the parties undertake to harmonise this Agreement with amended generally binding legal regulations or the changed (new) decision on authorisation to operate the compliance scheme ASEKOL SK or operate the PRO not later than one month of the effective date of such an amendment or not later than one month of the effective date of such a new decision.

6. By concluding the Agreement, the parties hereby mutually grant the express consent to the sending of messages, information, message receipt confirmations, reminders and other notices concerning the Agreement and its performance by electronic means, primarily by e-mail, to their e-mail addresses. This consent shall also apply to the sending of commercial notices in the matter of ensuring the performance under the Act and providing related services. The parties have a right to reject commercial information sent by e-mail under generally binding legal regulations.

7. The parties have agreed that the operator shall be entitled to process personal data involving the producer or relating to the producer under Act No. 122/2013 Coll. on Personal Data Protection, as amended, to the extent strictly necessary to perform the subject matter of the Agreement and perform the specified obligations for the producer by the operator under the Act, for an indefinite period of time.



These GBT of the operator, ASEKOL SK s.r.o., become valid and effective on 01 July 2016.

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**ASEKOL SK s.r.o.**

Mgr. Ronald Blaho, Executive Director