ARAplus

AUTHORISATION AGREEMENT FOR ELECTRICAL AND ELECTRONIC EQUIPMENT AS WELL AS FOR BATTERIES SHIPPED TO AUSTRIA

concluded between

and

ARAplus GmbH
Mariahilfer Straße 123
1060 Vienna
Austria

hereinafter referred to as „the authorised representative" or „ARAplus"

Manufacturer / Principal

hereinafter referred to as „the manufacturer"

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AUTHORISATION AGREEMENT FOR ELECTRICAL AND ELECTRONIC EQUIPMENT AS WELL AS FOR BATTERIES SHIPPED TO AUSTRIA

AGREEMENT

1. The manufacturer is a company based in another EU country or, in case (b), a third country who

☐ (a) supplies electrical and electronic equipment (EEE) and/or batteries to persons other than final consumers in Austria and/or
☐ (b) by means of distance communications supplies EEE and/or batteries directly to final consumers in Austria.

As such, he falls within the definition of manufacturers under Article 13a (1) items 4 and/or 5 Austrian Waste Management Act 2002 (WMA 2002) and the Austrian Waste Electrical and Electronic Equipment (WEEE) Ordinance and/or Article 3a Batteries Ordinance Ordinance in conjunction with Article 3 (1) item 47 of the EU regulation concerning batteries and waste batteries, and is therefore subject to the regulatory and legal obligations set out in these instruments.

2. The authorised representative is a legal person established in Austria who is responsible for compliance with Austrian administrative provisions (Article 9 Administrative Penal Act). The authorised representative is/will be registered in the register under Article 22 (1) WMA or Article 55 of the EU regulation concerning batteries and waste batteries.

3. The manufacturer authorises ARAplus to conclude a compliance agreement (supplement A) with ERA Elektro Recycling Austria GmbH (hereinafter referred to as ERA) in his name and on his behalf, which entails submitting data on the amount of EEE and/or batteries he exports to Austria on the relevant ERA forms in line with his contractual agreement with ERA. The manufacturer gives ARAplus unlimited authorisation to represent him in all dealings with ERA. This includes issuing and receiving, in a legally binding manner, all declarations of intent and implied legal declarations in relation to the contractual agreement with ERA. In addition, the manufacturer authorises and instructs ARAplus to fulfil all delegable obligations the manufacturer has in Austria pursuant to the WEEE and/or Batteries Ordinance in conjunction with EU regulation concerning batteries and waste batteries and the WMA 2002, to assume accountability for compliance under administrative penal law, to represent the manufacturer in all dealings with the Austrian authorities tasked with the implementation and enforcement of the WMA 2002 and the WEEE and/or Batteries Ordinance in conjunction with EU regulation concerning batteries and waste batteries, and in this role to submit all relevant data pursuant to Article 21 (1) items 1 to 9 WEEE Ordinance and/or Article 22 (1) items 1 to 7 Batteries Ordinance in conjunction with Article 55 of the EU regulation concerning batteries and waste batteries to the register under Article 22 (1) WMA or Article 55 of the EU regulation concerning batteries and waste batteries. This mandate can only be issued and fulfilled for full calendar quarters. The fee payable by the manufacturer for the services rendered by the authorised representative is set out in a separate agreement. The manufacturer acknowledges and agrees that the authorised representative is affiliated to the same group as ERA and that the authorised representative will be supported by ERA in the fulfilment of its tasks. Specifically, ARAplus uses the ERA online reporting system.

4. The mandate issued with this authorisation agreement covers the following collection and treatment categories as specified in the WEEE and/or Batteries Ordinance:

Status: 03.12.2025

Electrical and electronic equipment

☐ Large electrical appliances
☐ Cooling appliances
☐ Display screen equipment and CRT equipment
☐ Small electrical appliances
☐ Small IT- and telecommunication-appliances
☐ Gas discharge lamps
☐ Photovoltaic panels

Batteries

☐ Portable batteries
☐ Starting, lighting and ignition batteries ("SLI batteries")
☐ Industrial batteries
☐ Light means of transport batteries ("LMT batteries")
☐ Electric vehicle batteries ("EV batteries")

The manufacturer acknowledges that under the WEEE and/or Batteries Ordinance, joining a WEEE and/or batteries compliance scheme is only possible for all WEEE and/or batteries of a collection and treatment category. Accordingly, the manufacturer may register with one WEEE and/or batteries compliance scheme only for all of his WEEE and/or batteries of one collection and treatment category.

5. The compliance agreement concluded with ERA in the name and on behalf of the manufacturer (supplement A) forms an integral part of the agreement between the manufacturer and the authorised representative. The manufacturer undertakes to fulfil all data submission and payment obligations he has to the authorised representative and ERA as a result of the compliance agreement with ERA. All data reports have to reach the authorised representative at least three days before the deadline on which the data must be submitted to ERA, so that the authorised representative can submit all data reports to ERA in the name and on behalf of the manufacturer.

6. The authorised representative expressly agrees to fulfil, on behalf of the manufacturer, the manufacturer's obligations under the WEEE and/or Batteries Ordinance in conjunction with EU regulation concerning batteries and waste batteries in Austria and the associated obligations under the 2002 WMA. The manufacturer's responsibility to ERA under the ERA compliance agreement and the non-delegable obligations under the WEEE and/or Batteries Ordinance in conjunction with EU regulation concerning batteries and waste batteries (e.g. compliance with the prohibition of certain substances or the marking requirements) remain untouched. The manufacturer undertakes to provide the authorised representative with all documents and resources necessary for the completion of his tasks. The manufacturer also ensures that the authorised representative's authorisation to enter binding contracts in his name and on his behalf remains intact and that he will not revoke said authorisation for the duration of the contract. The manufacturer undertakes to notify the authorised representative, upon the signing of this authorisation agreement, of his projected amount of WEEE and/or batteries in the categories ticked under item 4 for the calendar year during which the authorisation agreement is signed. In addition, the manufacturer undertakes to issue, upon request, a declaration of completeness at the end of a calendar year to document the amount he placed on the market in Austria. The deadline for submitting said declaration of completeness is 20 March of the following calendar year. The declaration must be verified and confirmed by a tax consultant, accountant, auditor or independent expert. In accordance with the provisions of the compliance agreement (supplement A), ERA shall have the right to verify, at regular intervals, the accuracy and completeness of the data submitted by the manufacturer and the authorised representative and to inspect the manufacturer's books and records to this aim. By signing this agreement, the manufacturer releases ERA from its contractual duty of confidentiality towards the authorised representative. In addition, the manufacturer undertakes to send to the authorised representative, upon request and until the date on which the legal retention period expires, even after termination of this agreement, all books and records required for carrying out an audit of the submitted data reports and, if required, to provide the authorised representative with additional information.

7. The authorised representative undertakes to send to the manufacturer the ERA compliance agreement (which is binding for the manufacturer) and any other contract documents and to provide the manufacturer with documentation of contract performance. In any case, he provides the manufacturer with copies of the data reports submitted to ERA on his behalf and with documentation of the submission to the register of the manufacturer's data as specified in Article 21 (1) items 1 to 9 WEEE Ordinance and/or Article 22 (1) items 1 to 7 Batteries Ordinance or Article 55 of the EU regulation concerning batteries and waste batteries.

8. The authorised representative confirms that, for the duration of the contract, he or a responsible representative assumes accountability under administrative penal law for the manufacturer's compliance with Austrian administrative provisions under Article 9 Administrative Penal Act. The manufacturer undertakes to indemnify and hold harmless the authorised representative or the responsible representative for and against any expenses that they may incur when performing their contractual duties; this specifically includes expenses incurred as a result of inaccurate, incomplete or delayed data submission or payment by the manufacturer.

9. Subject to the condition precedent that the authorised representative is added to the register under Article 22 (1) WMA 2002 or Article 55 of the EU regulation concerning batteries and waste batteries, the agreement enters into force upon the authenticated signature of both contracting parties and is concluded for an indefinite period. Both contracting parties shall have the right to cancel the agreement at the end of each calendar quarter with one month's notice. Under certain circumstances, either party shall have the right to cancel the agreement in writing by registered letter without giving notice. If the authorisation becomes invalid during a calendar quarter, the manufacturer has to ensure the uninterrupted fulfilment of his obligations through a new authorised representative.

10. The legal relationship between the manufacturer and the authorised representative shall be governed by Austrian law, excluding the conflict of laws rules of Austrian private international law and the UN convention on Contracts for the International Sale of Goods. Any disputes arising under or in connection with the agreement shall be subject to the exclusive jurisdiction of the competent court of the first district of Vienna, Austria. The manufacturer shall be entitled to damages for breach of contract only in the case of gross negligence or intent on the part of the authorised representative.

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11. The agreement shall be drawn up in three copies. Both parties shall receive one copy, and the authorised representative shall send the third copy to ERA to inform ERA about the conclusion of this agreement.

Vienna,

Place, Date	Place, Date
ARAplus GmbH	Manufacturer

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LIST OF SUPPLEMENTS TO THE AUTHORISATION AGREEMENT FOR ELECTRICAL AND ELECTRONIC EQUIPMENT AS WELL AS FOR BATTERIES SHIPPED TO AUSTRIA

Supplement A ERA Compliance Agreement

Note: The supplement number/name is due to administrative reasons.

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