General Conditions

Introductory Provisions

1. These General Terms and Conditions (hereinafter also referred to as the "GTC") are issued by the company ECOBAT s.r.o., with its registered office at Praha 6, Soborská 1302/8, Postcode 160 00, Business ID (IČ): [illegible] incorporated in the Commercial Register administered by the Municipal Court in Prague, Section C, Insert 89816 (hereinafter the "Operator") [illegible] the legal relationships between the Operator and specific battery and accumulator producers (hereinafter the "Producer" or "Producers"), which have entered into or shall enter into a collective performance agreement with the Operator pursuant to S. 9-b) of Act No. 542/2020 Coll., on [illegible] (hereinafter the "Act"), or as designated pursuant to Article 57(1) of Regulation (EU) 2023/1542 of the European Parliament and of the Council of 12 July 2023 concerning batteries and waste batteries, amending Directive 2008/98/EC and Regulation (EU) 2019/1020 and repealing Directive 2006/66/EC (hereinafter the "Battery Regulation"); the collective performance agreement shall be referred to as the "Agreement" in these GTC.
2. Should these GTC or the Agreement refer to the Agreement, such reference shall mean the Agreement including the GTC and annexes, unless explicitly stated otherwise.
3. Should these GTC refer to batteries, such reference shall mean collectively individually portable, industrial or automotive batteries and accumulators, as defined by the Act, or portable, starting, industrial, electric vehicle, [illegible] means of transport batteries, as defined by the Battery Regulation.
4. Should these GTC or the Agreement refer to the Producer, such reference shall mean the producer as defined in the Act and/or the Battery Regulation
5. The Operator provides collective performance and the Producer [illegible] pays contributions for batteries regardless of whether it is a producer according to the Act or the Regulation.
6. Terms are used in these GTC according to the definitions provided in the Agreement, or as defined by applicable legal regulations, i.e., the Act and the Battery Regulation
7. By entering into a collective performance agreement, the Producer makes a binding declaration that it is a battery producer, as defined in the Act and the Battery Regulation, of all or some of the following categories of batteries: portable batteries, industrial batteries and automotive batteries according to the Act, or portable, starting, industrial, electric vehicle, or light means of transport batteries according to the Battery Regulation. As a result, the Producer is required to ensure take-back of the categories of batteries that it places on the market and is required to ensure that waste batteries are taken back at least in the extent required by the Act or the Battery Regulation, and is also required to comply with other obligations stipulated by the Act and the Battery Regulation
8. If the Producer is required to designate an authorized representative within the meaning of the Act or an authorized representative for extended producer responsibility pursuant to the Battery Regulation, it is required to [illegible] and provide proof of this designation to the Operator without undue delay.
9. If the Producer designates an authorized representative within the meaning of the Act or an authorized representative for extended producer responsibility pursuant to the Battery Regulation, such designation shall not affect the obligations of such Producer arising from the Act or the Battery Regulation.
10. Placing on the market pursuant to the Agreement shall also mean the supply of a battery for distribution or use on the market in the Czech Republic within the scope of a commercial activity, whether in exchange for payment or free of charge, as defined in the Battery Regulation.

Fees and Payment Terms

1. Prices or deposits per the Agreement, i.e. the POM and PAC fees [illegible] referred to together as the "Fees"), do not include VAT or any other similar tax, unless explicitly stated otherwise. If the Operator becomes obliged to pay such tax on performance per the Agreement (as at the day of issuance of these GTC, this pertains to the obligation to pay VAT), the other Contracting Party obliges to pay such paid tax to the other Contracting Party in excess of the price (deposits) listed in the Agreement. The legally stipulated amount of this tax shall be quantified separately on invoices.
2. Fees shall be paid based on invoicing. Invoices shall meet all the [illegible] of accounting and tax documents required by applicable legal regulations. All monetary payments per the Agreement shall be [illegible] Crowns (CZK) and all price data shall be listed solely in this currency. The maturity of the Fee is 30 calendar days from the invoice date. [illegible] the Producer delivers a Report late, the invoice maturity shall be shortened to 10 calendar days from the invoice issue date.
3. Services for which the Fee is paid are provided in partial periods. A partial period in relation to services for which Fees are paid equals a calendar quarter. A partial period may also be a six-month calendar [illegible] or a one-year calendar period when contractual conditions hereunder are met. If the Agreement lasted only part of a calendar quarter, the [illegible] period is the part of the calendar quarter during which the Agreement was valid.
4. Services for which a POM fee is paid are considered performed [illegible] terms of the VAT Act on the date on which a due and complete Report is delivered to the Operator. The Operator shall issue a tax document for said paid [illegible] performance within fifteen (15) calendar days from the date of taxable performance.
5. Services for which a PAC fee is paid are considered performed in terms of the VAT Act on the date on which the invoice (tax document) is issued by the Operator.
6. The tax document including the sum of the total amount of POM fees and the total amount of PAC fees for the given partial period shall be issued within fifteen (15) calendar days from receipt of the Report for the relevant partial period
7. Payments shall be paid as electronic transfers to the Operator's account listed in the Agreement, or a different account which the Operator designates in writing. The Contracting Parties undertake to use the applicable variable symbols, if listed in an invoice (tax document), when making payments to the other party. Each participant shall pay bank fees for its own payments.
8. The date of payment shall be considered the date on which the [illegible] funds are credited to the bank account of the Contracting Party which is the creditor. If the due date falls on a non-business day (Saturday, Sunday, public holiday or other holiday pursuant to Act No. 245/2000 Coll., as amended) the due date shall be the next business day. If the due date listed [illegible] invoice differs from the due date stipulated in the Agreement, the decisive date shall be the due date stipulated in the Agreement.
9. A tax document may also be issued electronically; the Operator shall be obliged to issue it with the information set forth by special regulation.
10. During any delay by the Producer with payment of a Fee, the Operator shall not be considered in delay with performance of its obligations per the Agreement
11. Calculation of VAT for cases with an international component: The Producer shall be required to provide, in a due and timely manner, the Operator data for accurate invoicing (issuance of tax documents) and any modifications to said data. If the Producer meets the statutory conditions for VAT exemption, including compensation (VAT exemption, transfer of location of [illegible] of the Czech Republic), it shall be required to provide the Operator with data demonstrating that these conditions have been met no later than:
    a) The date of conclusion of this Agreement, if the Producer met these conditions at the time that the Agreement came into force;
    b) Five (5) business days before submitting the Report for the calendar quarter, if the Producer began meeting these conditions during the calendar quarter or in the period prior to submission of [illegible] given calendar quarter.

    The Producer shall be required to communicate information needed [illegible] invoicing (including evidence through relevant documents) to the Operator by the deadlines stated above. Should the Producer fail to [illegible] communicate data demonstrating fulfilment of statutory conditions for VAT exemption in relation to invoicing compensation, the Operator shall [illegible] VAT to the compensation. Should the Producer fail to communicate a change in data to the Operator by the given deadlines, the Operator [illegible] data most recently provided by the Producer.

12. If the statutory conditions stipulated by the Act or the Battery Regu[illegible]re fulfilled, the Operator shall return the received POM fee for ensuring the handling of end-of-life waste batteries and accumulators in the event [illegible]cted batteries and accumulators do not become waste in the Czech Republic, to the person who demonstrates that the selected product was pla[illegible] the market in the Czech Republic and then supplied to a different Member State or exported to a state which is not a member state[illegible]'s person[illegible]t the Producer, the Producer's explicit consent to the return of the Fee in compliance with S. 47(1) of the Act, last sentence, shall be r[illegible]d. If [illegible]cation demonstrates that the conditions for return of a Fee have not been met, the person requesting the return of the Fee shall be oblige[illegible]perator the specific expenses incurred to obtain such verification

Extraordinary One-off Contribution

1. This article of the GTC applies to producers to whom the Operator did not provide collective performance under the contract for the period from January 1, 2023, to the day preceding the commencement of collective performance.
2. A Producer to whom the Operator did not provide collective performance under the contract for the period from January 1, 2023, is obliged to prove that, in the period from January 1, 2023, to the day preceding the commenc[illegible]f collective performance, it fulfilled its obligations arising from extended producer responsibility in the so-called individual system, or that it did [illegible]extended producer responsibility for batteries during this period.
3. The Producer is entitled to prove the fulfillment of its obligations aris[illegible]tended producer responsibility, in particular by submitting documents proving that, in accordance with the law, during the period in questio[illegible]
   a) it was registered in the List of Producers;
   b) it prepared and submitted annual reports;
   c) it provided a deposit, if required by law;
   d) ensured the take-back of waste batteries;
   e) informed end users;
   f) carried out awareness-raising activities;
   g) had a contract for the treatment of waste batteries with[illegible] battery treatment facility; or
   h) otherwise fulfilled its obligations arising from extended producer responsibility.
4. The Producer is obliged to prove compliance with the obligations under paragraph 2 no later than 30 days after the end of the calendar month in which the collective compliance contract was concluded.
5. If the Producer fails to prove compliance with the obligations ari[illegible]m exte[illegible]ducer responsibility in the individual system, it is obliged to pay the Operator an extraordinary one-off contribution. This extraord[illegible]e-off [illegible]on shall be calculated in the same way as the POM contribution for the period concerned would be calculated, based on the data [illegible]anti[illegible]ries placed on the market, which the Producer stated in a solemn declaration prior to the conclusion of the contract.
6. In such a case, the Producer is obliged to provide the Operator w[illegible]l[illegible]o[illegible]e[illegible]peration, in particular to confirm or supplement the data stated in the affidavit, no later than 30 days after the end of the calendar [illegible]h[illegible]h[illegible]ntract was concluded. If the Producer fails to fulfill its obligations under this article even after a written request from the Operator [illegible]he[illegible]n[illegible]reasonable additional period for remedy, the Operator is entitled to withdraw from the collective performance contract.
7. The other provisions of this contract shall apply mutatis mutandi[illegible]he p[illegible]ure[illegible]der this article.

Extraordinary Report

1. In cases where the Producer erroneously lists a different quantity of batteries in the Report than it actually placed on the market in the respective calendar quarter, with the justification that the batteries were not placed on the market, or that they were not batteries within the meaning of the Battery Regulation or the Act, or that the Producer did not meet the definition of a prod[illegible]the Battery Regulation or the Act in relation to them, or in the half-year or year (if it is submitting semi-annual or annual Reports), the Produce[illegible]d to submit to the Operator an Extraordinary Report for this calendar quarter (or half-year or year), for which the rules for submitting Rep[illegible]under t[illegible]icle shall apply, unless stated otherwise.
2. The Producer shall be required to submit an Extraordinary Report no[illegible]than si[illegible]ths from the end of the calendar quarter for which the Extraordinary Report is submitted; if the Extraordinary Report is submitted for the[illegible]arter (months July–September), the deadline for submission of the Extraordinary Report shall be shortened to 5 months, and if the E[illegible]eport is submitted for the fourth calendar quarter (months October–December), the deadline for submission of the Extraordinary Repo[illegible]ll be shortened to two months. If the Producer is required to submit annual or semi-annual Reports pursuant to the Agreement, it shall be require[illegible]submit an Extraordinary Report within two months from the end of the relevant period for which the Extraordinary Report is submitted. If the Ext[illegible]nary Report shows an increase in the Operator's claim for the POM fee, the Producer shall be required to pay the Operator arrears interest on this increase in the amount stipulated by the GTC for the period, beginning on the date by which the Report for the calendar quarter (or half-year or year) for which the Extraordinary Report is submitted should have been submitted, up to the date of submission of the Extraordinary Report to the Operator. In the event of due and timely submission of the Extraordinary Report and timely and due payment of the additional POM fee and the arrears interest, the Operator's claim for a contractual fine for providing untrue or incomplete information under the GTC shall cease to exist. Delay in the submission of the Report or Extraordinary Report shall not relieve the Producer of the obligation to duly report all batteries placed on the market and pay the POM fee for them, if the Producer is obliged to pay this POM fee.
3. The Producer is entitled to file an objection to the effect that it plac[illegible]the market a smaller quantity of batteries or different types of batteries than stated in the Report only through an Extraordinary Report submit[illegible]within the deadlines stated above. An objection submitted later shall not be considered, on the grounds that the Operator continuously provides[illegible]rmance under the Agreement based on the Report, not even in the case that the Producer subsequently discovers that it did not place any batter[illegible]the market.

[illegible]dit

1. The Producer is obliged to permit an audit verifying the Producer's fu[illegible]greement upon the Operator's request. The Operator is not entitled to request an audit of the Producer more frequently than once ever[illegible]shall not apply if the last performed audit revealed a breach of the Producer's obligations or if the performance of this audit is initiated by the Ministry of the Environment or another competent authority.
2. The subject of the audit shall be, in particular, the assessment [illegible]ucer provides the Operator with complete and true information, whether the Producer duly pays the contribution to the Operator in accordance with the Agreement, and whether the Producer fulfills its obligations under the Act, the Battery Regulation, and the Agreement for all batteries and accumulators that it places on the market.
3. The audit shall be performed by an auditor designated by the Operator. The auditor is always obliged to present the Producer with a valid authorization from the Operator to conduct the audit.
4. The Producer is obliged to provide the auditor with timely and due [illegible]ssary for the proper execution of the audit under the Agreement, in particular, to provide him/her with true and complete information co[illegible]ing the batteries and accumulators that it placed on the market, and information concerning the fulfillment of the Producer's obligations in relation to[illegible]ries under the Act, the Battery Regulation, and the Agreement, to allow him/her

to inspect its accounting documents and other records and supporting doc[illegible]nd, if necessary, to make copies, and to allow him/her, under usual conditions, entry to its operating premises and storage areas. The P[illegible]ducer is [illegible]d to provide this cooperation so that the audit can be performed and completed within 30 days of the Operator's delivery of the noti[illegible]n to th[illegible]ucer of the intent to perform an audit at the Producer's premises. The Operator has the right for a person authorized by it to be prese[illegible]udit, but the right to inspect the Producer's confidential documents belongs only to the auditor, unless the Producer grants consent thereto.

5. The auditor is obliged to proceed with professional care, protect the confidential information obtained from the Producer, and safeguard the Producer's legitimate interests. In particular, he/she is obliged to protect the [illegible]et and not disclose data forming part of this trade secret to third parties. The auditor is specifically forbidden to provide the confidential information discovered to other persons, including other Producers and including the Operator's employees and statutory bodies, with the exception of a summary report on the control performed and with the exception of data necessary to enforce the Operator's rights against the Producer, which the auditor is authorized to provide to the Operator. The Operator is obliged to contractually bind the auditor to the fulfillment of these obligations and to the protec[illegible] confidential information in accordance with the Agreement and bears responsibility for the auditor's fulfillment of these obligations.
6. After the audit is performed, the auditor shall prepare a report, in wh[illegible] shall state whether the Producer duly fulfilled its obligations under paragraph 2 of this Article and which specific obligations and in what [illegible]er Producer may have breached its obligations. The auditor is obliged to provide the preliminary version of the report to the Producer and th[illegible]rato[illegible] allow them to comment on its content, unless the Producer or the Operator fails to provide the necessary cooperation for such discus[illegible]e delay.
7. Neither the Producer nor the Operator is entitled to mutually req[illegible]t of costs associated with the performance of the audit, with the exception of the case where the Producer fails to provide cooper[illegible]n accorda[illegible]with this Agreement or breaches another provision related to the audit; the other provisions of this Article remain unaffected.
8. The provisions of this Article shall be binding on both Contracting Parties even for a period of 12 months after the termination of this Agreement.
9. In the event that the audit finds that the POM fee for certain b[illegible]er placed on the market was not paid due to non-reporting or incorrect reporting, the Producer is obliged to pay this outstanding POM fee.

V.
Protection of C[illegible]entiality of I[illegible]rmation

1. The Contracting Parties undertake to maintain confidentiality reg[illegible]ll con[illegible]acts that they have learned in connection with this Agreement, and to protect the confidentiality of the other party's informatio[illegible]t its [illegible]zed use by third parties. This does not affect the right of the Contracting Parties to disclose this data to their lawyers, tax advis[illegible]ors[illegible]persons bound by an obligation of confidentiality under a special legal regulation; these persons must be informed of the confidenti[illegible]f t[illegible]formation about the conclusion (entry into force) and termination (cessation) of this Agreement is not considered confidential infor[illegible]n.
2. The Producer agrees that the Operator may use the informatio[illegible]t[illegible]ty[illegible]atteries and accumulators placed on the market in the Czech Republic by the Producer, which the Producer provides to it in ac[illegible]nc[illegible]his[illegible]eement, when proving the fulfillment of obligations under the Act and the Battery Regulation towards the relevant administrative a[illegible]ties[illegible]whe[illegible]illing the record-keeping and information obligation towards the Ministry of the Environment according to S. 50 of the Act. Furthermore, it agrees that the Operator may use this information publicly in a consolidated statistical form that does not allow for the retroactive determination of the quantity of batteries or accumulators placed on the market by the Producer itself.
3. The Operator is obliged to adopt technical and organizational internal measures to protect confidential information. The Operator is obliged to instruct its employees and members of its bodies about the obligation to maintain confidentiality under this Agreement and is obliged to duly supervise the maintenance of confidentiality on their part. The Operator's employees must not disclose confidential facts that they have learned in connection with this Agreement to other Operator employees or members of the Operato[illegible]ss it is necessary for the fulfillment of their work duties or due to their functional classification.
4. The Producer is aware that the Operator will also conclude collective [illegible]ormanc[illegible]eements with other persons who place batteries and accumulators on the market.
5. The Operator is entitled to publish the Producer in the database of pr[illegible]in the ECOBAT Collective System, which will be publicly accessible via the internet on the Operator's website.

[illegible].
Term and Term[illegible]on of the Agreement

1. This Agreement is concluded for an indefinite period and shall terminate:
   a) By agreement of the parties concluded in writing;
   b) By termination of the Agreement;
   c) By withdrawal from the Agreement;
   d) By the dissolution of any of the Contracting Parties without a legal successor.
2. Either of the Contracting Parties is entitled to terminate this Agree[illegible]in writing even without stating a reason. The Operator is always entitled to terminate this Agreement at the end of a calendar quarter with at [illegible]three months' notice. The Producer is entitled to terminate this Agreement concluded for an indefinite period in writing even without stating a rea[illegible]nly once per year, by delivering the termination notice no later than September 30 of the calendar year in which the contractual relationship is to be [illegible]nated. In such a case, the Agreement shall terminate on December 31 of the respective year.
3. The Operator may withdraw from the Agreement for the following rea[illegible]:
   a) If the Producer is in default with providing a proper Report ac[illegible]g to Article IV paragraph 3 of the Agreement or with fulfilling another obligation according to Article IV of the Agreement for a period longe[illegible]thirty (30) calendar days;
   b) If the Producer is in default with any payment towards the C[illegible]od longer than 2 months;
   c) If the Producer fails to duly or timely provide cooperation to the auditor according to Article IV paragraph 1 letter c) of the Agreement or Article IV of the GTC.
   d) If a decision on the bankruptcy of the Producer is issued, or if an insolvency petition against the Producer is dismissed due to a lack of assets.
4. The Producer may withdraw from the Agreement for the following reasons:
   a) If a decision on the bankruptcy of the Operator is issued, or if an insolvency petition against the Operator is dismissed due to a lack of assets; or
   b) If another serious fact has occurred, as a result of which th[illegible]onger able to fulfill the obligations of the Producer that it assumed under this Agreement, especially if the authorization to op[illegible]the collective system was definitively withdrawn from it by the Ministry of the Environment without any compensation by a final decision, [illegible]t which the Operator would not be entitled to continue fulfilling this Agreement.
5. The right of both Contracting Parties to withdraw for reasons stipula[illegible]gal regulations is not affected by this.

6. The withdrawal from the Agreement becomes effective, i.e., the Agr[illegible]ceases to be valid and effective, at the moment of delivery of the written notice of withdrawal from the Agreement to the other Contracting Party[illegible]ex nunc). The withdrawal from the Agreement does not affect the withdrawing party's right to a contractual fine, compensation for damage, or oth[illegible] that arose under this Agreement up to the day of its termination.
7. The termination notice and the withdrawal from the Agreement s[illegible]usually b[illegible]ivered by mail in the form of a registered postal item to the correspondence address listed in the header of this Agreement, unl[illegible]e oth[illegible]y has provided written notification of a change of address. This does not exclude the possibility of delivery of the termination notice or w[illegible]courier or other suitable means.
8. In the event of the termination of this Agreement, the Contracting Parties are obliged to settle their obligations under this Agreement (with the exception of Article III of the GTC); the Producer is especially obliged to hand[illegible]e Operator even for the last calendar quarter of the duration of this Agreement or a part thereof in the manner and within the deadlines set out in this Agreement and to pay the POM fee and the PAC fee, all under the penalties specified in the Agreement. The Operator's obligations in relation to the batteries or accumulators that were duly reported by the Producer and for which the Operator received contributions from the Producer in accordance with this Agreement during the term of the Agreement are not affected by the termination of the Agreement.
9. If required by legal regulations or the decision on the authorization to ope[illegible] collective system issued under S. 37 of the Act, which was issued to the Operator, the Operator is obliged to inform the Ministry of the Enviro[illegible]out the termination of this Agreement.

Contract[illegible]anct

1. In the event of delay with providing a due and complete Report, the[illegible]right to charge the Producer a contractual fine in the amount of CZK 200 for each day of delay, and the Producer is obliged to pay t[illegible]tual fine.
2. In the event that the Producer provides the Operator with untrue o[illegible]mplete info[illegible]on, the Operator further has the right to charge the Producer a contractual fine in the amount of double the positive value of the d[illegible]ence betwee[illegible]POM fee calculated on the basis of the information provided and the POM fee calculated on the basis of complete and true information, and the Producer is obliged to pay the contractual fine to the Operator. The right to a contractual fine does not arise if the quantity of batterie[illegible]ed on the market reported by the Producer is lower than the actual quantity by less than 5%. This does not affect the Producer's obligation to pay the outstanding POM fee, if the Producer is obliged to pay this POM fee.
3. In the event that the Producer fails to duly or timely provide cooperation to the auditor according to Article IV paragraph 1 letter c) of the Agreement or Article IV of the GTC, the Operator has the right to charge the Pro[illegible]contra[illegible]e in the amount of CZK 10,000 for each individual case, even repeatedly in the event of persistent non-cooperation by the Produ[illegible]the P[illegible]s obliged to pay the invoiced contractual fine.
4. In the event of a breach of obligations under Article V paragraph 1[illegible]TC, [illegible]rized party has the right to charge the party that breached the obligation a contractual fine in the amount of CZK 100,000 for ea[illegible]ual[illegible]d the party that breached the obligation is obliged to pay the invoiced contractual fine.
5. In the event that the Operator breaches or fails to fulfill any of its ob[illegible]or[illegible]e Agreement, the Producer is entitled to charge a contractual fine in the amount of CZK 2,500 for each individual case of breach[illegible]olig
6. In the event that the Producer breaches or fails to fulfill any of its o[illegible]tio[illegible]tic[illegible]of the Agreement (with the exception of cases listed above in paragraph 1 and 2 of this Article of the Agreement), the Operator i[illegible]tled[illegible]arg[illegible]ontractual fine in the amount of CZK 2,500 for each individual case of breach of obligation.
7. The arrangement regarding the contractual fine or the payment [illegible]not affect the claim for compensation for damage, the claim for arrears interest, or the claim for unjust enrichment. Likewise, the arrangement regarding the contractual fine or the payment of the contractual fine does not affect the right of the relevant Contracting Party to unilaterally terminate the Agreement, if it is entitled to do so.
8. In the event of delay with the fulfillment of any monetary obligation under this Agreement, the party that is in default is obliged to pay the other Contracting Party, in addition to the owed amount, also arrears interest on the owed amount in the statutory amount (S. 1970 of the Civil Code).

Chang[illegible]the GT

1. The Operator is entitled to publish a change to the GTC through its[illegible]tly www.ecobat.cz), at least two months before the moment of effectiveness of this change. This notification (publication) is considere[illegible]made on the day this notification is placed on the relevant websites and is considered a proposal for a change to the GTC; it must state t[illegible]te on which the change to the GTC takes effect.
2. The Operator is obliged to send the Producer information about char[illegible]o the GTC by electronic mail to the Producer's electronic mail address listed in the header of this Agreement, or another electronic mail address [illegible]ed by the Producer, but even in this case, the publication on the Operator's websites is considered the change to the GTC in relation to the Produc[illegible]
3. In the event that the Operator makes a notification about a change to the GTC, the Producer is entitled to terminate the Agreement in writing; the termination of the Agreement represents the exclusive instrument a[illegible]ontracting Parties to express disagreement with the proposal for a change to the GTC. The Producer may exercise the right to terminate the Agreement only within one month from the publication of the notification, and the termination notice must contain an explicit reference to this provision of the Agreement; if the termination notice is not in writing, does not contain an explicit reference to this provision of the Agreement, or is delivered to the Operator after the expiration of the one-month period, it is invalid.
4. In the event that the Producer validly terminates the Agreement within[illegible]pecified period, the Agreement terminates on the day preceding the day on which the change to the GTC takes effect. In the event that the Produc[illegible]es not terminate the Agreement after the publication of the notification of the change to the GTC, it is considered that it has accepted the proposal[illegible]change to the GTC and has thus expressed its will to accept this proposal, and the change to the GTC is then binding on both Contracting Part[illegible]his also applies in the event that the Producer performs another legal act towards the Operator that constitutes acceptance of the proposal for a[illegible]ge to the GTC.
5. The procedure described applies mutatis mutandis also to the announ[illegible]nt of new GTC.

Personal[illegible]

1. The Contracting Parties state that the Operator is in the position of a personal data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the pro[illegible]sons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter "GDPR").
2. The Producer acknowledges that the Operator, as the personal data controller, processes personal data manually, automatically in electronic and paper form in accordance with relevant legal regulations on personal data protection and for the duration of the Agreement, and even after its termination for the period necessary to settle mutual rights and obligations, persona[illegible]nt specified in the header of the Agreement on the basis and for the purpose of fulfilling the Agreement and for the purpose of fulfillin[illegible]ng from binding legal regulations, in particular from the Act, the Waste Act, and the Battery Regulation. The Operator is entitled to tr[illegible]r personal data to public authorities to the necessary extent. In the event of failure to provide personal data, it will not be possible to conclude th[illegible]eement. The Producer is entitled to contact the Operator regarding matters concerning the processing of the Producer's personal data at the Op[illegible]r electronically at the email: ecobat@ecobat.cz.

3. The Producer has been informed by the Operator that it has the rig[illegible] access [illegible]ersonal data and the right to data portability of its personal data. If the Producer discovers or believes that the Operator is carrying out [illegible]sing of personal data that is contrary to the protection of its private and personal life or contrary to the law, especially if its personal data is ina[illegible]regard to the purpose of its processing, it may ask the Operator for an explanation or demand that the resulting situation be remedied. This may pa[illegible]rly involve the rectification, completion, erasure of personal data, or restriction of processing. The Producer has the right to lodge a c[illegible]int with [illegible]ffice for Personal Data Protection if it believes that the processing of its personal data violates relevant legal regulations on personal d[illegible]

X.
Final Provision[illegible]gements

1. The Agreement and all legal relationships related to it are governed by the legal order of the Czech Republic, in particular the Act, the Battery Regulation, and the Civil Code. The Contracting Parties also agree that the court with local jurisdiction for resolving disputes arising from this Agreement shall be the court competent according to the location of the Operator's registered office at the time of the conclusion of this Agreement (S. 89a of the Civil Procedure Code).
2. The Operator's signature on notifications, invoices, reminders, requests [illegible]ay be replaced by a facsimile of this signature.
3. If any of the Contracting Parties fails to enforce any right arising for it fro[illegible]nnection with the Agreement, this shall not be construed as such party waiving or renouncing this right; such omission of enforcement shall a[illegible]t [illegible]onsidered a custom or practice contrary to such right.
4. If any provision of the Agreement or the GTC becomes invalid, ineff[illegible], o[illegible]nforceable, this shall not affect the validity of the other provisions of the Agreement or the GTC, unless it follows from the nature of the Ag[illegible]ent or [illegible]TC, its content, or the circumstances under which it was concluded, that this provision cannot be separated from the rest of the conten[illegible]t or the GTC. In the event that any provision of the Agreement or the GTC becomes invalid, ineffective, or unenforceable and it is [illegible]ision sep[illegible]e from the rest of the content of the Agreement or the GTC, the Contracting Parties undertake to replace such provision without [illegible]delay with [illegible]y provision with the same or similar purpose.
5. In the event of a change in legal regulation (especially the Act or the Battery Regulation) or a change in the decision on the authorization to operate the collective system issued under S. 35 paragraph 1 of the Act, which was issued to the Operator, or the replacement of this decision on the authorization to operate the collective system with a new decision, and this change or new decision requires a change to this Agreement, the Contracting Parties undertake to harmonize this Agreement with the changed legal regulations or the changed (new) decision on the authorization to operate the collective system, no later than one month from the entry into force of such change (new decision).
6. By concluding the Agreement, the Contracting Parties mutually grant explicit consent to the sending of reports, information, confirmations of report delivery, urgencies, and other communications regarding the Ag[illegible]t and i[illegible]ent by electronic means, especially by electronic mail, to their electronic contacts (usually to electronic mail addresses). This [illegible]also[illegible] to the sending of commercial communications regarding the assurance of performance under the Act and the Battery Regul[illegible]the[illegible] of related services. The Contracting Parties have the right to refuse commercial communications sent electronically in accorda[illegible]pr[illegible]al regulations.
7. The Contracting Parties have agreed that communication betwee[illegible]n [illegible]li[illegible]ontent of the Reports and record-keeping under this Agreement, shall be conducted in the Czech language. If any of the Contracti[illegible]ar[illegible]a[illegible] document in a foreign language to the other Contracting Party, the other Contracting Party is entitled to request its official trans[illegible]n i[illegible]Cz[illegible]anguage, and for a document of a public instrument nature, a higher authentication shall be required (apostille or superlegaliza[illegible]
8. The Contracting Parties have agreed that the statutory limitatio[illegible]riod[illegible] app[illegible] the limitation of rights under this Agreement; however, if the statutory limitation period (subjective or objective) is less than four years, a limitation period of four years shall apply.
9. Damages arising from or in connection with a breach of this Ag[illegible]in money.
10. If a Contracting Party issues a certificate of discharge of a debt payable under this Agreement to the other Contracting Party, this certificate shall only constitute proof of settlement of the debt explicitly specified in the certificate. The Contracting Parties explicitly agree that a certificate of discharge of a debt due at a later date shall not automatically prove that a debt due earlier has also been settled.

These updated GTC were issued by the Operator on December 1, 2025

ECOBAT s.r.o.