

OUTPUT CONTRACT

between

Company/Mr._____

(the "supplier")

And

Eco Metal Recycling s.r.l.

(the **"buyer**")

(Hereinafter also called, when used together, the "Parties")

Stating beforehand following:

a) Eco Metal Recycling s.r.l. carries out activities focused on treatment and recycling of valuable materials from energy batteries, known as "buttons" and is in lawful possession of a regular permit for transport and commerce of the above mentioned materials;

b) The Company______ deals with production and/or distribution of electrical equipment, including the batteries described at the previous point a);



c) The Company ______ is interested in handing over the materials resulting from production and/or distribution carried out in their premises;

d) Eco Metal Recyclimng s.r.l. as for his part, intends to buy the materials described hereby, at the terms, conditions and forms defined in the present contract;

All of this stated beforehand, being the premises and enclosures (hereinafter respectively the "**Premises**" and the "**Enclosures**") integral and substancial part of the present contract (hereafter, the "**Contract**"), the Parties explicitly convene and draw up following:

OBJECT

- 1.1 With the present Contract, the Company _____ commits itself to selling periodically the materials described in the premise to Eco Metal Recyclimng s.r.l., who will carry out their collection at the Company's facilities.
- 1.2 The amount of the materials sold to Eco Metal Recyclimng s.r.l. by the Company______ and consequently the frequency of the delivery, will be determined by the normal requirements of Eco Metal Recyclimng s.r.l. following art.1560 c.c. and compatibly with the production of the Company ______
- **1.3** With the sole object of interpreting the present Contract, the material treated will be exclusively the one mentioned in the Contract;



2. <u>DURATION</u>

- 2.1 The duration of the present Contract has been established in years, starting from
- **2.2** It is understood that the Contract will be automatically renewed for _____ more years at its natural expiration, unless cancelled by one of the Parties, to be communicated to the other Party with registered letter with return receipt, to be sent at least 2 (two) months before the expiration date.

3. **PRICE AT COLLECTION**

The Parties agree that the fixed price per Kilogramm is _____, which Eco Metal Recyclimng s.r.l. commits himself to pay to the Company _____with cadence _____;

4. OBLIGATIONS OF THE BUYER

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Eco Metal Recyclimng s.r.l. commits himself to pay to the Company the amount established in the previous paragraph 3, according to the amount supplied and the frequency of the collection at the Company's facilities

4. **OBLIGATIONS OF THE SUPPLIER**



The Company_____commits itself to provide to Eco Metal Recyclimng s.r.l. only the material described

in the present Contract and commits itself also to guarantee the absence of defects or diversity of it, with respect to the one established by the Parties.

5. <u>SOLE RIGHTS OF SALE</u>

The Company_____ grants to Eco Metal Recyclimng s.r.l. exclusive rights on the purchase of the materials described in the present Contract according to art.1568 c.c., therefore the Company______will not be entitled to carry out performances related to the subject of the present Contract in the area for which exclusivity is granted and for the entire duration of the Contract.

6. <u>CANCELLATION</u>

In case of non-performance of one of the Parties, the other Party may request the cancellation of the Contract, according to art. 1564 c.c., in case the non-performance in hand undermines the reliance on which this Contract is based.



7. VARIATIONS

Any alteration to the present Contract will have to be agreed upon and approved in writing.

8. <u>COMMUNICATIONS</u>

Date : _____

Supplier : _____

Buyer: Eco Metal Recycling s.r.l.