

**Extended Producer Responsibility Plans:-****Brief on general scheme of collection**

To implement the E-Waste (Management) Rules, 2016 we are going to fix a visible, legible and indelible symbol on our product packing and also uploading the related informational on our website for creating the awareness to consumers. To encourage our customers for take back/returning the waste lamps, we will offer 10% discount on MRP if customer bring the waste lamp. Collection will be established in different parts of country where we can collect the waste lamps and store in a secured manner till it is sent to authorized dismantler or recycler. We will also make the proper channelization system to collect the waste lamps at our collection centres from the retailer and dealers in safe manners. We have already done the agreement with GEPIL (Authorized TSDF Site) for safe disposal of our lamps and also in process for agreement with other authorized TSDF sites in different area of country.

**Specific Collection Schemes**

Exchange policy with 5% Discount on MRP on all new LED lamps only (subject to Maximum discount of INR 10/lamp)

**Awareness Plan**

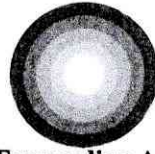
Will be communicated by various methodologies: - Fixing the symbol on packing of lamps, related information on our web-site, information on toll free number

**Estimated Budget for EPR**

<b>Awareness</b>	<b>10.0 (Lakhs)</b>
<b>Specific Collection Scheme</b>	<b>(5% Discount on MRP)</b>
<b>Collection Centres</b>	<b>10.0</b>
<b>Channelisation (Including Cost of reverse logistics)</b>	<b>20.0</b>
<b>Recyclers/Dismantlers</b>	<b>50.0</b>
<b>RoHS Testing</b>	<b>5.0</b>
<b>Any Other schemes</b>	<b>5.0</b>

**Authorised TSDF**

M/s. Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd., (GEPIL) village Pali, Near Pali- Mohabatabad Stone Crusher Zone, Faridabad Haryana



# LEDVANCE

## Addendum to the Carrying & Forwarding Agreement ("Addendum")

by and between

**LEDVANCE Private Limited**  
(formerly known as OSRAM India Private Limited)  
Corporate Office: Signature Towers, Tower-A, 12<sup>th</sup> Floor  
1201-1202, South City – 1, Gurgaon, Haryana-122001  
- hereinafter referred as 'LEDVANCE' or 'the Company' or 'Producer' -

and

**Baba Logistics**  
Address: Khasra No. 5/6/2, 7, 14, 15/1, Village Behrampur, Gurgaon, Haryana – 122001  
hereinafter referred as 'C&F Agent' or 'Collection Center' -

(LEDVANCE and C&F Agent hereinafter collectively referred to as "the Parties")

This Addendum is made at Gurgaon on July 26, 2017 and shall be read in conjunction with the Carrying & Forwarding Agreement dated July 29, 2009 which was further extended up to July 28, 2017 entered into between C&F Agent and LEDVANCE.

**WHEREAS** C&F Agent entered into Carrying & Forwarding Agreement with LEDVANCE for providing warehouse space to store the products manufactured and marketed by LEDVANCE;

**AND WHEREAS** the Government of India has notified the E-Waste (Management) Rules, 2016 dated March 23, 2016 ("Rules") which will be effective from October 1, 2016 and Implementation Guidelines for E-Waste (Management) Rules, 2016 as issued by the Central Pollution Control Board (CPCB) ("Guidelines") which is applicable to every producer, consumer or bulk consumer, collection center, dismantler and recycler of e-waste involved in the manufacture, sale, purchase and processing of electrical and electronic equipment or components which categorically covers Fluorescent and other Mercury containing lamps.

**AND WHEREAS** in order to adhere the said Rules effectively, the Company has approached to its C&F Agent to solicit support in collection and storing of used lamps / e-waste from Dealers.

### NOW BOTH PARTIES IN CONSIDERATION THEREOF AGREE AS FOLLOWS:

#### 1. Objective:

The objective of these Rules are to protect the environment from hazardous substance since the waste electric and electronic products contains the active hazardous even after end of its life. The e-waste should be disposed through a channel which will not harm to the environment. The Company devised a process to collect the e-waste from Dealer which will be stored at Collection Center hence this Addendum.

#### 2. Scope of Work:

- a) The C&F Agent will act as Collection Center on behalf of the Producer as a collection point to collect e-waste for channelizing the e-waste to the Treatment, Storage & Disposal Facilities (TSDF) and play such role as indicated in the authorization for Extended Producer Responsibility granted to the Producer.
- b) The Collection center shall ensure that during the collection of e-waste from the Dealer, unloading and storage of e-waste at collection center cause no damage to the environment at all and the Collection Center will hand over the e-waste to TSDF in a proper packed form.
- c) The Collection Center shall storing the e-waste in a demarcated area and to send the e-waste, so collected, to the TSDF or as per disposal plan given by the Company from time to time.



**LEDVANCE Private Limited**

(Formerly known as OSRAM India Private Limited)

(Wholly owned Subsidiary of LEDVANCE GmbH, Germany)

Corporate Identification Number : U31501HR1993PTC034712

SIGNATURE TOWERS

12th Floor, Tower - A, 1201-1202

South City - I, Gurgaon-122 001, (Haryana)

Registered Office : 459-B, EPIP, HSIIDC Industrial Estate, Kundli, Harvna – 131028



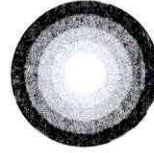
**BABA LOGISTICS**

Phone : +91-124-4150100

Fax : +91-124-4081577

Proprietor





# LEDVANCE

### 3. Obligations of Collection Center:

- a) The collection center shall discharge the responsibility of collection of e-waste on behalf of the Producer including those from orphaned products. The collection center shall collect the e-waste provided by the Dealers in a box or a bin to collect e-waste and arrange to send the e-waste, so collected, to TSDF as designated by the Producer.
- b) The Collection center shall ensure that the e-waste thus generated is safely transported to TSDF.
- c) Maintain records of the E-Waste handled in Form 2 as annexed herewith as Exhibit – A, and make such records available for scrutiny by CPCB or the concerned State Pollution Control Board (SPCB) as and when asked for.
- d) In any case, Dealer shall not keep e-waste with him more than 120 days from the date of collection and shall promptly inform the same to the Producer.
- e) The Collection center shall prior inform to the Producer in case of the Collection center are operating on behalf of other producers also.
- f) The Collection center should have weighing equipment for weighing each delivery received by it and maintain a record in this regard.
- g) Loading, transportation and unloading, storage of end of life product should be carried out in such a way that there should not be any damage to health, environment and to the product itself.
- h) The storage capacity of the collection center should corresponding with volume of operations (weight and numbers) and category of E-waste. Exclusive space needed for storage of e-waste collected on behalf of the producer is 1.0 m3/tonne.
- i) The Collection Centre should store e-waste product category wise and in a secured manner till it is sent to TSDF.
- j) The collection center should have adequate facilities for managing leakage of mercury from end of life fluorescent and other mercury containing lamp etc. Spills involving broken Fluorescent lamps, Oils spills should first be contained to prevent spread of the material to other areas. This may involve the use of dry sand, proprietary booms / absorbent pads, stabilizing chemicals etc. for subsequent transfer of hazardous waste to TSDF.
- k) Covered shed/spaces have to be used for storage of E-Waste.
- l) Collection Centre should necessarily have adequate fire-fighting arrangement, escape route, for emergency exit.
- m) Collection Centre shall ensure that the facilities are in accordance with the standards

### 4. Obligations of Producer:

The Producer of electrical and electronic equipment shall be responsible for –

- a) Appointing a TSDF for collection, transportation, storage, treatment and disposal of e-Waste.
- b) Sharing the details of Dealers to collect the e-waste from them.
- c) Sharing the details of TSDF with the Collection Center for channelization of E-Waste.

### 5. Consideration:

For storage of e-waste, no separate consideration would be payable by the Company. However, for transportation of e-waste from Dealer's premise to Collection Centre would be chargeable as per tariff agreed in Secondary Transportation Agreement.

### 6. General Terms:

LEDVANCE reserve the right to change any of the terms of this Addendum depending on the government order and market conditions without prior notice. All other terms and conditions of this Addendum and Carrying & Forwarding Agreement would remain valid.

Exhibit – Form 2

**For Baba Logistics**

Proprietor

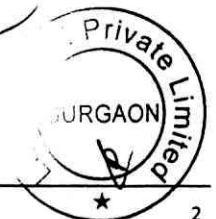
BABA LOGISTICS

Proprietor

**For LEDVANCE Private Limited  
(formerly known as OSRAM India Private Limited)**

Ralph Ludwig  
CEO

Atul Gupta  
CFO



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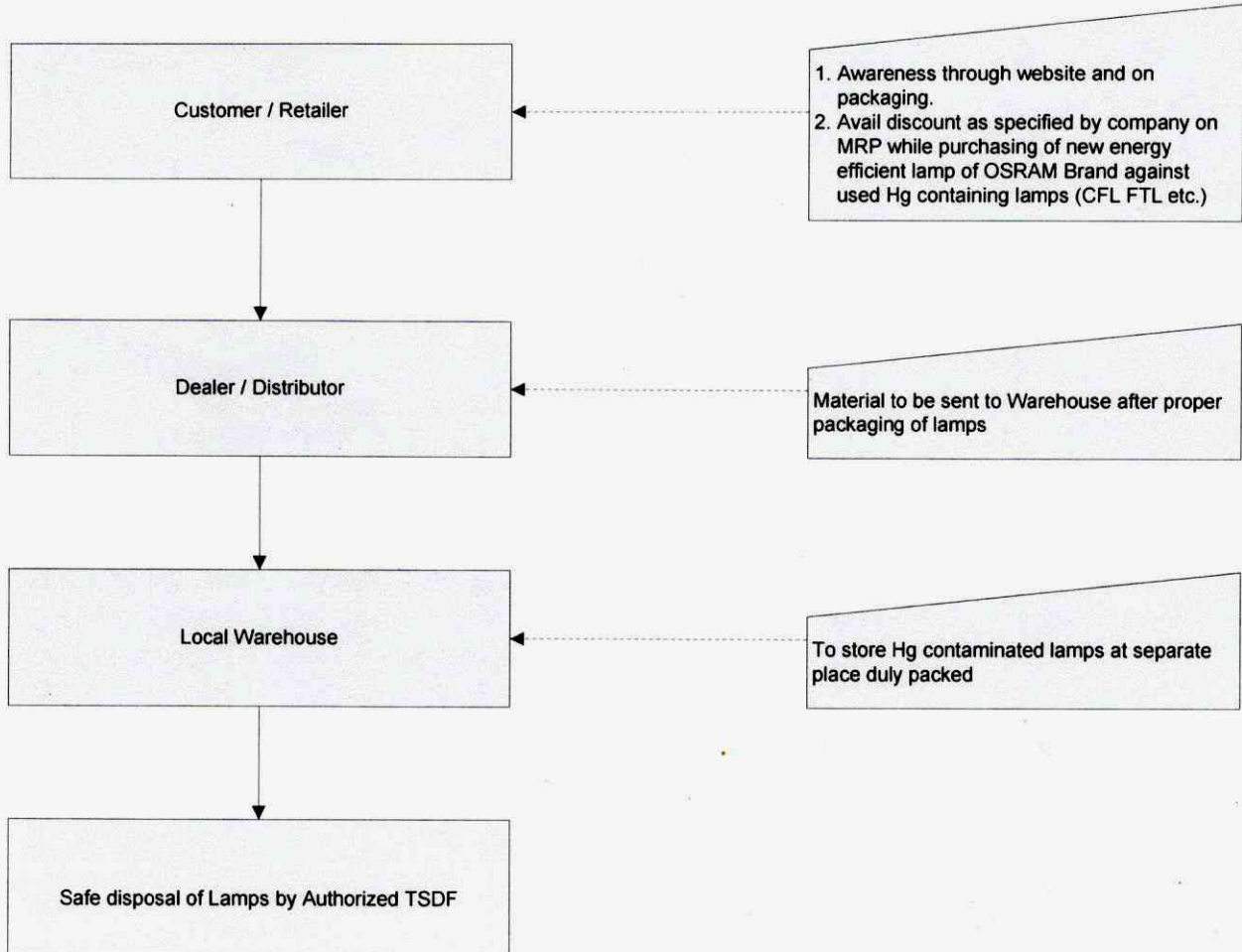
Registered Office : 454-R EPIP HSIIDC Industrial Estate Kundli Haryana – 131028

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Web : [www.ledvance.com](http://www.ledvance.com)

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Fax : +91-124-4081577

Proprietor

# Extended Producer Responsibility Plan (For Fluorescent and other Hg containing lamps)



A handwritten signature in black ink, appearing to be "S/5".

*Disclaimer: This Extended Producer Responsibility plan is made with best efforts, understanding and considering the information available with the Company. The interpretation may be subjective. The Company may edit and amend this plan to render it suitable for implementation purpose.*