

# Terms and Conditions

## 1) Applicability

- a) These Terms and Conditions constitute an appendix to the general agreement ("**the Agreement**") which the User and the Company have entered into with respect to the use of Returnable Units
- b) Any capitalized terms used herein shall have the same meaning as set forth in the Agreement.

## 2) Returnable Units

- a) RP's (grey pallet) and RTP's (returnable crates and returnable half size pallets) are supplied in accordance with the Company's product list each and every time found provided on the webpage ([www.retursystem.se](http://www.retursystem.se))
- b) The Company reserves the right to remove any product availability provided that a six (6) month notice is given to the User.
- c) The Returnable Units are and will remain the property of the Company and the Company shall at all times retain full ownership of the Returnable Units. The Returnable Units constitute movable goods and may not be used in such a way that it would jeopardize or otherwise encumber the ownership of the Company.

## 3) The Company's commitment

- a) The Company commits to provide system support for the User's orders, goods deliveries, adjustments and other actions.

## 4) The User's commitment

The User commits to:

### General commitment

- a) pay the fees which, at each and every time, are listed in the Price Appendix (Appendix 4);
- b) follow the at each and every time applicable user instructions (Appendix 1 and 2);
- c) at The Company's request, submit written volume forecast of the User's future needs of Returnable Units;

- d) not tamper, modify or alter the Returnable Units.
- e) not buy or sell the Returnable Units.

### Returnable Crates & Halfsize Pallets (RTP's)

- f) only label returnable crates with adhesives and labels approved by the Company, listed in the User Instruction Returnables, (Appendix 1);
- g) only receive and order empty and washed RTP's from the Company
- h) not reuse withdrawn or used RTP's.
- i) only use RTP's for external distribution;
- j) to always directly or indirectly, send the RTP's to Sweden;
- k) deliver RTP's only to customers that in some way are part of the Company's return flow. If the recipient of the User's RTP's is not part of the Company's return flow in any way, the User commits to recover the RTP's in question. and/or, if the RTP's are in Sweden, to request that the RTP's are collected by the Company;
- l) inform of RTP's not in use to the Company;

### Fullsize Grey Pallet (RP's)

- m) accept deliveries of RP's from other users in the system;
- n) ensure that the recipients of the Users RP's are contracted users within the Flow;
- o) continuously keep accurate stock balance in the System in relation to the actual physical stock balance;
- p) report transactions of RP's with the System using the customer webpage;
- q) ensure that the correct number of RP's are physically delivered as well as duly reflected in the System;

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## 5) Ordering Returnable Units

- a) Returnable Units are ordered by the User via the System. Delivery is conditional upon the User not having unpaid invoices, and that the Company has no reason to believe that the User will not fulfill the terms of the Agreement.
- b) The daily rent fee of the RP's is charged to the User's stock balance on the date of arrival.

## 6) Charges and Terms of Payment

- a) Applicable fees and supply conditions are listed in the, at each and every time applicable Price Appendix (Appendix 3). Deposit fees are listed on The Company webpage.
- b) The Company reserves the right to adjust applicable fees, delivery conditions and deposit fees. Such amendments shall be subject to two (2) months prior notice, however deposit fees may, without prior notice, be amended, every six (6) months on January the 1<sup>st</sup> and on July the 1<sup>st</sup>, in accordance with currency exchange fluctuations.
- c) Payment shall have been received by the company within thirty (30) days net from invoice date. Late payment will be charged interest in accordance with Swedish law. The interest is reference rate provided by the Central bank of Sweden plus eight (8) percentage points
- d) The company reserves the right to demand advance payment, a bank guarantee or a surety that is approved by both parties.

## 7) Goods Delivery of Fullsize Grey Pallets, RP's

- a) When the User delivers RP's to another contracted user within the Flow, the transaction needs to be registered with the correct amount of RP's, corresponding to the physical delivery in the System.
- b) The RP's are charged to the recipient's stock balance on the delivery date entered into the System.

- c) The transaction is automatically closed and accepted after seven (7) days if not actively accepted by the recipient.
- d) The order reference agreed upon by the recipient and the User will be indicated on the goods delivery in the System and on the CMR.
- e) The amount of RP's will be clearly visible on the CMR, and shall be indicated as Fullsize Grey Pallets, or SRS Pallets.
- f) The CMR number will be entered into the system transaction and be clearly visible on the CMR.
- g) The User's company name should be visible on the CMR, and should correlate to the name used in the System.
- h) Every transaction represents one CMR which is always included with the delivery.
- i) In the event of an erroneous transaction (i.e. discrepancies in amounts of RP's received, wrong recipient or other errors) the recipient shall generate an adjustment request. The User will continuously handle incoming adjustment requests.
- j) If the User and the recipient have not agreed on the adjustment within seven (7) days from the adjustment request, the request will be automatically forwarded to the Company for it to decide upon the adjustment request. The Company reserves the right to adjust the error in accordance to the latest signed CMR or evidence supplied by The Users.

## 8) Inventory Checking of Grey Pallets, RP's

- a) The User is responsible for all RP's the User possesses according to the stock balance showing in the System. The User commits to make an inventory of the stock balance once per year or at the request of the Company. The Company shall have the right to be present at the time of the inventory.
- b) In the event of a stock balance difference where the User's stock balance in the System is higher than the physical stock, The Company shall have the right to invoice the missing RP's pursuant to the, at each and every time applicable Price Appendix (Appendix 4). In -case of a positive difference,

where the amount in the physical stock exceeds the amount in the System, The Company shall have the right to adjust the stock balance to the amount corresponding to the result of the inventory.

## 9) Responsibility

- a) The Company's liability under the Agreement is limited to damages caused due to gross negligence or intent. Compensation is not payable for indirect damage, such as lost profit.
- b) The Company is responsible for damage to property caused by the Returnable Units only if The Company has acted with gross negligence. The Company shall hold the User harmless from any claim incurred due to such damage that the Company shall be responsible for in accordance with above. The User undertakes to immediately inform the Company of any damage caused by the Returnable Units and assist the Company during its analysis (including any legal process) with respect to such damage.

## 10) Insurance

- a) The User must properly maintain the Returnable Units and shall be liable, with the exception of normal wear and tear, up to the full value of the Returnable units in case of loss or damage and shall maintain a requisite insurance solution, covering the full value. The User shall further uphold customary liability insurance and is responsible for damage that the Returnable Units cause any person or property.

## 11) Intellectual Property

- a) The User shall not be entitled to use the Company's brand, trademark or copyright material without the prior written consent of The Company.

## 12) Control

- a) The Company shall, at its own request, via an independent auditor, be entitled to get access to and review information about the User in order to be able to control the information disclosed to the Company by the User.

- b) The Company shall have the right to receive information from the User on about where Returnable Units have been delivered in order to ensure that deliveries have been made in accordance with paragraph 4(i) above.

## 13) Breach of Contract

Any party may terminate the Agreement with immediate effect in case of material breach of the:

- a) Agreement by the other party not fully remedied within ten (10) days from the other party's; or in case the other party
- b) cancels its payment, is declared bankrupt, goes into liquidation or otherwise becomes insolvent.

## 14) Termination of Contract

- a) Upon termination of the Agreement the User shall automatically be excluded from the Flow and immediately return all Returnable Units to the Company or to such location other location indicated by the Company. The User will receive credit of deposit fee where applicable.
- b) The Company has the right to send a final invoice of outstanding amounts immediately after termination of the Agreement.

## 15) Confidentiality

The parties undertake, both during the term of the Agreement and thereafter, to maintain the other party's confidential business information in strict confidence and only to use such classified information in order to perform their respective obligations under the Agreement. Such confidential information may not be disclosed to third parties without the other party's prior written approval. The parties undertake to adopt all necessary measures to prevent such confidential information being disclosed to employees or members.

## 16) Transfers and Pledges

- a) The User may not, without the Company's prior written consent, assign or pledge the rights and, or obligations under the Agreement.

- b) The Company is entitled to engage subcontractors for the performance of its obligations towards the User under the Agreement.

## **17) Application of Law, Disputes**

- a) This agreement shall be governed by the laws of Sweden.
- b) Any disputes, controversy or claim arising out of, or in connection with this Agreement shall be settled by arbitration in accordance with the Swedish act on Arbitration. The arbitral tribunal shall consist of three arbitrators of which the Parties shall appoint one arbitrator each. The two appointed arbitrators shall jointly designate a chairman. The arbitration shall take place in Stockholm. Disputes regarding claims amounting to up to SEK 100,000 out of this Agreement shall be submitted to the Swedish General Courts, with Stockholm District Court as first instance.