

# GENERAL TERMS

FOR VOLUNTARY ATTACHMENT OF PACKAGING TO RETURPACK'S  
RECYCLING SYSTEM

2023-02-01

APPENDIX 1



**RETURPACK**

## GENERAL TERMS FOR VOLUNTARY ATTACHMENT OF PACKAGING TO RETURPACK'S RECYCLING SYSTEM

### 1. BACKGROUND

- 1.1 Returpack is an approved producer responsibility organization under the Regulation (2022:1274) on Producer Responsibility for Packaging.
- 1.2 Returpack has created a system, hereinafter the "**Recycling System**" for the collection and recycling of plastic bottles and metal cans, hereinafter "**Packaging**". The Recycling System may be subject to changes due to technological development, law, regulation, or authorities' directions. Any changes in the Recycling System as well as in the amounts of Deposits or Fees are implemented in coordination with Returpack and the relevant industry organizations.
- 1.3 Returpack is responsible for the administration of the Recycling System. Returpack also bears general responsibility for the coordination of the functioning of the collection of Packaging in all stages.
- 1.4 The Company's Packaging is not included under Regulation (2022:1274). Nevertheless, the Company wishes to attach its Packaging to the Recycling System on a voluntary basis and to engage Returpack to take care of the Company's Packaging when it becomes waste.
- 1.5 If the Company wishes to attach packaging that are included under Regulation (2022:1274), the Company must enter a separate agreement with Returpack with respect to the attachment of such packaging.
- 1.6 By entering an agreement with Returpack for access to the Recycling System, the Company approves these general terms.
- 1.7 These general terms have been translated to English from the original Swedish text and the original Swedish text will prevail for interpretation purposes.

### 2. DEFINITIONS

In this Agreement, the following capitalized terms will have the following meanings:

"**Agreement**" is this Agreement (including the page with the Company's signature, and the appendixes) for access to the Recycling System.

"**Barcode**" is (i) EAN-code, (ii) UPC-code, or (iii) another type of barcode that is, from time to time, approved by Returpack.

"**Company**" is a legal person with whom Returpack has concluded this Agreement.

"**Deposit**" is, from time to time, a valid deposit for each specific Packaging payable from the Company to Returpack. Current Deposits are specified in [Appendix 3](#).

"**Fees**" are, from time to time, valid fees for each specific Packaging payable from the Company to Returpack. Current Fees are specified in [Appendix 3](#).

“**Metal Can**” is a packaging of aluminium or steel that is, from time to time, approved for attachment to, and is included in, the Recycling System. Information on approved metal cans can be provided by Returpack.

“**Packaging**” is a Plastic Bottle or a Metal Can.

“**Part(y/ies)**” is the Company and/or Returpack.

“**Recycling System**” is Returpack’s Recycling System for collection and recycling of the Packages.

“**Reporting**” is the Company’s reporting to Returpack on delivered Packaging that the Company has delivered within the Recycling System under clause 6.

“**Reporting Less**” is when the Company is Reporting fewer Packaging per Barcode to Returpack than the Company has delivered.

“**Reporting More**” is when the Company is Reporting more Packaging per Barcode to Returpack than the Company has delivered.

“**Returpack**” is Returpack-Burk Svenska AB (corporate organization number 556218–9117) and Returpack-Pet Svenska AB (corporate organization number 556478–4204).

“**Plastic Bottle**” is a packaging of PET or another from time to time approved material for attachment to the Recycling System. Information on approved plastic bottles can be provided by Returpack.

### **3. ACCESS TO THE RECYCLING SYSTEM**

3.1 The Agreement enters into force when it has been duly signed by the Company and approved by Returpack on such date that Returpack specifies.

3.2 Returpack is entitled to have the Agreement conditional on that the Company provides sufficient security for its liabilities under the Agreement by entering a specific agreement on security with Returpack. The Company must provide sufficient security for its liabilities under the Agreement when the Company accesses the Recycling System if required by Returpack. Further, Returpack is entitled to require that the Company provides a higher security post its access to the Recycling System and to require that the Company provides a higher security than previously. The security will be effective until the Company no longer has any liabilities toward Returpack.

### **4. THE PACKAGING’S DESIGN**

4.1 The Company undertakes to ensure that Packaging attached to the Recycling System and/or delivered to a third party is designed under Returpack’s requirements under this clause 4.

4.2 A Packaging attached to the Recycling System must be designed under Returpack’s technical specification attached in [Appendix 2](#). Different requirements apply for different Packaging. Returpack is entitled to amend each Packaging design requirement with three months’ notice following consultation with concerned industry organizations.

4.3 The Company must, prior to attaching new Packaging or amending the design of current Packaging, provide Returpack with (i) a form of application, (ii) a sample of the Packaging,

and (iii) details of the Packaging. The Company must not deliver new or amended Packaging to its customers prior to Returpack's approval, if not otherwise approved by the Swedish Environmental Protection Agency. Returpack is entitled to (i) decline the Company's request to attach new or amended Packaging to the Recycling System, and (ii) deregister new or amended Packaging from the Recycling System if the Packaging is not designed under Returpack's technical specification attached in [Appendix 2](#). If Returpack deregisters Packaging from the Recycling System, the Company must immediately cease to deliver such Packaging.

4.4 Upon Returpack's request, the Company must assist Returpack in an audit of the attached Packaging's designs. Upon such request, the Company must provide Returpack with information, documentation, samples, and details of the Packaging requested by Returpack as necessary for Returpack's audit.

4.5 The Company will, under the limitations set forth in clause 10.1, indemnify Returpack for each loss suffered by Returpack due to the Company's delivery of a Packaging not being under the, from time to time, valid packaging design.

## **5. THE PACKAGING'S MARKING**

5.1 The Company undertakes to ensure that Packaging attached to the Recycling System and/or delivered to a third party is marked under Returpack's requirements under this clause 5.

5.2 A Packaging attached to the Recycling System must be marked under Returpack's marking manual attached in [Appendix 2](#). The marking manual includes e.g. a clear indication that the Packaging is part of the Recycling System as well as the amount of Deposit that the respective Packaging entitles to. Further, the marking manual includes requirements on the legibility, quality, and tests of the marking. Different marking requirements apply to different Packaging. Returpack is entitled to amend each Packaging marking requirement with three months' notice following consultation with concerned industry organizations. Solely companies with an effective agreement with Returpack for access to the Recycling System are entitled to mark their packaging with Returpack's trademark and/or similar features.

5.3 The Company must, prior to attaching new Packaging or amending the marking of current Packaging, provide Returpack with (i) a form of application, (ii) a sample of the Packaging, and (iii) details of the Packaging. The Company must not deliver new or amended Packaging to its customers prior to Returpack's approval, if not otherwise approved by the Swedish Environmental Protection Agency. Returpack is entitled to (i) decline the Company's request to attach new or amended Packaging to the Recycling System, and (ii) deregister new or amended Packaging from the Recycling System if the Packaging is not marked under Returpack's marking manual attached in [Appendix 2](#). If Returpack deregisters Packaging from the Recycling System, the Company must immediately cease to deliver such Packaging.

5.4 To safeguard the functioning of the Recycling System, each Packaging must be traceable to each responsible supplier or importer. The Company undertakes to ensure that its Packaging is marked with a Barcode. A Barcode must be unique for the Company as well as the type of Packaging and the Deposit attached to the Recycling System.

5.5 Should the Company attach packaging to other recycling systems in Sweden besides the Recycling System, the Barcode used by the Company for marking the Packaging must be unique for the Recycling System. When reporting a Barcode previously registered at

- Returpack such Barcode, if not otherwise agreed between the Parties, must not have been registered at Returpack or a third party by the time such Barcode has entitled to Deposit the last 18 months.
- 5.6 Should the Company have no influence on the original label of the Packaging, and hence, not comply with the marking requirements, the Company must follow the marking requirements by means of using small adhesive labels. Such adhesive labels must be ordered from Returpack. The Company must not use adhesive labels of its own to comply with Returpack's marking requirements.
- 5.7 Supplier numbers for Barcodes can be provided by GS1 Sweden. Should the Company wish to activate a new Barcode in the Recycling System, the Company must prior to such activation report the Barcode to Returpack. The Company must not deliver Packaging prior to the approval of the Packaging's Barcode from Returpack.
- 5.8 Following reporting and Returpack's approval of a Packaging's Barcode under clause 5.3, the Company is liable for all Packaging marked by such Barcode, including paying Deposit and Fees for such Packaging to Returpack under clause 7. The liability includes, e.g., that the Company is liable for paying Deposits and Fees for Packaging with the Company's Barcode, even if the Packaging was put on the market by someone else than the Company.
- 5.9 The Company may convey a Barcode to a third party after having reported such convey to Returpack and obtaining Returpack's approval. To report a convey of a Barcode, the Company must use Returpack's form available for conveying a Barcode.
- 5.10 Should the Company cease to deliver Packaging with a Barcode Attached to the Recycling System, the Company must recall the Packaging's Barcode by notifying Returpack in writing. If not otherwise agreed between the Parties and provided that the Company fulfils its obligations under the Agreement, Returpack deregisters the Barcode two years following the Company's recall of the Barcode. In case of termination of the Agreement, all the Company's Barcodes will be removed from Returpack's register two years following the date of the termination, if not otherwise specified by Returpack. The Company's responsibility for recalled Barcodes ceases by the time the Barcode is removed from Returpack's register. Following the removal of a Barcode, the Barcode does not entitle to Deposit. Should the Company recall a Barcode the Company must immediately cease to deliver Packaging with such Barcode.
- 5.11 Returpack is entitled to, by reasonable notice and under this clause 5.11, deregister a certain Barcode from the Recycling System. Reasonable notice means at least seven days. Following such removal, the Barcode does not entitle the Packaging to Deposit. Further, Returpack is entitled to immediately deregister a Barcode from the Recycling System temporarily and require the Company to urgently amend its Barcodes if (i) the Company does not fulfil its obligations under the Agreement, (ii) if the Barcode is not unique, or if Returpack or the Company has reason to believe that the Company's Barcode is not unique, (iii) if the Barcode is being used by a third party, or if Returpack or the Company has reason to believe that the Company's Barcode is being used by a third party, or (iv) if Returpack has reason to believe that the Company's Barcode is being used by the Company or a third party to misuse the Recycling System. If Returpack deregisters or temporarily removes a Barcode from the Recycling System, the Company must immediately cease to deliver Packaging with such Barcode.

- 5.12 Upon Returpack's request, the Company must assist Returpack in an audit of the attached Packaging's marking. Upon such request, the Company must provide Returpack with information, documentation, samples, and details of the Packaging requested by Returpack as necessary for Returpack's audit.
- 5.13 The Company will, under the limitations set forth in clause 10.1, indemnify Returpack for each loss suffered by Returpack due to the Company's delivery of a Packaging not being under the, from time to time, valid marking requirements.

## **6. REPORTING OF SALES**

- 6.1 The Company undertakes to Report the Packaging delivered during the previous month within the framework of the Recycling System. The Company must provide Returpack with its Reporting every month. The Company must Report its delivery during the previous month, by the latest, the seventh of each month (and if the seventh is not a business day, the upcoming business day). The Company's Reporting must be electronic and be provided by an individual authorized to represent the Company, and otherwise under Returpack's instructions.
- 6.2 The Reporting must include information on the Company's delivery of sales for each Barcode. The Company must Report to Returpack even if the Company's sales are zero. The Company is liable for the correctness of the Reporting. Returpack will process the information included in the Reporting from the Company to Returpack by the confidentiality stipulated in this Agreement.
- 6.3 Should the Company not fulfil its obligation to Report to Returpack, Returpack is entitled to invoice the Company a late Fee. Further, Returpack is entitled to invoice the Company additional late Fees each ten-day period the breach remains. The amount of the late Fee is specified in Appendix 3. In case of continuous breaches, Returpack is entitled to terminate the Agreement by immediate effect.
- 6.4 In January each year, Returpack will, to facilitate the Company's internal routines, provide the Company with a yearly audit report with respect to the Company's Reporting. Should the Company not object to such an audit report within 30 days following the Company receiving the audit report from Returpack, Returpack's audit report will be considered correct, and the Company will not be entitled to object to the audit report.
- 6.5 In case of faulty Reporting, the following will apply:
- (a) Should the Company Report More with respect to a certain Barcode or make a faulty allocation between different Barcodes, the Company is entitled to amend its Reporting for a certain calendar year during the period until 30 days following Returpack's yearly audit report. Returpack will approve such an amendment if not an objectively acceptable reason to deny such an amendment applies. When Returpack has approved an amendment, the Company is entitled to receive Deposits and Fees in excess. Following the end of the amendment period, the Company is no longer entitled to amend its Reporting or receive reimbursement or refund from Returpack following that the Company has Reported More or faulty allocated different Barcodes.

(b) Should the Company Report Less for a certain Barcode, Returpack is entitled to amend the Company's Reporting and invoice the Company, under clause 7, for Deposits and Fees following that the Company has Reported Less.

6.6 This clause 6 does not limit Returpack's right to obtain reimbursement for loss following the Company's breach under the Agreement.

## **7. DEPOSITS AND FEES**

7.1 The Company undertakes to pay Deposits and Fees under Appendix 3 and under this clause 7.

7.2 The Company undertakes to pay Deposits and Fees to Returpack under Appendix 3 for each Packaging with a Barcode the Company is liable for. Different Deposits and Fees apply to different Packaging. Returpack is entitled to change the levels of the Deposits following twelve months' notice. Further, Returpack is entitled to change the levels of the Fees following three months' notice.

7.3 Returpack is entitled to invoice the Company applicable Deposits and Fees under the Company's Reporting. The payment must be received by Returpack no later than the 22nd of each month (and if the 22nd is not a business day, the following business day) if Returpack approves credit. Otherwise, payment must be made immediately. In case of delayed payment, an interest of 18 percent per year will accrue following the date of due payment.

7.4 Should the Company Report Less for a certain Barcode, Returpack is entitled to invoice, and the Company is liable to pay, Deposits and Fees for excess Packaging. Excess Packaging means the difference between the actual number of returned Packaging types per Barcode and the average collection rate of such Packaging during the nearest previous calendar year. Packaging types means Metal Cans, small Plastic Bottles, or large Plastic Bottles. The invoice amount also includes additional Fees under Appendix 3. In the case the Company is Reporting Less continuously, Returpack is entitled to terminate the Agreement by immediate effect.

7.5 This clause 7 does not limit Returpack's right to obtain reimbursement for loss following the Company's breach under the Agreement.

## **8. REPORTING TO THE SWEDISH ENVIRONMENTAL PROTECTION AGENCY**

8.1 Under the Regulation (2022:1274) and the Swedish Environmental Protection Agency's directions, Returpack as well as the producers that have access to the Recycling System must annually report certain information to the Swedish Environmental Protection Agency.

8.2 The Company authorizes Returpack to submit and agrees by entering this Agreement that Returpack submits, information to the Swedish Environmental Protection Agency with respect to (i) that the Company has access to the Recycling System, (ii) the Company's corporate registration number or tax registration number, (iii) the total weight of the Packaging per sort of material that the Company has submitted to the market and (iv) such other information that from time to time must be provided by Returpack to the Swedish Environmental Protection Agency. The Company undertakes to provide Returpack with current and correct information about the Company and its Packaging that Returpack must provide to the Swedish Environmental Protection Agency. The Company can access reported



information by the Company's member account on the producer web on Returpack's [website](https://pantamera.nu/) (<https://pantamera.nu/>).

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All eventual intellectual property rights, similar to but not limited to the copyright, patent right, and trademark rights to the Recycling System and Returpack as well as knowledge about methods, use, and other know-how related thereto, are the property of Returpack. The Agreement will not provide the Company with any right to or right to take advantage of the Recycling System or knowledge related thereto in any other way than explicitly stated in this Agreement.
- 9.2 The agreement solely entitles the Company to use Returpack's marking on the Packages attached to the Recycling System under Appendix 2.

## **10. LIABILITY**

- 10.1 The Company must pay damages and indemnify Returpack for loss, cost, or expense following a loss arising out of the Company's breach of the Agreement. The Company's liability under the Agreement is limited to five million Swedish kronor per calendar year. Nevertheless, if the amount of Deposits and Fees Returpack has invoiced the Company the previous twelve months amount to a higher amount, the Company's liability corresponds to such a higher amount. The limitation of liability will not limit the Company's liability to Report and pay Deposits and Fees to Returpack.
- 10.2 Returpack's liability under the Agreement is limited to direct loss suffered by the Company and caused by Returpack. Returpack is not liable for indirect loss, e.g., loss of profit, declined turnover, or loss of goodwill. Returpack's obligation to pay damages must under no circumstances exceed five million Swedish kronor per calendar year.

## **11. FORCE MAJEURE**

- 11.1 If a Party is prevented to execute its obligations under the Agreement following circumstances beyond such Party's control (force majeure) – such as fire, war, mobilization, or unforeseen military calls-up of a similar scale, requisition, seizure, currency restrictions, rebellion, riot, terrorist act, explosion, flood, statutory hindrance, changes in legislation or other similar circumstance, as well as delay in delivery from a subcontractor, provided that the delay is based on a circumstance referred to in this clause 11 which the Party could not reasonably be expected to have anticipated at the time of the execution of the Agreement and the consequences of which the Party could not reasonably have avoided or overcome, such circumstance will constitute a basis for exemption which postpones the agreed dates for performance and exemption from liability for damages and other penalties under the Agreement.
- 11.2 If a Party's execution of its obligations under the Agreement is wholly or partly prevented following circumstances under this clause 11 for a period exceeding three months, the other Party is entitled to terminate the Agreement in writing under the terms of termination stipulated in the Agreement.



## **12. PUBLICITY AND MARKETING**

A Party is not entitled to, unless required by law, use the other Party's business name, trademark, or logotypes, or if such Party is the Company, the Recycling System, in advertising, other marketing, promotion, or presentation without obtaining the written confirmation of the other Party.

## **13. PERSONAL DATA**

Processing of personal data is conducted under Returpack's [integrity policy](https://pantamera.nu/sv/integritetspolicy/) (<https://pantamera.nu/sv/integritetspolicy/>). The Parties undertake to act under data protection legislation as applicable from time to time.

## **14. CONFIDENTIALITY**

14.1 Each Party undertakes to, during the effective time of the Agreement and the following five years, act under confidentiality. During the confidentiality undertaking, the Parties are not entitled to use or disclose confidential information concerning the other Party. Confidential information means any information of commercial or technical nature that can be considered confidential information and which a Party has become aware of in connection with the Agreement, including information about the Agreement, trade secrets, inventions, intellectual property rights, technical solutions, new ideas and development projects, know-how, customers, employees, suppliers, as well as information that a Party has declared to be confidential. The Parties must ensure that its employees, subcontractors, and subcontractors' employees observe and are bound by confidentiality undertakings that are at least equivalent to the obligation under this clause 14. The confidentiality undertaking does not apply to:

- (a) information that was or has become publicly available, provided that such disclosure has not occurred by breach of the Agreement,
- (b) information that was already known to the receiving Party,
- (c) information that has been provided by a third party who is not bound by any confidentiality undertaking, or
- (d) disclosure of information required by authority direction, order by or under mandatory law.

14.2 Notwithstanding clause 14.1, a Party is entitled to give unrestricted information (whether considered confidential or not) to companies belonging to the same group companies or ownership as such Party provided that such a company undertakes to handle such information with the same degree of confidentiality as such Party. Further, Returpack is entitled to provide information on a current basis to the Swedish Environmental Protection Agency under clause 8 on the number of attached and collected Packaging (per barcode).

## **15. AUDIT**

15.1 Returpack is entitled to, either by itself or by engaging a third party, to review that the Company fulfils its obligations under the Agreement to verify that the Company fulfils agreed requirements including, but not limited to, (i) requirements under law, regulation or authorities' direction, (ii) the accuracy of the Company's accounting, (ii) compliance with the

Agreement, (iv) that the Recycling System is not subject to misuse, and (v) compliance with Returpack's code of conduct. If Returpack wishes to conduct an audit, Returpack must notify the Company within a reasonable time. The Company must also take reasonable measures to ensure that Returpack can conduct such an audit at the Company's customers and subcontractors.

- 15.2 During an audit, the Company must provide Returpack, and other parties participating on behalf of Returpack, with access to all premises, equipment, documentation, and all other materials that the Company uses to fulfil its obligations under the Agreement. The Company must use its best efforts to participate in Returpack's audit. Returpack and participating third parties must follow the Company's reasonable security and confidentiality regulations when performing an audit. Each Party is responsible for its costs due to the audit. Should Returpack in the course of an audit discover that the Company's Reporting is incorrect, the Company will reimburse Returpack's reasonable costs related to the audit.

## **16. TERMINATION OF THE AGREEMENT**

- 16.1 The Company is entitled to terminate the Agreement with two months' notice. Returpack is entitled to amend the Agreement with at least three months' notice under clause 19. Further, each Party is entitled to terminate the Agreement with immediate effect on the terms and conditions set out in the Agreement. Termination of the Agreement must be in writing.
- 16.2 In addition to terms and conditions under the Agreement, the Parties are entitled to terminate the agreement with immediate effect on the terms and conditions set out in clauses 16.3-16.6.
- 16.3 Each Party is entitled to terminate the agreement in writing and by immediate effect, if the other Party commits a material breach of the Agreement, provided that such breaching Party does not undertake full rectification – to the extent that rectification is possible – within 14 days of written notice thereof.
- 16.4 Further, each Party is entitled to terminate the Agreement in writing and by immediate effect if the other Party is declared bankrupt, suspends its payments, enters composition negotiations, enters liquidation, or otherwise can be considered to have become insolvent.
- 16.5 Notwithstanding clauses 16.1-16.4, Returpack is entitled to terminate the Agreement by immediate effect if the Company breaches any provision under the Agreement having the purpose to ensure the function and safety of the Recycling System (including but not limited to the Company's obligation to design and label the Packaging under clauses 4-5).
- 16.6 Upon termination of the Agreement by immediate effect, Returpack is entitled to immediately deregister all Barcodes that the Company has reported to Returpack. Following the deregistration of such Barcodes, the automatic payment of a Deposit ceases. If the Company has not attached its beverage packaging to another approved recycling system, the Company is no longer entitled to legally deliver its beverage packaging to third parties.

## **17. CONSEQUENCES OF TERMINATION**

Terms and conditions under the Agreement which due to their nature extend beyond the expiry date of the Agreement, e.g., terms on confidentiality and liability for Packaging marked with the Company's Barcodes, will continue to be valid after the expiry of this Agreement.

**18. TRANSFER OF THE AGREEMENT**

A Party is not entitled to, in whole or part, assign or pledge its rights and/or obligations under the Agreement without having first obtained the written consent of the other Party. Nevertheless, Returpack is entitled to transfer all of its rights and obligations under the Agreement to companies belonging to the same group of companies or ownership as Returpack.

**19. AMENDMENTS**

Returpack is entitled to, following consultations with relevant industry organizations and supervisory authorities, amend the Agreement with at least three months' notice. Should the Company not accept such an amendment of terms, the Company is entitled to terminate the Agreement in writing no later than two months prior to the amendment entering force. Returpack publishes amendments to the Agreement and news with respect to the Recycling System on Returpack's [website](https://pantamera.nu/) (<https://pantamera.nu/>).

**20. LAW AND DISPUTES**

Regardless of choice of law rulings, Swedish law will apply to the Agreement. Disputes arising out of the Agreement will be settled in court with Norrköping District Court as the court of the first instance.