

AGREEMENT NUMBER:

## AGREEMENT

### ABOUT CONNECTION TO RETURPACK'S RETURN SYSTEM

#### (COMPANY WITH COMPRESSING REVERSE VENDING MACHINE)

The following companies ("**the Company**") hereby enter into an agreement with Returpack-Burk Svenska AB, corporate identity number 556218- 9117, and Returpack-Pet Svenska AB, corporate identity number 556478-4204 (hereinafter collectively referred to as "**Returpack**") on connection to Returpack's return system ("**the Agreement**"). Through the Agreement, the Company undertakes to handle and hand over returned packaging to Returpack in accordance with this Agreement upon receiving the deposit compensation and Handling Fee. The agreement enters into force when it has been signed by the Company and approved by Returpack and shall be applied from the date specified by Returpack. The agreement then applies until further notice with a mutual notice period of two months. Termination must be in writing. This Agreement supersedes all previous agreements or arrangements between the Company and Returpack regarding those to which the Agreement relates. The agreement is conditional on the Company being registered for F-tax and VAT.

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The Company

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The Company's corporate identity number

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Street Adress, Box

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ZIP code, City

Date:

FOR THE COMPANY

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Name clarification

## **AGREEMENT ABOUT CONNECTION TO RETURPACK'S RETURN SYSTEM**

### **1. BACKGROUND**

- 1.1 Returpack provides and administers a return system ("the Return System") for the recovery and recycling of plastic and metal beverage packaging. The Return System is approved by the Swedish Board of Agriculture in accordance with ordinance (2005: 220) on return systems for plastic bottles and metal cans. The return system may change during the contract period, e.g. due to technical developments or due to law or government regulation.
- 1.2 Returpack offers anyone who owns a Reverse Vending Machine that takes back used beverage packaging from consumers to join the Return System and thereby receive a Deposit and Handling Fee for the Packaging that the Company handles and hands over to Returpack.
- 1.3 The level of the deposit and model for calculating the level of handling compensation is determined by Returpack's board, with representation of Returpack's owners. The handling Fee aims to provide compensation for the average costs that arise in the store level in connection with deposit receipt and handling in accordance with an agreement between Returpack's owners. The Company is the owner of one or more Stores where the Company has had one or more Reverse Vending Machines installed and has entered into an agreement for connection to Returpack's Return System (the "Agreement"). These general terms and conditions apply to the Agreement.
- 1.4

### **2. DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meanings.

**"Other Packaging"** refers to such packaging other than Cans and Bottles that Returpack's Board decides can be returned to Reverse Vending Machines. Information about Other Packaging that can be returned in Reverse Vending Machines can be found on Returpack's website;

**"The Agreement"** refers to this agreement on connection to the Return System (including the agreement side with the Company's signature);

**"The Company"** means the legal entity with which Returpack has entered into this Agreement;

**"Can"** refers to a metal can that is part of the Return System;

**"Store"** refers to a store or premises where the Company has had one or more Return ATMs installed;

**"Bottle"** means a bottle in plastic or metal that is part of the Return System;

**"Packaging"** means Cans, Bottles and Other Packaging;

**"Handling Fee"** refers to the Handling Fee that the Company receives from Returpack for the Packaging that the Company handles and hands over to Returpack. Current Management Compensation is available on Returpack's website;

**"Technical specification"** refers to the technical requirements that Returpack sets for Reverse Vending Machines so that these can be included in the Return system. The technical specification can be found on Returpack's website;

"**Cargo carrier**" means Returpack approved collection containers, bags and cartons for the collection of Packaging;

"**Deposit**" refers to the deposit amount that applies to Cans and Bottles. The current Deposit is available on Returpack's website. VAT is added to the deposit;

"**Party (ies)**" means the Company and/or Returpack;

"**Reverse Vending Machine**" refers to a compressing return machine that the Company has had connected to the Return System;

"**Returpack**" refers to Returpack-Burk Svenska AB (corporate identity number 556218-9117) and Returpack-Pet Svenska AB (corporate identity number 556478-4204);

"**Returpack's website**" refers to a website where relevant information about the store agreements is collected and accessed via a link <http://www.returpack.se/butiksavtal>;

"**The Return System**" refers to Returpack's return system for taking back and recycling cans and bottles.

### **3. DESCRIPTION OF THE RETURN SYSTEM**

- 3.1 The Return System means that producers, wholesalers and importers of ready-to-drink beverages connect Cans and Bottles to the Return System and pay a fee linked to the can or bottle (hereinafter referred to as "**Deposit**") and any fees to Returpack. The Deposit then follows the Can and the Bottle in such a way that the Company pays the Deposit to the producer, wholesaler or importer and the consumer pays the Deposit to the Company. When the consumer returns the used Car or Bottle to the Company, the Company repays the Deposit to the consumer. Control takes place i.a. by the Reverse Vending Machine scanning the Can's or Bottle's EAN code to ensure that it is included in the Return System.
- 3.2 The Reverse Vending Machine counts the number of returned Cans and Bottles and compresses them, after which the Cans and Bottles are collected and kept available in the Load Carrier designated by Returpack by the Company for collection. Returpack compensates the Company for the Deposit and pays a Handling Fee for the returned Cans and Bottles in accordance with this Agreement. The ownership of the Cans and Bottles is transferred to Returpack when the Packages have been handed over to the collecting party.

### **4. FUNCTION OF THE REVERSE VENDING MACHINE ETC.**

- 4.1 The company is responsible for ensuring that the Reverse Vending Machine meets the technical requirements during installation in accordance with the Requirements Specification for reverse vending machines that Returpack sets up for connection to the Return System and that the Reverse Vending Machine is set in the manner specified by Returpack. The Company undertakes to only hire a supplier or reseller of reverse vending machines that has an agreement with Returpack and install machines that are certified by Returpack for connection of the Reverse Vending Machine to the Return System. The current technical requirements specification, certified machines as well as suppliers and manufacturers with agreements are available on Returpack's website. The company is responsible for ensuring that the Reverse Vending Machine is in fully functional condition. In the event of a fault or defect in the Reverse Vending Machine or in its equipment, the Company shall as soon as possible take reasonable measures to ensure that the fault or defect is eliminated.
- 4.2 The Company must place the Reverse Vending Machine easily accessible and with a clearly visible reference for consumers and keep the Reverse Vending Machine and the area around the Reverse Vending Machine in a clean and well-kept condition. The Reverse Vending Machine must be available to consumers in accordance with the store's opening hours.

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## **5. COLLECTION AND STORAGE OF RECOVERED PACKAGING**

- 5.1 The Company must receive all Packaging that a consumer wants to return in the Reverse Vending Machine and refund the Deposit. If there is a request for cash payment from the consumer, such payment to the consumer shall be made either via cash payment or via account deposit, card deposit or other digital payment solution that the Company applies and which the consumer can receive. The consumer's receipt must have a validity period of at least 6 months.
- 5.2 The Company is responsible for ensuring that the Packaging returned in the Reverse Vending Machine are collected, stored and handled in the Load Carriers that Returpack agrees for each Store, and that meet the requirements Returpack places on Load Carriers. The company must change Load Carriers when the Load Carrier in the Reverse Vending Machine is full and store returned Packaging in a safe and hygienic manner. The Company shall ensure that each Store has sufficient storage space for the number of Packages that the Company handles in that Store at normal flow. If the Store's Load Carriers consist of containers, Returpack shall provide adequate advice to the Company on the number of Load Carriers that the Store needs and how these are to be handled. The Company shall buy the containers from Returpack at cost price. If the Store's Load Carriers consist of bags or cartons, the Company must, before the Company hands over full Load Carriers to the collecting party, mark the bags and cartons in accordance with Returpack's instructions. The bags and cartons must meet Returpack's requirements specification. Instructions for handling Load Carriers, marking and requirements specification can be found on Returpack's website.
- 5.3 The Company is responsible for ensuring that the Carriers only contain Packaging that has passed through the Return Machine and nothing else, and that the Packaging is stored in two separate Carriers, one for Metal Packaging and one for Plastic Packaging or according to the method prescribed by Returpack.
- 5.4 In the event of a fault in the machine or in the event of exceptionally large volumes, for example in connection with a festival or local event, the Company may temporarily refuse to accept packaging until extra collection or repair has been completed. The Company must immediately inform Returpack if there is a need for extra collection in order to remedy the shortage.

## **6. PICK-UP OF RECOVERED PACKAGING**

- 6.1 Returpack and the Company agree on the collection method in the respective Store. Collection of packaging can be done in three different ways, emptying containers or bags in so-called compactor trucks, collection of cartons or bags by the store's wholesaler or beverage supplier and collection of compacting containers.
- 6.2 Collection of returned packaging takes place at a time and place that has been agreed between the Company and the collecting party. When picking up with a compactor truck, Returpack plans the pick-ups in a route planning based on pick-up points, estimated volumes, driving times in order to achieve an optimal pick-up schedule with regard to service, environment and costs. In connection with the route planning, Returpack shall, as far as possible, satisfy the wishes of individual companies (Stores).
- 6.3 The Company is responsible for keeping the Packaging available for collection at the time of collection. If collection takes place with a compactor truck, Returpack, in consultation with the Company, determines the number of collection opportunities depending on the amount of Packaging the Company handles in each Store. Returpack is responsible for picking up to the required extent.
- 6.4 At each pick-up occasion in each Store, the Company must hand over all Packaging that the Reverse Vending Machine has taken back since the previous pick-up time, with the exception of Packaging that is in the Load Carriers that are currently used in the Reverse Vending Machine and which are not yet full. If collection takes place with a compactor truck, Returpack shall ensure that the Company receives a confirmation of the number of emptied Load Carriers via Returpack's customer website.

- 6.5 In the event of any changes in the collection schedule for the compactor truck or for the collection of the compacting container, Returpack shall agree on this with the Company in good time and no later than 1 week before the planned collection.
- 6.6 If Returpack fails in its commitment to pick up the packaging at the agreed time and place by means of a compactor truck or via a compacting container, Returpack shall immediately arrange for extra collection in consultation and agreement with the Company and compensate the Company for reasonable and verifiable additional costs incurred.
- 7. PAYMENT OF DEPOSIT AND HANDLING FEE**
- 7.1 With each can and bottle comes a deposit. When the Company returns the Can or the Bottle to Returpack, the Company is entitled to a refund of the Deposit that accompanies the Can or the Bottle. VAT is added to the deposit. The applicable Deposit amount is available on Returpack's website.
- 7.2 The Handling Fee is the compensation Returpack pays to the Company for the Company collecting, storing, handing over and otherwise handling returned Packaging in accordance with this Agreement. A model for calculating the level of Handling Fee is established by Returpack's Board, with representation of Returpack's owners. The handling fee aims to provide a compensation for the average costs that arise in the store management in connection with deposit receipt and handling in accordance with an agreement with Returpack's owner. In accordance with the established calculation model, a revision of the Handling Fee takes place before each new calendar year based on cost forecast and estimated number of packages for future years. Current Handling Fee is available on Returpack's website.
- 7.3 Returpack reads information from the Reverse Vending Machine at least once a week. If Returpack does not succeed in obtaining information from the Reverse Vending Machine during the first reading attempt, two more reading attempts are made. If Returpack does not receive information from the Reverse Vending Machine during any of these three attempts, Returpack will notify the Company in writing within four working days. Returpack will then make new attempts to read information from the Reverse Vending Machine the coming week. Returpack continues to notify the Company of missing information from the Reverse Vending Machine for a maximum of six weeks in a row, after which no further notifications will be sent. The company is responsible for maintaining a communication connection at all times that enables reading of information from the Reverse Vending Machine.
- 7.4 Returpack shall, based on the information that Returpack receives from the reading of Reverse Vending Machine, compile a payment file and thereafter compensate the Company for Deposit and Handling Fee. Applicable Deposit and Management Compensation is available on Returpack's website. For Cans and Bottles Deposit and Handling Fee is paid and for Other Packaging Handling Fee is paid.
- 7.5 Payment of Deposit and Handling Fee normally takes place during the same week as Returpack receives information from the Company to the Company's plus or bank giro account, provided that the payment exceeds SEK 100. The payment of up to SEK 100 remains as a debt to the Company and will be paid together with the next payment as soon as the total amount exceeds SEK 100. The compensation of Deposit and Handling Fee is preliminary and conditional on the Company handing over the Packages for which compensation has been paid to Returpack in accordance with this Agreement.
- 7.6 If the Company fails in its obligations regarding the Reverse Vending Machine's function (item 4), collection and storage of returned Packages (item 5) or collection of returned Packages (item 6), Returpack may refuse to pick up Packaging and withhold payment of all or parts of the Company's Deposit and Handling Fee, however, only in reasonable proportion to the shortfall.
- 7.7 Once a month, Returpack reports a summary regarding paid Deposit and Handling Fee to the Company at store level. The company has the opportunity to control the accuracy of

Returpack's monthly summary by comparing the summary with the emptying receipts that the Company receives from the Reverse Vending Machine. If the Company considers that Returpack's compilation is incorrect, the Company shall notify Returpack in writing as soon as possible. The Company is not entitled to make errors that have not been notified in writing to Returpack within 12 months of the Company receiving Returpack's summary.

- 7.8 If information about returned Packaging in the Reverse Vending Machine has been irrevocably lost, Returpack may, at the Company's request, compensate the Company for returned Packaging in accordance with a pre-established model based on the best possible available historical information (emptying receipts and retrieved volumes) regarding the Reverse Vending Machine (i.e broken down at automatic level). However, Returpack and the Company shall, within their respective areas of responsibility, take all necessary measures as soon as possible to ensure that such errors do not recur. Such standardized compensation is paid within a period of no more than 60 days.
- 7.9 If it turns out that the number of Packaging read from the Reverse Vending Machine exceeds the number of Packaging that Returpack has received from the Company, Returpack has the right to recover from the Company the paid Deposit and Handling Fee for exceeded number of Packaging. Returpack always has the right to recover from the Company paid Deposit and Handling Fee for Packaging corresponding at least to the difference between the number of Packaging for which the Company has received Deposit and Handling Fee and the number of Packaging that reasonably fits in the Cargo Carriers that the Company has handed over to the collecting party. An investigation of the actual fact must take place before a decision on repayment is made. Returpack's right according to this section does not apply if Packaging has been lost during transport from the Store to Returpack.
- 7.10 If Returpack considers that an inaccurate Deposit and Management Fee has been paid to the Company in accordance with clause 7.9, Returpack shall notify the error in writing to the Company. Returpack is only entitled to recover the Deposit and Management Fee if Returpack notifies the Company of the error within 12 months of Returpack paying the incorrect amount of Deposit and Management Compensation.

## **8. RESPONSIBILITY FOR INFORMATION FROM THE REVERSE VENDING MACHINE ETC.**

- 8.1 The Company is responsible for ensuring that the information that Returpack receives through reading the Reverse Vending Machine is correct and corresponds to the number of Packaging that the Company returns to Returpack. The company is also responsible for direct damage caused to Returpack due to errors or deficiencies in the Reverse Vending Machine or other technical equipment.
- 8.2 Returpack is responsible for keeping the Reverse Vending Machine's item register up to date. Returpack is not liable for damage that occurs due to errors in the Return Automatic or due to errors or interruptions in the communication connection with the Reverse Vending Machine.

## **9. SUSPENSION OF REVERSE VENDING MACHINE ETC.**

- 9.1 Returpack may temporarily shut down a Reverse Vending Machine from the Return System, or suspend or impose restrictions on certain items, if Returpack has reasonable grounds to assume that there are errors or deficiencies in the Reverse Vending Machine or other technical equipment or that the Return System is exposed to fraud (or attempts to do so). If Returpack closes a Reverse Vending Machine or an item, or imposes restrictions on an item, Returpack shall immediately notify the Company of the suspension or restriction.
- 9.2 At Returpack's request, the Company shall actively contribute to trace and eliminate any fraud of the Return System (or attempts to do so).



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## **10. REVISION**

- 10.1 Returpack may to a reasonable extent (however at least once per calendar year) verify that the Deposit and Handling Fee paid to the Company is correct and otherwise check compliance with this Agreement and that the Return System is not exposed to fraud. The company must be able to provide copies of documents on request, e.g. deposit receipt reports, report from the assistance button, etc., which Returpack requests and otherwise participate in Returpack's review. The return package must treat all submitted documents with confidentiality.
- 10.2 If Returpack upon inspection according to clause 10.1 finds that (i) the Company's compensation is incorrect and this is due to the Company being in bad faith or negligent, or (ii) that the Company fails in its obligations under this Agreement, the Company shall compensate Returpack for Returpack's reasonable costs associated with the control.

## **11. LIMITATION OF LIABILITY ETC.**

- 11.1 Party's liability under this Agreement is limited to direct damage caused by Party to the other Party. Party is not responsible for indirect loss, e.g. lost trading profit, reduced sales or lost goodwill.
- 11.2 Party is free from liability when loss, damage or delay was caused by a circumstance that Party could not reasonably be expected to have anticipated and whose consequences Party could not reasonably have avoided or overcome (force majeure). If force majeure lasts more than three months, each Party shall have the right to terminate this Agreement in writing with immediate effect. It is the responsibility of a Party wishing to invoke force majeure for exemption from obligation to notify the other Party in writing without delay. The same shall apply when a circumstance which a Party has invoked to release from obligations is terminated.

## **12. IMMATERIAL RIGHTS**

All immaterial rights, including copyright, patent rights and trademark rights to the Return System and related knowledge of methods, use and other know-how, are added to Returpack. The same applies to all information about returned Packaging that are collected in and read from the Reverse Vending Machine, including Returpack's customer register, transaction register (deposit data) and item register. This Agreement does not imply that the Company will have the right to or the right to use the Return System, knowledge thereof, or information about returned Packaging in any other way than what is expressly stated in this Agreement.

## **13. SECRECY**

- 13.1 Each Party undertakes, during the term of the agreement and for a period of five years thereafter, to observe confidentiality with regard to information of a confidential nature regarding the other Party that comes to the Party's knowledge. The obligation of confidentiality does not apply to:
- (a) information that was or has become publicly available, provided that this has not been done in violation of this Agreement;
  - (b) information already known to the receiving Party;
  - (c) information obtained by a third party not bound by any secrecy obligation; or
  - (d) providing information required by an authority's decision or order, by listing agreement on a stock exchange or other trading venue or by mandatory law, or to exercise its right under this Agreement.
- 13.2 Notwithstanding the foregoing, Returpack has the right to i) freely provide information (regardless of whether such information is considered confidential or not) to companies that are part of the same group as Returpack, provided that such company undertakes to

process such information with the same degree of confidentiality as applies to Returpack, ii) freely provide information about the number of connected and withdrawn Packaging that the Company handles under this Agreement to third parties, if the purpose of providing information is to disseminate statistics, and iii) continuously provide information regarding the number of connected and returned Packages (per EAN code) to the Swedish Board of Agriculture.

#### **14. TRANSFER OF THE AGREEMENT**

Party may not, in whole or in part, assign or deposit its rights and/or obligations under this Agreement without first obtaining the other Party's written consent. Returpack shall not, without reasonable cause, object to the Company transferring its rights and obligations under this Agreement. Returpack may transfer all its rights and obligations under this Agreement to companies that are part of the same group as Returpack.

#### **15. CHANGES**

15.1 Returpack has the right to amend this Agreement with at least six months' written notice, following a decision by Returpack's Board of Directors.

15.2 If Returpack decides to change the requirements Returpack sets for already installed Reverse Vending Machines in order for these to continue to be included in the Return System, Returpack must notify the Company in writing of changes to the requirements at least 24 months before the change takes effect. The Reverse Vending Machines are normally depreciated over 7 years. If a change in the requirements for the Reverse Vending Machines means that these need to be replaced before the depreciation period ends, Returpack shall compensate the store for the difference that has arisen for the undepreciated period. Returpack shall, where applicable, pay such compensation no later than 90 days from the date when the size of the Company's compensation is finally determined.

15.3 If the Company does not accept such a change in terms as stated in clauses 15.1 and 15.2, the Company shall terminate this Agreement in writing. Such termination shall take place no later than one month before the new terms enter into force. If such termination has not taken place, the Company shall be deemed to have accepted the new content of the agreement. Returpack also publishes amendments to this Agreement and news about the Return System on Returpack's website (<http://www.returpack.se>), which, however, does not affect Returpack's above stated obligation to give notice in writing of changes to the Agreement.

15.4 Decisions on changes to the Deposit Amount and model for Handling Fee are made by Returpack's Board, with representation of Returpack's owners

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

16.1 Party may terminate this Agreement in writing with immediate effect if the other Party commits a material breach of contract, provided that the terminating Party has previously given the other Party a 14-day period to make a correction - insofar as a correction is possible - and that has not happened.

16.2 Party may further terminate this Agreement with immediate effect if the other Party is declared bankrupt, cancels its payments, enters into composition negotiations, enters into liquidation or may otherwise be considered insolvent.

#### **17. CONSEQUENCES OF TERMINATION OF THE AGREEMENT**

Provisions of this Agreement which by their nature extend beyond the termination of this Agreement shall continue to apply after the termination of this Agreement. Termination of the Agreement does not release the Party from liability for breach of contract committed before the time of termination of the Agreement.



**18. LAW AND DISPUTES**

18.1 This Agreement is governed by Swedish law.

18.2 Disputes in connection with this Agreement shall be decided by a general court with Norrköping District Court as the first instance.

VERSION 2017-06-01