

## Chapter 1: General provisions

### 1. General

- 1.1. These General Terms and Conditions ("GTC") shall apply to any Agreement regarding hire of CC Eurocontainers as well as services pertaining to the CC Eurocontainers, including but not limited to, participation in the CC Eurocontainer System negotiated and/or concluded between any Customer and CC disregarding any conflicting, contrary or additional terms and conditions in any request for tender, order or other communication from the Customer.
- 1.2. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by CC unless and until CC expressly confirms acceptance thereof in writing.
- 1.3. In these GTC the following terms will be used in the following sense, unless otherwise explicitly indicated:
  - Agreement:** any agreement regarding CC Eurocontainers conducted between CC and the Customer consisting of, among other things, hire and/or sale;
  - CC:** Container Centralen A/S with its office at Sanderumvej 16, DK-5250 Odense SV, Denmark, and/or local offices and/or its subsidiaries and/or affiliated companies;
  - CC Eurocontainer(s):** a wheeled, metal reusable transport item, equipped with Container Centralen logo and markings; size 810 mm x 608 mm x 1285 mm or 1850 mm including components such as, but not limited to, shelves and posts and also equipped with Identification Marks;
  - CC Eurocontainer System:** Pool of CC Eurocontainers identified with the Identification Marks and managed by CC;
  - Customer:** a party contracting with CC and participating in the CC Eurocontainer System;
  - day:** a calendar day;
  - Hire Agreement:** any Agreement regarding the rent/lease of CC Eurocontainers in the CC Eurocontainer System;
  - Identification Marks:** any mark or device applied to CC Eurocontainers by or according to agreement with or instruction from CC identifying equipment as a part of the CC Eurocontainer System including, but not limited to, the metal identification plates;
  - Initial Contract Period:** the first period mentioned in the Agreement starting at the effective date if and insofar this is mentioned in the Agreement;
  - IPR:** Intellectual Property Rights: all intangible rights such as but not limited to, trademark industrial design, technical information, copyrights, rights to the logo, regardless whether registered or not;
  - Other Contracting Parties:** Other/third parties entered into an agreement with CC concerning the rent/lease and/or participation in the CC Eurocontainer System;
  - Party:** either Customer or CC
  - Parties:** both Customer and CC
  - Pool Fee:** yearly fee regarding the participation in the CC Eurocontainer System including the access to repair and maintenance of the CC Eurocontainers hired and/or owned by the Customer;
  - Pool Fee Agreement:** any long term Hire Agreement subject to Pool Fee;
  - written/in writing:** any communication and/or correspondence recorded in writing and/or electronically;
- 1.4. The GTC amends and prevails over any general terms and conditions issued prior to the date hereof pertaining to the Agreements.
- 1.5. The Customer's use or disposal of CC Eurocontainers shall result in unconditional acceptance on the application of these GTC, further the Customer shall be liable for any use or disposal of a CC Eurocontainer by a third party permitted, accepted or made possible by the Customer.
- 1.6. Any amendments to and/or deviations from these GTC are only valid if they are confirmed by CC in writing. Any deviations from these GTC in relation to the Agreement will never give the Customer the right to invoke such deviations at a later time or to claim the applicability thereof on other agreements.
- 1.7. Any possible failure of CC at any time to require performance of any provision or to resort to any remedy provided in these GTC and/or

- 1.8. under any Agreement shall in no way affect the right of CC to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by CC of a breach be deemed to be a waiver of any subsequent breach.
  - 1.8. If one or more provisions of these GTC and/or the Agreement are declared null and void or non-binding, or are cancelled, the other provisions in these GTC and/or the Agreement will remain valid. In such case, it is the intention of the Parties to replace the null and void or non-binding provision with a valid provision that approximates the original intention of the provision in question as much as possible.
  - 1.9. CC is authorised to amend these GTC unilaterally. Upon amendment, the amended conditions shall apply to the Agreement. If the Customer cannot accept the amendment, it can terminate the Agreement by written notice within 30 days after publication on CC's website of the amendment, taking into account a notice period of 30 days.
  - 1.10. If multiple-language versions of the Agreement and/or the GTC have been issued, the English version shall prevail.
- ### 2. Offers, Agreement and Performance
- 2.1. Requests and orders from the Customer shall only be binding on CC upon the Customer's receipt of CC's written order confirmation. Further any offer or quotation made by CC is not binding on CC until a written order confirmation has been issued by CC.
  - 2.2. The Customer may only accept an offer in full and in its original contents. Any partial acceptance of an offer and/or any adjustments to an offer made by the Customer shall not be binding upon CC unless subsequent written approval hereof is submitted by CC to the Customer.
  - 2.3. Agreements and all amendments and additions thereto are only binding on CC if agreed upon in writing.
  - 2.4. CC is entitled to perform its obligations under any Agreements by means it deems appropriate e.g. CC may use both local and foreign subsidiaries and/or affiliated companies for the performance of the contractual obligations and for invoicing the costs/fees thereof.
- ### 3. Payment / Pricelist
- 3.1. All prices are exclusive of VAT and based on delivery Ex Works (from a depot assigned by CC) in accordance with the Incoterms 2010.
  - 3.2. CC is entitled to amend its pricing once a year. In the event that the Customer disagrees on a price adaption, the Customer shall be entitled to terminate the Agreement within 30 days after amendment, taking into account notice period of two months.
  - 3.3. For Pool Fee Agreements, the Customer is charged a Pool Fee and will be pre-billed on the first weekend of the month of any contract (year) and/or contract renewal. For Hire Agreements the Customer is charged the rental fee pre-billed at the start of any contract or renewal.
  - 3.4. Unless direct debit is agreed, all payments will be settled after 14 days of the date of invoice.
  - 3.5. Unless the Customer complains in writing within 14 days after the date of the invoice or in case the Customer makes a payment pertaining to an invoice, the invoice is deemed to have been approved by the Customer. The Customer then loses his rights to contest the invoices and is obliged to pay the invoices in accordance with Article 3.6.
  - 3.6. The Customer shall pay all invoices related to any Agreement in full without any suspension or deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise. No payment shall be deemed to have been received until CC has received cleared funds.
  - 3.7. If the Customer does not pay the invoices in time or if a direct debit cannot be executed successfully for reasons beyond CC's control, the Customer shall be in default and automatically be due all CC's extrajudicial collection costs of at least 15% of the principal amount due and the statutory commercial interest in accordance with applicable EU-legislation (2011/7/EU) or at least an interest at the European Central Bank refinancing rate annually.
  - 3.8. CC is entitled to demand on its own discretion for surety for payment, among other things via a pledge or security interest. Furthermore, CC is entitled to inform its credit insurance and/or debt

information/collection company in detail in case of overdue payments.

- 3.9. In case of overdue payments, CC is entitled to withhold and/or suspend any of its performance and/or of its contractual obligations to the Customer.

#### **4. Ownership and Intellectual property rights**

- 4.1. All CC Eurocontainers belong to CC and shall remain the property of CC. All IPR regarding the CC Eurocontainers, Identification Marks always belong to CC and shall remain the property of CC.
- 4.2. The CC Eurocontainers shall not be painted or in any other manner be provided with identifying marks, symbols or lettering other than the labelling applied by CC. Except in case of a relabelling campaign, labelling or marking of the CC Eurocontainers provided by CC may not be changed or removed.
- 4.3. If a third party infringes IPR of CC, the Customer will immediately notify CC of this in writing. The Customer will assist CC in protecting its IPR and provide the required information and render assistance for that purpose.

#### **5. Duration and termination of the Agreement**

- 5.1. The Agreement shall be in effect from the starting date stated in the Agreement (the effective date).
- 5.2. Unless stated otherwise, the Agreement will be effective for an indefinite period.
- 5.3. Both fixed term Hire Agreements and seasonable Hire Agreements will be terminated automatically on the expiration date.
- 5.4. Either Party can terminate the Agreement in writing with the observance of a period of notice of six (6) months. However, the Agreement cannot be terminated by the Customer during the Initial Contracting Period or in case of a fixed term Agreement, during the first fixed term.
- 5.5. Termination by the Customer in accordance with Article 5.4 does not entitle the Customer to any refund and/or crediting of the contract payments that have been made and/or payable.
- 5.6. Termination by CC in accordance with Article 5.4 entitles the Customer to a pro rata refund of certain contract payments that have been made. Refund of the Pool Fee will be based on the remaining contract period. The refund of rental fees only applies to long term Hire Agreements and will be equal to 75% of the paid rental fee in the first year after the starting date of the Agreement, 50% in the second contract year, 25% in the third contract year and 0% in any subsequent contract year.
- 5.7. Immediate termination of this Agreement, with or without notice, such at the discretion of the terminating Party, shall always be possible in the following circumstances:
- a) by either Party in case of non-observance or inadequate fulfilment of the terms of this Agreement by the other Party, insofar as such non-observance or inadequate fulfilment is material. Non-observance or inadequate fulfilment shall always be considered material if the party in default, after being summoned to satisfy its obligations within a reasonable period, should still fail to comply;
  - b) by either Party in case the other Party goes into insolvency, compulsory liquidation or applies for a moratorium;
  - c) by CC in case of sale, winding up of the Customer's business wholly or in part, or when there are any other changes in the Customer's circumstances amongst which 'change of control' which affect the relevant Agreement;
- 5.8. In the event of termination of an Agreement in accordance with the previous provisions 5.7 by CC, the Customer shall not be entitled to a refund of the contract payments that have been made, notwithstanding any other rights of CC as caused by the (early) termination.

#### **6. Product liability**

- 6.1. CC shall not be liable for damage to real and personal property. Further CC shall not be liable for personal injury unless the Customer proves that the injury is attributable to acts or omissions or negligence on the part of CC.
- 6.2. Nothing in these conditions shall limit or exclude CC's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
  - b) fraud or fraudulent misrepresentation;
- 6.3. In the event that a third party makes claims against the Customer regarding product liability the Customer shall inform CC to that effect without delay.

#### **7. Limitation of Liability**

- 7.1. CC shall in case of delay, defects, product liability or any other circumstances arising out of an Agreement not be liable for any indirect damage, incidental damage consequential damage or punitive damage of any nature, including, but not limited to, loss of profit, loss of savings, re-procurement costs, injury to reputation, loss of customers, damage due to business interruption and damage due to malfunction of a business process or of an administrative organization or damage due to missing a deadline and neither for personal injury.
- 7.2. Except in case of wilful intent or deliberate recklessness on the part of CC or its business management, the liability of CC shall at all times be limited to the amount covered and paid under CC's liability insurance, to a maximum of DKK 15.000.000 or EUR 2.000.000, per year.
- 7.3. The Customer is held to indemnify CC and any third parties CC has engaged in the event of any claims by third parties in connection with the use and or disposal / storage of the CC Eurocontainers concerning damage or violation of rights for which the Customer is liable pursuant to the Agreement.

#### **8. Transfer of Right**

- 8.1. Without the written consent of CC, the Customer shall not be entitled to transfer its rights or obligations under this Agreement to any third parties.

#### **9. Survival**

- 9.1. The provisions of Articles 4.1, 7, 10.1 and 10.2 of the GTC will survive the termination or expiration of the Agreement.

#### **10. Governing Law and Venue**

- 10.1. These GTC, any offers and any Agreement between CC and the Customer shall be exclusively governed by and construed in accordance with Danish law without giving effect to any provisions on choice of law leading to the applicability of the rules of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 10.2. Any disputes between or claim made by CC or the Customer arising out of or in connection with the GTC or an Agreement, including any dispute regarding the existence, validity or termination thereof, shall be settled exclusively by the ordinary courts of law in Denmark. The venue shall in first instance be the District Court of Odense (*in Danish: Byretten i Odense*).

### Chapter 2: Provisions concerning the CC Eurocontainers

#### **11. CC Eurocontainer System**

- 11.1. Parties acknowledge that the CC Eurocontainers concerned in the Agreement are part of the CC Eurocontainer System. The CC Eurocontainers are identified with the Identification Marks.
- 11.2. In accordance with the Agreement the Customer is entitled to the use of the amount of contracted CC Eurocontainers from the CC Eurocontainer System.
- 11.3. At any time during the period of the Agreement CC shall maintain, repair, and if needed, replace the CC Eurocontainers covered by the Agreement.
- 11.4. Customer acknowledges that any and all CC Eurocontainers marked with the Identification Marks are and/or become a part of the CC Eurocontainer System and can be used by Other Contracting Parties.
- 11.5. During the term of the Agreement CC reserves the right to exchange the CC Eurocontainers with components and fittings of improved design and make corresponding adjustments of the pricelist.
- 11.6. Parties agree that CC is at all times in the interest of the CC Eurocontainer System entitled to reclaim all CC Eurocontainers from any Other Contracting Party in the event any and/or all agreement(s) with the Other Contracting Party are terminated. The Customer will assist and offer its full cooperation in reclaiming the CC Eurocontainers and provide with the required information and render assistance for that purpose.

#### **12. Hand Out**

- 12.1. CC Eurocontainers will become available for collection by the Customer at the collection depot(s) indicated by CC or if agreed

otherwise delivered to the Customer. In the event delivery at the Customer is agreed, additional fees will be charged.

- 12.2. Any stated delivery date is an estimate. CC will use all reasonable endeavours to meet any stated delivery date. If no date for delivery is specified, delivery shall be made within a reasonable time.

### **13. Book-keeping**

- 13.1. The Customer is obliged to keep accounting records and register and administrate the amount of CC Eurocontainers under any Agreement in an orderly manner in a book-keeping system.
- 13.2. CC is entitled to charge storage costs if and when the Customer maintains positive balance of CC Eurocontainers for more than two weeks at one of the CC depots.
- 13.3. The Customer shall be responsible at all times for keeping track of the CC Eurocontainers with which it has been entrusted and/or register the amount of the CC Eurocontainers in its booking/administration. If any CC Eurocontainers in the possession of the Customer are lost, CC has the right to charge the Customer with replacement of the CC Eurocontainers according to the current pricelist.
- 13.4. When receiving consignments from Other Contracting Parties, the Customer shall sign for the receipt of CC Eurocontainers on demand. Any disagreements between the Customer and Other Contracting parties concerning the number of containers, fittings and posts delivered/received must be reported to the Other Contracting party as soon as possible but no later than the 3rd day after delivery/receipt. CC has nor accepts any obligation to check, mediate or otherwise solve any conflict between its Customers and or Other Contracting Parties in this regard.
- 13.5. The Customer accepts that CC is entitled to inspect the stock of CC Eurocontainers at any time, and to charge additional lease payments or demand compensation from the Customer for missing or extra items and/or components if this stock does not correspond with the Agreement. The Customer will cooperate in monitoring the adherence to the Agreement and these GTC. Supplementary contract payments and compensation fall due for payment immediately on receipt of CC's invoice by the Customer.

## Chapter 3: The CC Eurocontainers and the handling and use thereof

### **14. Handling of the CC Eurocontainers**

- 14.1. The Customer shall store and handle the CC Eurocontainers safely, and shall be held responsible for abuse, misuse and/or any other damage caused to the CC Eurocontainers apart from general wear and tear. The Customer shall be liable for the replacement value of the CC Eurocontainers in case of loss or serious damage, and for any depreciation in value caused by negligent storage or handling.
- 14.2. The CC Eurocontainers may be used in the transport, distribution, storage and display of goods as part of the business activities of the Customer. In either case the Customer shall not be allowed to use the CC Eurocontainers for the conveyance, handling or storage of goods that might contaminate the CC Eurocontainers with any scent, residue or flavour as a consequence of which the CC Eurocontainers could in effect become unsuitable for the intended use and/or the use by third parties.
- 14.3. The CC Eurocontainers may only be used with original CC accessories and spare parts, and vice versa.
- 14.4. The Customer shall ensure that the Customer's staff and the other contracting parties do not subject the CC Eurocontainers to loads greater than the maximum of 500 kg uniformly distributed load (UDL) per CC Eurocontainer or 125 kg UDL per CC Eurocontainer shelf.
- 14.5. The Customer shall take out insurance covering fire and water damage, malicious damage, theft and any other contingent deterioration or loss of leased items, irrespective of whether they are in the possession of the Customer or the possession of any Other Contracting Party. On first demand of CC evidence of insurance and proof of payment of such insurance will be provided to CC.

### **15. Use of the CC Eurocontainers and repair/maintenance**

- 15.1. In connection with the use of CC Eurocontainers by the Customer, the CC Eurocontainers may not be exchanged for containers or component parts other than CC Eurocontainers and corresponding component parts of the CC Eurocontainer System.
- 15.2. The CC Eurocontainers may not be used outside the Customer's business in distribution to and from any third party not participating in the CC Eurocontainer System, unless the CC Eurocontainers in question are immediately used for loading/unloading on the

premises of such third party and then returned to the Customer or the Customer obtains written consent of the regulations set out in these GTC from the relevant third party prior to any such use of the CC Eurocontainers. The Customer will in such case be directly liable towards CC for any misuse, damage, loss or cost of recovery resulting from such third-party-use.

- 15.3. Apart from the circumstances covered by Article 15.2, CC Eurocontainers which are located outside the Customer's company premises or branches may be recalled by CC without paying any compensation to the Customer.
- 15.4. In the event the CC Eurocontainers need repair, maintenance or replacement, the Customer shall inform CC of the fact and send the CC Eurocontainers in question to CC. In return, CC shall place a corresponding number of CC Eurocontainers at the disposal of the Customer. The determination whether a CC Eurocontainer is functional or non-functional will be done according to the standard operation procedures regarding CC Eurocontainers which can be found on the website of CC.

## Chapter 4: Provisions concerning specific Agreements

### **16. Long term Hire Agreements**

- 16.1. CC will make available the (amount of) CC Eurocontainers specified in the Agreement.
- 16.2. CC Eurocontainers under any Agreement may not be sold, mortgaged, pledged as security by the Customer, nor may they be used in any other way that infringes the property rights of CC, nor may the CC Eurocontainers be made the subject of seizure by the Customer's creditors.
- 16.3. On termination of the Agreement for whatever reason, the Customer shall return the number of CC Eurocontainers covered by the terminated Agreement in the condition prescribed in Article 14.1 to the depot mutually agreed between Parties. The CC Eurocontainers shall be returned at the Customer's expense and risk. CC shall be entitled to receive reimbursement of all transport and legal costs ensuing from repossession of the CC Eurocontainers.
- 16.4. In the event the Customer should fail to return the CC Eurocontainers on the termination date, the Customer shall be liable to continue paying a day hire fee in accordance with the actual pricelist.
- 16.5. In so far as any CC Eurocontainers are missing on termination, or in case of damage to the CC Eurocontainers, the Customer shall be liable for the compensation in accordance with the actual pricelist.
- 16.6. Costs for day hire, loss or damage and/or storage shall be computed in accordance with the actual pricelist and shall be payable immediately on receipt of CC's invoice by the Customer.

### **17. Fixed term Hire Agreements**

- 17.1. CC will make available the (amount of) CC Eurocontainers specified in the Agreement.
- 17.2. CC Eurocontainers under any Agreement may not be sold, rented out, leased, mortgaged, pledged as security by the Customer, nor may they be used in any other way that infringes the property rights of CC, nor may the CC Eurocontainers be made the subject of seizure by the Customer's creditors.
- 17.3. Agreements entered into for a fixed term shorter than one year will be terminated automatically on the expiration date.
- 17.4. In the event a fixed term of one year or longer is agreed, and the Customer has not handed in the CC Eurocontainers subject to the Agreement ultimately on the last day of the fixed term, the omission to hand in shall be considered an express intention to continue the Agreement after expiration date for the same term, unless the Agreement has been terminated by either Party with written notice of at least 30 days prior to the expiration date.
- 17.5. After the continuation of the Agreement as described in Article 17.4 either Party can terminate the Agreement in writing with the observance of a period of notice of six (6) months.
- 17.6. On termination of the Agreement for whatever reason, the Customer shall return the number of CC Eurocontainers covered by the terminated Agreement in the condition prescribed in Article 14.1 to the depot mutually agreed between Parties. The CC Eurocontainers shall be returned at the Customer's expense and risk. CC shall be entitled to receive reimbursement of all transport and legal costs ensuing from repossession of the CC Eurocontainers.
- 17.7. In the event the Customer should fail to return the CC Eurocontainers on the termination date, the Customer shall be liable to continue paying a day hire fee in accordance with the actual pricelist.

- 17.8. In so far as any CC Eurocontainers are missing on termination, or in case of damage to the CC Eurocontainers, the Customer shall be liable for the compensation in accordance with the actual pricelist.
- 17.9. The Customer will be liable to paying the then applicable storage fee for any day the CC Eurocontainers are returned earlier than 5 days before the indicated return date.
- 17.10. Costs for day hire, loss or damage and/or storage shall be computed in accordance with the actual pricelist and shall be payable immediately on receipt of the CC's invoice by the Customer.