

## **GENERAL CONDITIONS FOR USERS**

General Conditions applicable to the use of various Euro Pool System Models

Euro Pool System Models must be able to circulate freely. In order to guarantee proper operation of the pool and avoid misuse of the Euro Pool System Models, Euro Pool System is publishing the following General Conditions for users.

### Definitions:

- "Euro Pool System" is the pool operator of Euro Pool System Models.
- "Depots" are locations where - under the management of Euro Pool System - Models are issued and taken back.
- "Lessees" are (legal) persons with whom Euro Pool System has a lease for the use of Euro Pool System Models.
- "Users" are all users of Euro Pool System Models.
- "Models" is the collective name for reusable rigid and foldable containers, BigBoxes, pallets other products of Euro Pool System.

### **General**

1. These General Conditions for users will come into effect as of 01-7-2006.
2. The General Conditions for users of Models apply in all cases in which a user has the Models at his disposition in any way. Having the disposition of the Models implies that the user unconditionally accepts these General Conditions for users and undertakes to comply with the provisions laid down therein. The user is not permitted to make agreements relating to the use of Models, which deviate from these General Conditions.
3. Euro Pool System is entitled to alter the General Conditions for users. The change will come into effect within a reasonable term, after the altered General Conditions for users have been announced setting out the date when the altered General Conditions for users will come into effect.
4. The Models will remain the property of Euro Pool System and are not intended for sale. The issue or transfer of Models will never lead to transfer of title. In order to make the ownership rights of Euro Pool System clear, the Models will carry the Euro Pool System logo, the abbreviation "VPZ" or the word "Pool".

### **Deposit**

5. A deposit is at all times owed upon receipt of the Models. Euro Pool System reserves the right to alter the amount of the deposit.
6. The user is obliged to charge the deposit separately on his invoices.

### **Use**

7. The user may only use the Models for the trading and transporting of products. Storage in the Models is not permitted. It is not permitted to use the Models for products, which are harmful to the environment or harmful to the health of people and animals.
8. Models which are filled with product must set out, on or in the Models, under whose responsibility they were filled - e.g. by means of a label or a specification of the contents - whereby the sorting and packing station or otherwise the location where the Models were filled is specified. If this obligation has not been performed, Euro Pool System will assume that the user filled the Models and will hold the user liable for any damage, which Euro Pool System suffers in consequence thereof.
9. The user is obliged to set out the number and type of the Models on all relevant documents (bills

- of lading, delivery notes, invoices, etc.).
10. Rigid Models  
The user is obliged to return empty Models only to his suppliers or depots. The user is explicitly prohibited from reusing empty Models, unless the user has signed a contract with Euro Pool System allowing such use.
  11. Foldable Models  
The User is obliged to return empty Models folded in exclusively to the Depots.  
Insofar as the user does not himself return empty Models to a depot, the user must ensure that the Models are at a location where Euro Pool System can pick them up by lorry. The User is explicitly prohibited from reusing empty Models, unless the User has signed a contract with Euro Pool System allowing such use.
  12. Insofar as the user does not himself return empty Models to a depot, the user must ensure that the Models are at a location where Euro Pool System can pick them up by lorry. The User is explicitly prohibited from reusing empty Models, unless the User has signed a contract with Euro Pool System allowing such use.
  13. The user is obliged to properly maintain and transport the Models.
  14. The user is obliged to return the Models to the depot empty, undamaged (damage includes staples or the non-removal of stickers), sorted by type and on permitted pallets. In the event of non-performance of this obligation Euro Pool System has the right to deduct the costs of emptying, transporting and repairing the Models and removing stickers and staples and the like from the deposit.

### **Final provisions**

15. In the event the user trades on Models to third parties, the user is obliged to make these third parties familiar with the General Conditions for users. If the user does not perform this obligation, the user is liable for the damage, which Euro Pool System suffers in consequence thereof.
16. The user will permit Euro Pool System's representatives to access his buildings and lands during the usual working hours and will cooperate in monitoring the compliance with these General Conditions.
17. Any agreements made separately from these General Conditions between the user and Euro Pool System will prevail over these General Conditions.
18. If the user acts contrary to these General Conditions, Euro Pool System has the right to forbid the user to use the Models any longer, without prejudice to Euro Pool System's other rights.
19. Euro Pool System is not liable for direct or indirect damage, which the user might suffer under the heading of the use of Models, other than directly as the result of intent or gross negligence of Euro Pool System.
20. These General Conditions for users and all other agreements or legal conditions between Euro Pool System on the one part and users on the other are exclusively subject to Dutch law. All disputes ensuing from these General Conditions and other agreements will exclusively be brought before and adjudicated by the competent court in The Hague, The Netherlands.