



ReCykla

TERMS OF SALE AND DELIVERY

1. GENERAL CONDITIONS AND SCOPE OF THE AGREEMENT

- 1.1. In the present terms of trade, "ReCykla" shall be defined as ReCykla ApS, CVR No. 42 34 43 11, and the "Client" shall be defined as the party who has concluded an agreement with ReCykla.
- 1.2. The present general terms shall apply to any and all client relations, including any form of trade, contractual relations or similar arrangements between ReCykla and the Client. The Client shall confirm upon conclusion of the agreement that they are trading as a commercial operator.
- 1.3. Agreements shall only be concluded with commercial operators, and the Client shall confirm upon conclusion of the present agreement that they are a commercial operator.
Against this background, no cooling-off period shall apply to the conclusion of the present agreement.
- 1.4. Variation from these terms shall only be allowed to the extent that the Client and ReCykla have issued an explicit intent to vary from the present terms and stated such intent in a separate agreement in connection with the offer quoted by ReCykla.

2. THE PRODUCT

Web platform

- 2.1. ReCykla shall offer access to a web platform which assists the Client in the registration and documentation of packaging, scoring of packaging and calculation of the related tax based on price estimates, suggested improvements, tax reductions and increase of packaging circularity along with consumption reports for reporting purposes, including the related packaging data history.
- 2.2. Access to the web platform shall be granted in the form of a continuing subscription plan. The Client shall have sole access to the web platform while the subscription plan is in force.
- 2.3. The system shall be updated on a regular basis with the most recent legislation, guidelines and requirements, and notifications of such updates shall be sent out via the system. Updates should not be expected to occur with immediate effect but will be implemented as soon as practicable based on the most recent available guidelines, rules, regulations and legislation.
- 2.4. ReCykla shall be entitled to update the software on an ongoing basis. Further, ReCykla shall be entitled to change the composition and structure of the software and services. To the widest possible extent, such updates, improvements and changes shall be implemented with due notice and may affect services, including information and data uploaded to or issued by the software.
- 2.5. The subscription includes technical support for the use of the web platform. Consultancy services, however, are not included. Technical support shall only be available during the ReCykla support team's opening hours in force from time to time.
- 2.5.1. Technical support shall be defined as ReCykla's assistance in relation to granting access to the platform and/or remedial action/assistance in connection with web platform errors.
- 2.6. ReCykla shall be entitled to offer certain software components as additional services not included in the Client's basic subscription plan.
Consultancy services
- 2.7. In addition, ReCykla's consultants shall provide consultancy services on the Client's request. Such consultancy services shall not be included in the continuing subscription but shall be offered as an additional service.
- 2.8. Consultancy services shall be paid according to prior separate agreement.
- 2.9. ReCykla shall endeavour to respond to any inquiries as soon as possible but shall not offer a guaranteed administration/response time.

3. CONCLUSION OF AGREEMENT

- 3.1. For conclusion of the agreement, ReCykla shall forward an offer including the present terms of trade. These shall be confirmed by the client, and the final agreement shall then be deemed to have been concluded in accordance with the offer quoted and the present terms of trade.

4. PRICES AND PAYMENT

- 4.1. Unless otherwise specified, all prices shall be stated exclusive of VAT and any taxes.
- 4.2. ReCykla shall be entitled to adjust the agreed payment with effect from the commencement of a new subscription period. The Client shall receive information regarding any price adjustments no later than 90 days before a new subscription period commences.
- 4.3. Invoices shall be issued before the agreement becomes effective/before the new subscription period, and payment shall occur cash on delivery using the payment method specified.
- 4.4. In case of non-payment, ReCykla shall be entitled to levy a dunning charge in accordance with the Danish Act on Interest on Overdue Payments (*renteloven*). Further, ReCykla shall be entitled to charge interest at a rate of 1.5 per cent per month or fraction of a month calculated from the due date until payment has been made. Similarly, ReCykla shall be entitled to claim payment for other costs in accordance with the regulations in force from time to time.
- 4.5. The Client may not perform setoffs, and no right of retention or refusal of payment may be used on account of delays, complaints, or counterclaims in relation to one or more services supplied.
- 4.6. ReCykla shall be entitled to withhold the Client's access and the Client's data access as security for any claims which ReCykla may have against the Client.

5. TERMINATION

- 5.1. Termination of continuing agreements shall be subject to notice by the Client no later than 30 days before the expiry of a contract/term. If such notice is not given, the agreement shall be renewed/extended by a term equivalent to the previous term.

- 5.2. Any agreements concluded between the parties may be terminated by ReCykla subject to 3 months' notice.
- 5.3. The Client may request deletion of their access at any time by contacting ReCykla. Such a request shall also be construed as termination of the underlying subscription plan associated with the Client. Termination shall not entitle the Client to a refund of subscription payments already made.
- 6. RECYKLA'S DUTIES**
- 6.1. ReCykla shall perform their duties under the agreement with the Client and in accordance with good practice.
- 7. THE CLIENT'S DUTIES**
- 7.1. The Client shall inform ReCykla of any internal regulations or conditions which may affect the performance of the agreement.
- 7.2. The Client shall be responsible for any and all reporting of data and check that such data are in accordance with facts before they are sent to relevant authorities and collaboration partners.
- 7.3. The Client shall be responsible for performing external backups of uploaded data.
- 8. RIGHTS**
- 8.1. All rights to services and solutions included in the collaboration, including software, text, calculations, etc. shall be the property of ReCykla. Unless otherwise agreed in writing, software created on an individual basis shall also be the property of ReCykla. Unless otherwise agreed, the Client shall hold non-transferrable, non-exclusive rights of use to the software.
- 8.2. No intellectual property rights to the software or other material on the website or software shall be transferred to the Client.
- 8.3. The Client's access is purchased for the individual CVR No. for their use only. Access and data may only be used for the benefit of the Client themselves; this includes sharing with relevant collaboration partners. The Client shall not be entitled to grant access to third parties or allow third parties to use the Client's login credentials.
- 9. UNAUTHORISED USE**
- 9.1. ReCykla reserves the right to block access and, if necessary, delete data if ReCykla discovers that the Client has used ReCykla's application to disclose information to/grant access for third parties contrary to the Client's rights.
- 9.2. The platform may only be used for the storage of legitimate and relevant data.
- 10. PAYMENT AND THE RIGHT TO SUSPEND ACCESS**
- 10.1. The Client shall make payments in accordance with the agreement.
- 10.2. In case of non-payment by the Client, irrespective of reason, ReCykla shall be entitled to suspend the Client's access to the software after giving the Client a 10-day deadline to pay the outstanding amount. ReCykla shall not be liable for circumstances which arise as a result of such suspension of access to the software on this background.
- 10.3. Access may be reopened when all amounts owing have been paid. In such cases, ReCykla shall be entitled to claim payment of DKK 5,000 for work performed in connection with the reopening of access to the software.
- 11. LIABILITY FOR CONTENT AND USE OF SOFTWARE**
- 11.1. In all respects, the Client's use of the software shall occur at the Client's own liability and risk. ReCykla shall not be held liable for the content, including but not limited to the correctness of information which the Client receives from the software.
- 12. SYSTEM OPERATION**
- 12.1. ReCykla aims to ensure that all systems are available 24 hours a day. However, ReCykla shall be entitled to interrupt operations if this is required in connection with maintenance work, or if other technical issues necessitate interruption. Efforts shall be made to ensure that interruptions are as short as possible and, to the widest extent possible, occur outside normal (Danish) business hours.
- 12.2. To the widest extent possible, ReCykla shall give notice of planned interruptions or disruptions of operations which are necessary owing to maintenance work or other work.
- 12.3. ReCykla shall not be held liable for system failures or operational disturbances. Such failures and disturbances shall be defined as e.g. power failure, failure in equipment, Internet connections or telecommunication connections, failures related to ReCykla, etc. The software and the services shall be provided "as is", and ReCykla disclaims liability in regard to any guarantee, warranty, recommendation or other terms, whether direct or indirect.
- 12.4. ReCykla shall not be held liable for any system failures/operational disturbances, whether they turn out to be of a permanent or temporary nature. However, the Client shall be entitled to repayment of a proportional share of the subscription payments made in the event of failure affecting more than 30 days over a period of 365 days.
- 13. EXEMPTION CLAUSE AND BREACH OF AGREEMENT**
- 13.1. ReCykla shall not be held liable for operational loss, loss of earnings, loss of profit, increased taxes, increased production costs, errors in reporting, missing updates of legislation/guidelines, etc., consequential damage, regeneration of data or other indirect loss.
- 13.2. In any case, ReCykla's responsibility shall be limited to the sum which the Client was charged by ReCykla for the relevant subscription year (the subscription price plus any additional consultancy services purchased in the relevant year) in which one or more claims arose, except, however, in cases involving intent and/or gross negligence. If a claim has arisen over a period covering multiple subscription years, ReCykla's maximum shall be limited to the highest amount invoiced in one of the relevant subscription years.
- 13.3. Further, the maximum compensation amount payable shall be DKK 150,000.00 for each individual Client.
- 13.4. ReCykla shall not be held liable to the Client if circumstances arise after conclusion of the agreement which prevent or delay ReCykla's performance of the agreement and which can be categorised as force majeure.
- 14. USE OF DATA**
- 14.1. As part of our agreement, ReCykla reserves the right to use data entered in the software by the Client for the purpose of optimising, developing and performing quality control on the software. This includes ReCykla's right to analyse and process such data for the purpose of improving user experience, ensuring system stability and developing new functions, solutions and calculations which may improve the software.
- 14.2. ReCykla undertakes to process all data in accordance with the legislation in force from time to time on data protection and ensure that all information is managed in a confidential and responsible manner. The Client shall have the right to object to processing of certain data to the extent this is possible under the legislation in force from time to time.
- 15. TRANSFER OF RIGHTS**
- 15.1. ReCykla shall be entitled to transfer all rights and duties under agreements with the Client to a third party, including in case of purchase/sale of all or parts of the company.
- 16. GOVERNING LAW AND JURISDICTION**
- 16.1. The parties agree that any and all disputes shall be construed according to Danish rule of law under the jurisdiction of ReCykla's principal place of business.