

EPAL licensing Stipulations

Stipulations of the European Pallet Association e.V. (EPAL) for the EPAL licensing procedure

Addendum 1 to the EPAL Licensing Agreement

The following stipulations shall apply to the EPAL Licensing procedure for producing and/or repairing EPAL load carriers:

1

The procedure starts when an application is received by EPAL or one of the EPAL National Committees.

The procedure is concluded with a licence being granted or with the application being rejected.

A right to a licence being granted or the procedure being implemented does not exist.

2

During the Licensing Agreement procedure, the applicant is not entitled to use the "EPAL in oval" trademark. In particular, during the application process the applicant is not entitled to produce and/or repair EPAL load carriers or to offer, sell or in some other way bring these EPAL load carriers into circulation. The exception to this is the production of test models (production or repair of EPAL load carriers as requested by EPAL).

During the Licensing Agreement procedure, the applicant is not entitled to use the "EPAL in oval" trademark for advertising purposes.

The applicant's right to use the "EPAL in oval" trademark only begins with the granting of a licence by means of the conclusion of a Licensing Agreement and the handing over of a Licence Certificate.

3

The applicant bears the costs of the licensing procedure.

The costs of the procedure to be paid to EPAL are set out in the applicable version of the Schedule of Licence Fees and are due immediately.

4

The applicant is obliged to actively cooperate in the procedure.

The documents required to review the application (data sheet, business registration, site plan, etc.) are to be provided by the applicant without delay. The applicant is obliged, at EPAL's request, to make sure that all requirements are met for the technical inspection (inspection of the operations and inspection of the test models). The applicant is obliged to allow representatives of EPAL and/or the inspection company unrestricted access to the operations for the technical inspection from the day of the licence application.

5

For licence applications to repair EPAL pallets, the applicant is obliged to order repair marking nails from an EPAL-approved supplier immediately after application for an EPAL licence. The applicant bears the costs.

6

The duration of the licensing procedure should not exceed three months.

If within three months, the applicant does not fulfil the obligations to cooperate under point 4 despite EPAL's written request, EPAL is entitled to terminate the licensing procedure and to reject the application, if the applicant is responsible for the non-performance of the obligations to cooperate and/or the failure to meet deadlines. If this happens, the costs of the licensing procedure are not reimbursed.

7

During the evaluation visit, EPAL's inspection company checks if the operations' technical equipment meets the requirements of the EPAL Technical Regulations and if a continuous quality-assured production and/or repair of EPAL load carriers is ensured.

The inspection company also inspects if the test models produced or repaired by the applicant comply with the specifications of the EPAL Technical Regulations.

If the technical equipment and/or the test models are missing or defective, the inspection company determines that the requirements for the granting of a licence have not been met (negative inspection). In this case, the applicant is entitled to resolve the issues and to apply for a repeat inspection. The applicant bears the costs of the repeat inspection and pays these to EPAL.

A repeat inspection must be applied for within four weeks of the negative inspection. If by this deadline, no application for a repeat inspection is received by EPAL or if the costs of the repeat inspection are not paid by the applicant fourteen days after the invoice is issued, EPAL rejects the Licensing Agreement application and terminates the procedure.

8

The applicant may sell or in some other way bring into circulation the test models that are produced and/or repaired by the applicant in the licensing procedure, as soon as EPAL has granted the licence and the test models have been fitted with control staples or repair marking nails. If the procedure ends without a licence being granted, the "EPAL in oval" markings must be removed, before the test models can be brought into circulation.

9

The applicant is obliged to support the licensing procedure and to refrain from any infringement of EPAL's rights and interests.

10

The EPAL licensing procedure shall be governed by the law of the Federal Republic of Germany (excluding the provisions of the German international civil law and the UN purchase rights). Court of jurisdiction is Düsseldorf.

11

All agreements between EPAL and the applicant, which differ from EPAL's stipulations for the licensing procedure, require the written form to be effective. This also applies to the waiving of or amendment to the requirement for the written form.

12

If any individual stipulations are invalid or if there is a loophole, the provisions shall apply, which most closely meet the purpose of the licensing procedure.

Düsseldorf, June 2020