

EPAL licensing stipulations – DEALERS

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

Addendum 1 to the EPAL dealer licensing agreement

The following stipulations shall apply to the EPAL dealer licensing procedure for trading in 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

The applicant bears the costs of the 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.

3

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 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. A maximum of four unannounced inspections per year shall be carried out.

After sending the application, the applicant shall receive the invoice for the processing fee. After payment is received, EPAL will send the Licensing Agreement to the applicant, who sends back by return to EPAL the signed and stamped Agreement in duplicate. As soon as EPAL has received the signed copies, EPAL will send back a countersigned copy to the applicant, as well as the original of the Licence Certificate.

4

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 3 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.

5

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

6

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.

7

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.

8

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