

SVENSK PLASTÅTERVINNING'S GENERAL TERMS AND CONDITIONS FOR SORTING EVALUATION TESTING UNDER RECYCLASS PROTOCOLS

1. Introduction

- 1.1 Svensk Plaståtervinning i Motala AB, org.nr 556488-4640 ("**SPÅ**") operates a large-scale sorting facility in Motala, Sweden, at which mainly household plastic packaging waste from Sweden, Finland and other countries in the EU/EES, is sorted for material recycling purposes (the "**Sorting Facility**"). In addition to the operations in the Sorting Facility, SPÅ offers producers of plastic packaging and other stakeholders services for test sorting according to RecyClass Sorting Evaluation Protocol for Plastic Packaging Annex II (NIR tests) (the "**RecyClass Protocol**"), in order to evaluate the suitability of various plastic packaging designs from a sorting perspective in order to enable further material recycling (the "**Testing Facility**").
- 1.2 The Testing Facility has been recognized by RecyClass ("**RecyClass**") as a recognized testing facility to perform testing and evaluation ("**Test Sorting**") as well as issue written report(s) containing the results of the evaluation ("**Report**") according to the RecyClass Protocol.
- 1.3 The Customer (as defined in SPÅ's quote ("**Quote**") has applied to have a certain material evaluated under the RecyClass Protocols (the "**Application**"). SPÅ has for this purpose provided the Quote, to which these general terms (the "**GTCs**") are attached, for performing Test Sorting and provide Report(s) under the Application.
- 1.4 SPÅ's work under the Quote and these GTCs under the Application is hereinafter referred to as the "**Service**". These GTCs form an integral part of SPÅ's Quote.

2. Types of Services

- 2.1 Depending on the circumstances, and as set out in the Quote, the Services may either be performed:
 - (i) as part of a recyclability assessment to be performed by a non-affiliated independent certification body ("**Certification Body**"), or
 - (ii) as part of a RecyClass technology/product approval to be performed by RecyClass and/or a Technical Committee assigned by RecyClass ("**Technology/Product Approval**"), or
 - (iii) independently by SPÅ, without any third-party involvement.
- 2.2 Some sections or parts of sections in these GTCs apply only for Services performed as part of a Technology/Product Approval (as defined in section 2.1 (ii), and not for other types of Services. For clarity and ease of identification, any sections that apply specifically to Technology/Product Approvals (in addition to the generally applicable provisions of these GTCs) are written in *italics throughout this document*.

3. General obligations

- 3.1 The Customer acknowledges that SPÅ is obliged to maintain impartiality as a recognized testing facility and must identify and eliminate or minimize any risks to impartiality. The Customer shall disclose any relationship with SPÅ that might affect such impartiality.
- 3.2 *If the Service is provided as part of a Technology/Product Approval, a prerequisite for SPÅ's performance of such Service is that the Customer has an independent agreement with RecyClass which includes that SPÅ shall perform the Service as part of such Technology/Product Approval. In particular, any testing requires SPÅ's prior receipt of a letter of agreement (the "**Letter of Agreement**") from the relevant Technical Committee representatives appointed by RecyClass for the Application for such approval. In addition, the Customer acknowledges that RecyClass's Technical Committee(s) may issue amended instructions including i.e. amended versions of the Letter of Agreement. The Service will be performed in accordance with the latest issued version of the Letter of Agreement, and additional costs may be charged pursuant to the principles in section 8.*
- 3.3 *If the Service is provided as part of a Technology/Product Approval, the Customer is aware the Customer is required to actively cooperate with and comply with its obligations to RecyClass and adhere to instructions provided by RecyClass' bodies such as its Technical Committees and Task Forces, as applicable for the Application. Further, the Customer is aware that SPÅ will communicate and cooperate with RecyClass in order to fulfill its obligations as a recognized testing facility. For example, SPÅ shall communicate to RecyClass that the Customer has applied for the Service as part of a Technology/Product Approval and regularly communicate status of the Service in relation to the Application on a monthly basis. The Customer hereby authorizes SPÅ to make any such communication and interaction with RecyClass and its bodies in order to fulfill SPÅ's obligations to RecyClass, both in relation to the Customer's Application and otherwise, as SPÅ in its discretion sees fit.*

4. Provision of the Service

- 4.1 Unless otherwise agreed between the Parties, the Customer shall, no later than 30 days after the acceptance of SPÅ's Quote send a sufficient amount of control sample (the "**Material**") according to the RecyClass Protocol ("**Sample Criteria**") to SPÅ.

- 4.2 *If the Service is provided as part of a Technology/Product Approval, the Sample Criteria shall also correspond with the defined criteria/specification in the from time-to-time current Letter of Agreement for such Technology/Product Approval (if different or additional than the RecyClass Protocols).*
- 4.3 If the Material is not delivered within the applicable time or does not comply with the applicable Sample Criteria, SPÅ shall, without delay, notify the Customer thereof and the Customer shall be offered an opportunity to send new Material within ten (10) working days. If such new Material is not delivered within the applicable time period or does not comply with the applicable Sample Criteria, SPÅ has the right to cancel the order of the Service without the Customer being entitled to any compensation.
- 4.4 SPÅ has no responsibility to return Material to the Customer.
- 5. Test Sorting**
- 5.1 When SPÅ has received Material that corresponds to the Sample Criteria, SPÅ shall within ten (10) working days send the Customer a time schedule of when Test Sorting can be performed. The Test Sorting shall follow the steps and conditions defined in the RecyClass Protocol applicable at the time of testing.
- 5.2 *If the Service is provided as part of a Technology/Product Approval, any relevant provisions in the Letter of Agreement which affects the time schedule shall apply, and SPÅ may (if applicable) discuss the time plan with RecyClass's Technical Committee. In such case, the time for provision of the time schedule may be delayed if so deemed necessary by SPÅ to take into account any such discussions or variations.*
- 5.3 The Test Sorting shall be performed in the Test Facility, following the methodology described in the RecyClass Protocol.
- 5.4 *If the Service is provided as part of a Technology/Product Approval, any relevant provisions in the time-to-time current Letter of Agreement which affects the methodology shall also be considered, which may alter or amend the methodology described in the RecyClass Protocol.*
- 5.5 If the Customer wishes to be present at SPÅ's premises for the Test Sorting, an additional fee corresponding to ten (10) percent of the Fee (as defined in section 8.1) will be charged the Customer by SPÅ, to take into account any costs for additional administration and coordination of the Service.
- 5.6 The sorting programs in the Test Facility may change over time as a result of e.g. optimization or changes of the RecyClass Protocol, which means that the test results in the Test Sorting may become obsolete over time. The Customer is aware of the above and SPÅ has no obligation to notify the Customer of any changes that affect the results of any Test Sorting conducted, unless obliged to do so under the RecyClass Protocol.

6. Report

- 6.1 SPÅ shall summarize the test results from the Test Sorting and submit the Statement in a report (the "Report") to be sent to the Customer.
- 6.2 *If the Service is provided as part of a Technology/Product Approval, SPÅ shall provide the Report also to RecyClass, however in an anonymized format with only reference to the Application Code assigned by RecyClass, and any pictures enabling the identification of the tested samples will be blurred. SPÅ reserves the right to make modifications to the Report as requested by RecyClass before submission to the applicable RecyClass Technical Committee.*
- 6.3 After delivery of the Report, SPÅ shall use its commercially reasonable efforts to answer any queries or requests made thereafter by the Customer, and/or the Certification Body (if applicable), and/or RecyClass or the Technical Committee (if applicable). All such work regarding the Test Sorting, the Report or otherwise relating to the Customer's Application, irrespective of it is requested or initiated by the Customer, the Certification Body (if applicable), or RecyClass or the Technical Committee (if applicable), shall be performed on a time-and-material basis at SPÅ's applicable pricelist at the time of performance, and charged the Customer in addition to any Fees set out in the Quote.
- 7. Rights of use**
- 7.1 All rights to the Report in all formats belong to SPÅ. The Customer has the right to produce copies of the Report and make it available to the public only in accordance with the RecyClass Use of Claims Guidance, except for any Confidential Information pertaining to SPÅ (see section 10 below) that may not be disclosed without SPÅ's prior written approval. The Report may only be reproduced by the Customer in its entirety, unless SPÅ has given its prior written approval to other reproduction. This means that no quote or summary of the Report may be made unless the entire Report is made available to the reader. If RecyClass Protocol however admits publication of any quote or summary, such publication may be made by the Customer.
- 7.2 *It is noted, for clarity, that if the Service is provided as part of a Technology/Product Approval, the Customer's communication of results (including the Report) may be subject to approval by the RecyClass Steering Board.*
- 7.3 If the Customer makes available, reproduces or publishes the Report, the testing or any results from the Report incorrectly or in a way that the publication is misleading or incorrect, the SPÅ reserves the right to make any public corrections or statements it deems necessary.
- 7.4 The results from the Test Sorting and the information in the Report, relate only to the Material provided by the Customer and the sortability of the Material at the time of the Test Sorting. The content of the Report should be viewed as information that may serve as a guide for the Customer in its continued work to enable and optimize the recycling of plastic packaging, unless otherwise instructed by RecyClass.

The Customer acknowledges that results from the Test Sorting may be incorporated in the RecyClass Design for Recycling Guidelines and the RecyClass Online Tool, at the discretion of RecyClass.

- 7.5 The result from the Test Sorting and the Statement (and thus the Report in its entirety), belongs to SPÅ. SPÅ reserves the right to, without the Customer's prior consent, on its own or through another party, use the obtained test results from the Test Sorting and the information in Reports, for example for the purpose of evaluating and establishing design guidelines for plastic packaging and otherwise to increase recyclability of packaging material. The Customer hereby gives SPÅ the right to use the Material for the same purposes (including a right to copy documentation provided by the Customer, on a confidential basis). The Customer acknowledges that SPÅ must comply with the RecyClass quality management and procedural requirements for recognized testing facilities. SPÅ may be subject to regular audits by RecyClass, and representatives from RecyClass may attend the Test Sorting upon request. The Customer hereby authorizes such attendance and audit activities when related to the Customer's Application.

7.6 *The Parties acknowledge that if the Service is provided as part of a Technology/Product Approval, the results of the Test Sorting may be used by RecyClass to update their Design for Recycling Guidelines, and that RecyClass has the right to publish the Approval Letter on the RecyClass website if the result is positive.*

8. Price and payment

- 8.1 The Customer shall pay the fixed prices set out in the Quote (the "Fee"), which assume that the Service will be made under SPÅ's generally applicable procedures under the RecyClass Protocols for the Service.
- 8.2 If the Customer, the Certification Body (if applicable) or RecyClass' Technical Committee (if applicable) requires or requests any additional or deviating work as compared to SPÅ's standard procedure (irrespective of such requirement or request is made prior to or after SPÅ's provision of the Quote), such work will be separately charged on a time-and-material basis at SPÅ's applicable pricelist at the time of performance of the Service.
- 8.3 *In particular, if the Service are provided as part of a Technology/Product Approval, the Customer acknowledges that if the Customer requests that SPÅ performs any Service prior to receipt of the Letter of Agreement or the Letter of Agreement is thereafter amended by the Technical Committee, the Customer shall reimburse SPÅ for any additional work or cost incurred for re-performing or adapting the Service.*
- 8.4 Invoicing of the Fee is normally made after the provision of the Report to the Customer. SPÅ reserves the right, in its sole discretion, to require pre-payment in whole or partially before the Service is commenced.
- 8.5 All additional work which is payable on a time-and-material basis in addition to the Fee, will be invoiced monthly, in arrears.

- 8.6 All invoices shall be paid within thirty (30) days from the date of issue of the invoice. If the Customer is in delay with payment, SPÅ is entitled to, calculated from the date payment became overdue, receive interest on late payment on all amounts due, in accordance with applicable regulations on late payment interest. In addition to interest on late payment, SPÅ is entitled to compensation for any additional damage.

9. Limitation of liability

- 9.1 SPÅ's liability for damages caused in relation to the Service is limited to the amount the Customer has actually paid to SPÅ for the Service and SPÅ's liability for damages does not include liability for reduction or loss of production, sales or profit, anticipated savings or other indirect damage or consequential damage, regardless of whether the damage was difficult to predict or not. SPÅ shall not be liable for any damages arising from the Certification Body's (if applicable) or RecyClass Technical Committee's (if applicable) assessment of the Report or any decision or action made by the Customer, the Certification Body (if applicable), RecyClass or any of its bodies (if applicable), or any other third party in connection with the Application or the Service.

10. Confidentiality

- 10.1 The Parties hereby undertake not to disclose to any third party any information regarding these general terms and conditions, nor any other information which the Parties have learned or obtained as a result of the Service, whether written or oral and irrespective of form ("**Confidential Information**"). Oral information shall be considered as Confidential Information only if the party who provided the information within seven (7) days from when the information was orally provided, inform the other party in writing that the information is confidential. The Parties undertake to use Confidential Information solely for the purpose of fulfilling their obligations in connection with the Service or which otherwise follows from these general terms and conditions and not for any other purpose. *However, in case the Service is provided as part of a Technology/Product Approval SPÅ has the right to provide all Confidential Information RecyClass.* If the Customer requires RecyClass or any of its bodies to undertake an obligation of confidentiality, the Customer - and not SPÅ - shall ensure that any such agreements or undertakings are duly entered into. It is expressly agreed that SPÅ may disclose any and all information to RecyClass without being in breach of this section 10.1. The receiving party further undertakes to take the necessary measures to prevent employees, consultants or other intermediary from using or disclosing Confidential Information to third parties and to use the same level of care (but not lower level than reasonable caution), as the party uses regarding its own confidential information. This confidentiality undertaking does not prevent the information to be used in accordance with section 6.
- 10.2 This confidentiality undertaking does not apply to information which:
- a) at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of these general terms and conditions); or

- b) the receiving Party can prove was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

10.3 This confidentiality undertaking shall not prevent a Party from disclosing such Confidential Information that the Party is required to disclose by law or pursuant to any order of court or other competent authority or tribunal or by any applicable stock exchange regulations or the regulations of any other recognized marketplace. If any Party would be required to make any such disclosure, each Party undertakes to give the other Party immediate notice prior to any such disclosure. Each Party also agrees and undertakes to use its best efforts to ensure that any information disclosed under this section, to the extent possible, shall be treated confidentially by anyone receiving such information.

11. Applicable Law and Dispute Resolution

11.1 These general terms and conditions and the performance of the Service shall be governed by, and interpreted in accordance with, Swedish law.

11.2 Any disputes, controversy or claim arising out of or in connection with these general terms and conditions or the Service, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall be composed of one arbitrator. The place of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be Swedish, unless the Customer is established outside Sweden, in which case English shall be used. *For disputes related to RecyClass Technology/Product Approvals, RecyClass may be involved in the dispute resolution process in accordance with the RecyClass Recyclability Approvals Quality Management & Procedures.*

11.3 Arbitral proceedings and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential and may not be disclosed to a third party without the express consent of the other party. The Parties shall however not be prevented from disclosing such strictly Confidential Information in order to preserve its rights against the other party or, if the Parties are required to so disclose, pursuant to mandatory law or similar.

11.4 Notwithstanding what have been stated above, SPÅ shall always be entitled to commence proceedings for the payment of any amount due in respect of the Service or otherwise, in general court.