

SPECIAL TERMS AND CONDITIONS (AUTHORISED REPRESENTATIVE SERVICES)

Where Valpak agrees to provide the Client with the Authorised Representative Services then the terms of these Special Terms and Conditions (Authorised Representative Services) shall apply in addition to the terms of the General Terms and the Proposal.

1 DEFINITIONS

1.1 For the purposes of these Special Terms, in addition to the definitions in the General Terms of this Agreement, the following words and expressions have the following meanings:

“**Application Form**” means the application form (including all notes) completed and signed by the Client and countersigned by Valpak;

“**Directive**” means Directive 2012/19/EU.

2 CLIENT OBLIGATIONS

2.1 The Client shall comply with the Directive (as enacted into law in the relevant Member State) and all reasonable recommendations made by Valpak in relation to the Client’s obligations under the Directive and/or any applicable regulation.

2.2 The Client shall comply with the Agreement.

2.3 Without prejudice to clause 4.2 of the General Terms the Client shall provide to Valpak such co-operation, assistance, information, records and/or reports as may be required:

2.4 to enable Valpak to assist the Client with its obligations to comply under the Directive and/or any applicable regulation;

2.5 in relation to the Directive and/or any applicable regulation; and/or

2.6 to enable Valpak to comply with any request by and/or requirement of any appropriate agency, governmental authority, authorised representative and/or any other regulatory body.

2.7 The Client shall promptly notify Valpak of any and all enforcement notices and/or proceedings (including but not limited to entry and inspection proceedings) (and all associated information) issued or taken against the Client under the Directive and/or any applicable regulation and any conviction of the Client for any offence under the Directive and/or any applicable regulation.

2.8 The Client shall comply with all of its obligations under the Agreement in an appropriate and timely manner.

2.9 The Client shall use its reasonable endeavours in relation to the operation of its own business, insofar as it is both reasonably practicable and economically appropriate to maintain good environmental practices.

3 PROVISION OF INFORMATION

3.1 The Client shall provide Valpak, within the time limits specified by Valpak, such information in such form as may be requested from time to time by Valpak including information required to be provided by Valpak directly or indirectly in respect of the Client to any person (including, without limitation, to any appropriate agency and/or governmental authority) by the Directive

and/or any applicable regulation and/or information required to be provided by the Client to Valpak by the Directive and/or any applicable regulation.

3.2 The Client shall inform Valpak immediately upon becoming aware that any information provided to Valpak does not satisfy the standard of accuracy required (by either Valpak pursuant to clause 3.1 or any appropriate agency and/or governmental authority) in respect of such information and shall as soon as possible thereafter supply to Valpak:

3.2.1 a statement in writing explaining in which respect the information originally supplied did not satisfy such standard of accuracy; and

3.2.2 (to the extent to which it is still relevant) the information originally requested to the required standard of accuracy.

3.3 The Client agrees that Valpak shall be entitled to provide copies and/or details of information provided to Valpak by the Client to any person (including but not limited to any appropriate agency and/or any governmental authority) to which Valpak is obligated pursuant to the Directive and/or any applicable regulation, and/or as Valpak deems necessary in the interests of Valpak (including any authorised representative of the Client).

3.4 (Without prejudice to any other terms of the Agreement) the Client shall inform Valpak in writing as soon as practicable and in any event within 15 days of the happening of any of the following events:

3.4.1 a change in the registered office address or in the details provided to Valpak pursuant to clause 3.8 or other telephone/facsimile, email address and/or address provided for the purpose of the Services;

3.4.2 any material change in any of the information, data, records and/or reports previously provided by the Client to Valpak in accordance with the Agreement (and the Client shall as soon as possible thereafter supply to Valpak such information, data, records and/or reports updated to take into account such change); and/or

3.4.3 any appropriate agency and/or governmental authority has requested and/or carried out any audit of the Client.

3.5 Valpak may by notice in writing to the Client request that Valpak (or its authorised agents) shall have access to the premises and to relevant books, records, data and/or information of the Client either in order to verify the completeness or accuracy of any information provided by the Client to Valpak under the Agreement or in order to obtain such information if the Client shall fail to provide any information to Valpak within such time limit as is specified by Valpak. Valpak shall specify in its notice the matters in relation to which Valpak wishes to exercise its rights under this clause 3.5.

3.6 If Valpak makes a request under clause 3.5, the Client shall within 10 Business Days of

such notice during normal business hours, subject to any restriction imposed by statute or regulation and to any relevant health and safety regulations, afford to Valpak (or its authorised agents) access to the premises of the Client and to all documents, data, records and computer hardware and software of the Client where so ever and howsoever maintained and stored and whether or not under the provision or control of a third party unless the Client is prohibited from disclosing the same (and shall permit Valpak (or its authorised agents) to make and take copies of such documents, data and records) so as to enable Valpak to exercise its rights as so specified.

3.7 The Client shall maintain and store in either electronic or in written form all documents, data and/or appropriate records it holds, obtains or creates in respect of the Agreement and in respect of its obligations under this Agreement for a period as prescribed in the Directive and/or any applicable regulation from the date of such document, data and/or record and the Client shall make available such document, data and/or record to Valpak on demand.

3.8 The Client shall provide Valpak with details (including telephone, fax number, email and address) of a nominated individual for the service of notices and other communications, under and in connection with the Agreement.

3.9 The Client shall provide Valpak, within the time limits specified by Valpak, information relating to the Client’s actual and estimated recovery and recycling obligations including, but without limitation, data verifying the information provided to Valpak and a description of how the Client has collected and collated the information.

3.10 (Notwithstanding the Client’s obligations under clause 3.9) the Client shall submit the relevant data (completed to Valpak’s reasonable satisfaction) to Valpak by the date referred to in the Proposal.

3.11 On receipt of any data under clause 3.10 Valpak will use reasonable endeavours to check the data to help to ensure that it is deemed to be accurate as defined in the Directive and/or any applicable regulation and then send out a verification form to the Client. For the avoidance of doubt the Client acknowledges and agrees (notwithstanding the fact that Valpak shall check the data in accordance with this clause 3.11) that the Client shall remain responsible for the accuracy of the data. The Client shall then arrange for this verification form to be signed:

3.11.1 by an approved person (as defined in the Directive and/or any applicable regulation) of the Client; and in accordance with such other requirements as Valpak may reasonably request.

3.12 The Client warrants that the contents of the Application Form are true and accurate in all respects.

3.13 The provisions of this clause 2 shall continue in force notwithstanding the termination of the Agreement howsoever caused.

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