



Danish	English
<p style="text-align: center;">Regler for brug af Smart Returs Pooling-løsning for Plastpaller – ”Smart Retur Reglerne”</p>	<p style="text-align: center;">Rules for Using Smart Retur’s Pooling Solution for Plastic Pallets – “Smart Retur Rules”</p>
<p>Indhold</p>	<p>Contents</p>
<p>1. Indledning 1</p> <p>2. Kundeetablering 2</p> <p>2.1. Aftale og kontaktperson 2</p> <p>2.2. Autorisation 2</p> <p>3. Smart Retur Plastpalle 3</p> <p>3.1. Behandling af plastpaller 3</p> <p>3.2. Disponering af plastpallen 3</p> <p>3.3. Brug af plastpallen 3</p> <p>3.4. Kundens ansvar, hvis plastpallen ikke behandles korrekt 3</p> <p>4. Sortering 4</p> <p>5. GLN (Global Location Number) og kundeportalen 4</p> <p>6. Levering og afhentning af paller 4</p> <p>7. Indtastning af saldo og Autobekræftelse 4</p> <p>8. Efterkorrektion 6</p> <p>9. Kontrol af saldo 6</p> <p>10. Priser og afgifter 7</p> <p>10.1. Tripafgift 7</p> <p>10.2. Dagsleje 7</p> <p>10.3. Særskilte afgifter og vederlag 8</p> <p>11. Fakturering 8</p> <p>11.1. Fakturering af afgifter og dagsleje 8</p> <p>11.2. Fakturering ved ophør 8</p>	<p>1. Introduction 1</p> <p>2. Becoming a Customer 2</p> <p>2.1. The Agreement and Contact Person 2</p> <p>2.2. Authorisation 2</p> <p>3. Smart Retur Plastic Pallets 3</p> <p>3.1. Managing Plastic Pallets 3</p> <p>3.2. Handling Plastic Pallets 3</p> <p>3.3. Using Plastic Pallets 3</p> <p>3.4. The Customer’s Responsibility For Incorrect Management of the Plastic Pallets 3</p> <p>4. Sorting 4</p> <p>5. GLN (Global Location Number) and the Customer Portal 4</p> <p>6. Delivery and Collection of Pallets 4</p> <p>7. Account Balance and Automatic Confirmation .. 4</p> <p>8. Post-correction 6</p> <p>9. Balance Audits 6</p> <p>10. Prices and Fees 7</p> <p>10.1. Transport Fee 7</p> <p>10.2. Daily Hire 7</p> <p>10.3. Special Fees and Remuneration 8</p> <p>11. Invoicing 8</p> <p>11.1. Invoicing Fees and Daily Hire Charge 8</p> <p>11.2. Invoicing Upon Termination 8</p>
<p>1. Indledning</p> <p>Smart Retur tilbyder markedet en pooling-løsning for Smart Retur plastpaller, i dette dokument kaldet for Smart Retur pooling, jf. nærmere i næste afsnit. Plastpallerne fra Smart Retur stilles til rådighed for de virksomheder, der har underskrevet et særskilt aftaledokument med Smart Retur (“Aftalebetingelserne”) og således bliver kunder (herefter benævnt “Kunden”) af Smart Retur i henhold til indgået aftale (“Aftalen”) med tilhørende bilag.</p>	<p>1. Introduction</p> <p>Smart Retur offers the market a pooling solution for Smart Retur plastic pallets, in this document called Smart Retur Pooling, cf. in greater detail in the next section. The plastic pallets from Smart Retur are made available to companies who have signed special agreement documents with Smart Retur (“Agreement Terms and Conditions”) and have thus become customers (hereinafter referred to as the “Customer”) by Smart Retur in accordance with the concluded</p>

Begreber der bruges, men ikke er defineret i disse Smart Retur Regler, skal tillægges den betydning, der følger af Aftalebetingelserne.

Smart Retur 1200 x 800 plastpaller kan distribueres mellem alle Kunder der har indgået aftale med Smart Retur, med undtagelse af dagligvaresektorerne i Norge og Sverige, som varetages af henholdsvis Norsk Lastbærer Pool AS («NLP») og Svensk Retursystem AB («SRS») med den samme palletype, men med forskellige logoer.

Hvis man ønsker at sende plastpaller til dagligvaresektorerne i Norge eller Sverige, så skal NLP (Norge) SRS (Sverige) kontaktes med forespørgsel om dette kan lade sig gøre/sættes op.

2. Kundeetablering

Ved at underskrive Aftalen, tilslutter Kunden sig pooling-løsningen som helhed. Kunden kan herefter anvende alle typer Smart Retur-plastpaller og øvrige typer Smart Retur plastemballage-produkter efter aftale.

2.1. Aftale og kontaktperson

Ved udfyldelse og underskrift af Aftalebetingelserne oplyser Kunden en kontaktperson, og nærmere bestemmelser om persondata i denne forbindelse er indeholdt i pkt. 2.3 nedenfor. Ved ændring af Aftalebetingelserne og/eller Smart Retur Reglerne sendes en meddelelse til Kundens kontaktperson, jf. Aftalebetingelser pkt. 5. Hvis Kunden ikke foretager sig noget efter at have modtaget meddelelsen, vil meddelte ændringer blive bindende for parterne. Kunden er ansvarlig for at melde ændring af kontaktperson til Smart Retur via support@smartretur.dk. Kunden er selv ansvarlig for, hvem blandt Kundens ansatte, der skal have adgang til Smart Returs kundeportal.

2.2. Autorisation

Inden Kunden kan modtage plastpaller fra Smart Retur, kan Smart Retur kræve, at Kundens lokationer autoriseres. Dette sker ved at Kunden gennemgår deres tekniske installationer til brug af plastpaller, så de pågældende installationers egnethed til anvendelse af plastpaller kan fastlægges. Desuden skal det bemærkes, at autorisationsformularen indeholder retningslinjer om stabling af læssede paller. Selve autorisationen udføres ved at udstede en egenerklæring kaldet

agreement (“The **Agreement**”) with associated Annexes.

The terms that are used, but not defined in these Smart Retur Rules shall be assigned such significance as is stated in the Agreement Terms and Conditions.

Smart Retur 1200 x 800 plastic pallets can be distributed among all Customers who have concluded an agreement with Smart Retur, with the exception of the staple goods sectors in Norway and Sweden, which are handled by Norsk Lastbærer Pool AS (“NLP”) and Svensk Retursystem AB (“SRS”), respectively, with the same pallet types but with different logos.

If there is a need to send plastic pallets to the staple goods sectors in Norway or Sweden, then NLP (Norway) and SRS (Sweden) must be contacted with an enquiry as to whether this can be set up.

2. Becoming a Customer

By signing the Agreement, the Customer becomes associated with the pooling solution as a whole. The Customer can then use all types of Smart Retur plastic pallets and other types of Smart Retur plastic packaging products, as agreed.

2.1. The Agreement and Contact Person

By filling out and signing the Agreement Terms and Conditions, the Customer designates a contact person and more detailed provisions regarding privacy in connection with this are specified in Point 2.3 below. When changing the Agreement Terms and Conditions and/or Smart Retur Rules notice must be given to the Customer’s contact person, cf. the Agreement Terms and Conditions, Point 5. If the Customer, after receiving notice, does not do anything then the notified changes will become binding to the parties. The Customer is responsible for reporting any changes to the contact person to Smart Retur at support@smartretur.dk. The Customer is responsible for determining who, among the Customer’s employees are given access to the Smart Retur customer portal.

2.2. Authorisation

Before the Customer can receive plastic pallets from Smart Retur the Customer’s locations must be authorised. This is done by the Customer reviewing their technical installations for plastic pallet use, so that the suitability of these installations for the use of plastic pallets can be established. Furthermore, it must be noted that the authorisation form has included guidelines relating to stacking loaded pallets. The

"Autorisationsformular plastpalle". Egenerklæringen og yderligere information vedrørende autorisationen findes på www.smartretur.dk.

3. Smart Retur Plastpalle

Når der i disse Smart Retur Regler eller i Aftalen mellem parterne i øvrigt henvises til plastpaller eller Smart Retur plastpaller, gælder det plastpaller der er i overensstemmelse med nedenstående punkter. Med "plastpalle" forstås, medmindre andet er angivet, alle typer Smart Retur plastpaller og evt. andre plastemballage-produkter.

Plastpaller skal være indkøbt af Smart Retur og tydelig mærket med Smart Returs logo, og skal være i overensstemmelse med specifikationen på www.smartretur.dk.

3.1. Behandling af plastpaller

Plastpallerne er Smart Returs ejendom og vil være mærket med Smart Returs logo. Kunden kan kun disponere over plastpallerne i overensstemmelse med hvad der er indeholdt i disse Smart Retur Regler og i overensstemmelse med hvad der er plastpallernes normale anvendelsesområde. Fremleje, udlån eller nogen form for hæftelse i forbindelse med pallerne er ikke tilladt uden Smart Returs forudgående skriftlige samtykke.

3.2. Disponering af plastpallen

Smart Returs logo må ikke fjernes eller tildækkes, og Kunden må ikke på nogen måde foretage indgreb i plastpallen eller påføre plastpallen nogen form for mærkning, belægning eller andet, som Kunden ikke selv kan fjerne og fjerner fra plastpallen før den sendes videre. Kunden har ikke ret til at foretage reparation af plastpallen.

3.3. Brug af plastpallen

Kundens brug af plastpallen skal ske i overensstemmelse med det der til enhver tid står på www.smartretur.dk.

3.4. Kundens ansvar, hvis plastpallen ikke behandles korrekt

Hvis Kunden ikke anvender plastpallen i overensstemmelse med gældende regler, og dette medfører beskadigelse af plastpallen, kan Smart Retur kræve en sådan skade erstattet af

authorisation is performed by issuing a self-declaration called "Authorisation Form Plastic Pallets". The self-declaration and further information concerning the authorisation are available at www.smartretur.dk.

3. Smart Retur Plastic Pallets

When plastic pallets or Smart Retur plastic pallets in these Smart Retur Rules or in the Agreement between the parties this refers to plastic pallets that are in accordance with the points below. "Plastic pallets" are understood to mean, unless otherwise stated, all types of Smart Retur plastic pallets and any other plastic packaging products.

Plastic pallets must be procured by Smart Retur and clearly marked with Smart Retur's logo and be in accordance with the specification found at www.smartretur.dk.

3.1. Managing Plastic Pallets

Plastic pallets are Smart Retur's property and will be marked with Smart Retur's logo. The Customer may only use the plastic pallets in accordance with what is stated in these Smart Retur Rules and in accordance with what plastic pallets are customarily used for. Subleasing, lending or any form of encumbrance associated with the pallets is not permitted without Smart Retur's prior written consent.

3.2. Handling Plastic Pallets

Smart Retur's logo may not be removed or covered and the Customer may not, in any way, intervene with the plastic pallets or apply any form of marking, coating or other to the plastic pallets that the Customer cannot remove themselves and remove from the plastic pallets before it is sent further. The Customer does not have the right to make repairs to the plastic pallets.

3.3. Using Plastic Pallets

The Customer's use of the plastic pallets must always be in accordance with what is stated at www.smartretur.dk.

3.4. The Customer's Responsibility For Incorrect Management of the Plastic Pallets

If the Customer does not use the plastic pallets in accordance with the existing rules and this results in damage to the plastic pallet, then Smart Retur can demand that the Customer compensates for

Kunden. jf. Smart Retur Prisliste.

4. Sortering

Plastpaller som skal afhentes af Smart Retur, jf. pkt. 6, skal sorteres i separate stakke med standard stakhøjde, jf. www.smartretur.dk.

Der må kun være én type plastpalle i hver stak således at plastpaller, der ikke opfylder kravene til Smart Retur plastpaller (jf. pkt. 3.3) sorteres fra.

5. GLN (Global Location Number) og kundeportalen

Kunden anbefales at have etableret et GLN for alle deres relevante lokationer. Dette er vigtigt for evt. elektronisk kommunikation af pallebevægelser mellem parterne og andet informationsflow. Kunden forpligter sig til at bruge Smart Returs kundeportal for alle bestillinger og afhentninger, samt diverse vedligeholdelse af egne kundedata. For godsleverancer – plastpalle-bevægelser mellem Smart Returs Kunder – kan kundeportalen benyttes direkte eller via Smart Returs integrationsløsning.

6. Levering og afhentning af paller

Smart Retur leverer tomme paller til Kunden i henhold til Kundens bestilling gennem kundeportalen, og levering sker indenfor en hverdag, efter bestilingsdagen, forudsat at bestilling igennem kundeportalen sker inden kl. 12:00 på bestilingsdagen. Afvigende leveringstid aftales særskilt og kan medføre ekspresstillæg, jf. Smart Retur Prisliste.

Afhentning af paller sker på samme måde ved bestilling gennem kundeportalen, hvor Kunden markerer det antal Smart Retur plastpaller, der er stillet til rådighed for Smart Returs afhentning, samt det antal Smart Retur plastpaller som i henhold til den udførte sortering ikke opfylder plastpallernes kvalitetskrav.

Såfremt det af Kunden angivne antal paller ikke er tilgængeligt ved Smart Returns afhentning, vil der blive pålagt særskilt gebyr jf. Smart Returs Prisliste.

7. Indtastning af saldo og Autobekræftelse

Kundens beholdning af plastpaller skal være i overensstemmelse med det, der til enhver tid fremgår af Smart Returs kundeportal. Ved tidspunktet for Aftalens indgåelse vil Kundens saldo være nul.

the damage, cf. the Smart Retur Price List.

4. Sorting

Plastic pallets that are to be collected by Smart Retur, cf. Point 6 shall be sorted into separate stacks with a standard stack height, cf. www.smartretur.dk.

There must only be one type of plastic pallet in each stack and plastic pallets that do not satisfy the requirements for Smart Retur plastic pallets (cf. Point 3.3) must be sorted out.

5. GLN (Global Location Number) and the Customer Portal

The Customer is recommended to have a GLN established for all their current locations. This is important for any electronic communication of pallet movement between the parties and for other information flow. The Customer is obliged to use Smart Retur's customer portal for all orders and collections, as well as for miscellaneous maintenance of their own customer data. For deliveries of goods, movement of plastic pallets between Smart Retur's Customers, the customer portal can be used directly or via Smart Retur's integration solution.

6. Delivery and Collection of Pallets

Smart Retur delivers empty pallets to the Customer in accordance with the Customer's order via the customer portal and delivery is carried out within one workday after the order date, provided that the order is made via the customer portal before 12:00 on the order date. Any deviating delivery times will be specially agreed and may entail an express charge, cf. the Smart Retur Price List.

Collection of pallets takes place in the same way as ordering via the customer portal, where the Customer marks the number of Smart Retur plastic pallets that are available for Smart Retur to collect, as well as the number of Smart Retur plastic pallets which, in accordance with the sorting performed, do not satisfy the quality requirements for plastic pallets.

If Smart Retur does not collect the number of pallets specified by the Customer, then a special fee will be charged, cf. the Smart Retur Price List.

7. Account Balance and Automatic Confirmation

The Customer's stock of plastic pallets must be in accordance with that appears on the Smart Retur customer portal at any given time. At the time the Agreement is concluded the Customer's balance will be zero.

Saldo udgøres af de paller, der modtages og sendes ud ved registrering i Smart Returs kundeportal, samt evt. rettelser ved kontroloptællinger. Der skal indtastes saldo for Smart Retur plastpaller uanset tilstand.

Den modtagende Kunde skal meddele den afleverende Kunde, eventuelt Smart Retur, hvis pallerne kommer fra Smart Retur, med saldoafvigelse (volumenafvigelse). Dette gøres i kundeportalen under "Modtagelse" og genererer en "Uenigheds"-status som formidles til den afleverende Kunde. Såfremt saldoafvigelser ikke rettes op før tiden for autobekræftelse, jf. nedenstående, træder i kraft, vil Kunden være ansvarlig for den saldo som er bekræftet. Eventuelt debiterede afgifter og leje for sådanne paller, vil ikke blive krediterede.

En Kunde kan vælge at have saldots pr. lokation hos Kunden, eller at have en fælles saldo for hele deres kundeforhold. Kunden skal dagligt indtaste saldo i Smart Returs kundeportal, så alle transaktioner indtastes senest samme dag som de fysisk blev udført. En Kunde, der i henhold til ovenstående modtager paller fra en anden Kunde eller fra Smart Retur, vil få sin saldo foreslået opdateret med antal mængde. Hvis Kunden ikke foretager sig noget, vil saldoen opdateres automatisk efter en fastsat tid. Kunden har således en frist til at kontrollere indgående saldo før saldoen opdateres. Denne mekanisme kaldes "autobekræftelse". Fristen for at autobekræftelse slår igennem er 72 timer, og regnes fra transaktionen er registreret i kundeportalen. Ved lange fragttider kan der aftales en særlig udvidet autobekræftelse mellem Smart Retur og den enkelte Kunde.

Såfremt den modtagende Kunde meddeler afvigelse i henhold til ovenstående, vil saldoen for den afleverende Kunde ikke blive justeret for det antal paller, som afvigelsen er gjort gældende for. Når korrekt antal er endeligt fastslået foretages en justering. Den afleverende Kunde foretager justeringen i kundeportalen.

Hvis den afleverende Kunde ikke reagerer på den modtagende Kundes meddelelse inden 10 hverdage, vil saldoen blive korrigeret af Smart Retur i overensstemmelse med den modtagende Kundes meddelelse.

Hvis en Kunde modtager plastpaller fra afleverende Kunde, uden at afleverende Kunde har registreret en tilhørende transaktion (godsleverance), gælder følgende:

- Den modtagende Kunde registrerer transaktionen i kundeportalen – en såkaldt «Modtagerregistreret» godslevering. Denne vil fremstå som en "Uenighed", som skal bekræftes af afleverende Kunde. En konsekvens af dette, bliver at afgiften opkræves hos den afleverende Kunde, og ikke den modtagende Kunde. Den afleverende Kunde kan herefter ikke kræve saldokorrektion for denne godslevering

The balance consists of the pallets that are received and sent out via registration in Smart Retur's customer portal along with any corrections made upon carrying out inventory. Smart Retur plastic pallets must be accounted for regardless of their condition.

The receiving Customer must notify the delivering Customer and, if necessary, Smart Retur if the pallets come from Smart Retur in the event of balance deviations (volume deviations). This is done in the customer portal under "Receiving" and generates a "Dispute" status that will be conveyed to the delivering Customer. If the balance deviation is not taken up before the time automatic confirmation takes place, cf. below, then the Customer will be responsible for the balance that is confirmed. Any fees charged for hiring these pallets will not be credited.

A Customer can choose to have a balance per location or to have a common balance for their entire customer relationship. The Customer must keep a daily balance in Smart Retur's customer portal so that all transactions are booked no later than the same day they are physically carried out.

A Customer who, pursuant to the above, receives pallets from another Customer or from Smart Retur, will receive a suggestion to have their balance updated with the quantity received. If the Customer does nothing, then the balance will automatically be updated after a specific period of time. So, the Customer has a deadline to check the opening balance before the balance is updated. This mechanism is called "automatic confirmation". The deadline for automatic confirmation is 72 hours and is counted from the time the transaction is registered in the customer portal. In the event of long shipping times a special extended automatic confirmation can be agreed upon between Smart Retur and the individual Customer.

If the receiving Customer reports a deviation in relation to the above, then the balance for the delivering Customer will not be adjusted for the number of pallets the deviation is reported for. An adjustment will be made once the correct number is finally established. The delivering Customer makes the adjustment in the customer portal.

If the delivering Customer does not react to the receiving Customer's notification within 10 workdays, then the balance will be corrected by Smart Retur in accordance with the receiving Customer's notification.

If a Customer receives plastic pallets from the delivering Customer without the delivering Customer having registered an associated transaction (goods delivery), then the following shall apply:

- The receiving Customer registers the transaction in the customer portal, a so-called "Receiver Registered" goods delivery. This will appear as a "Dispute" that must be confirmed by the delivering Customer. One consequence of this is that the fee will be charged to the delivering Customer and not the receiving

efterfølgende (udfaldet er endeligt fastslået), jf. pkt. 8 nedenfor.

Transaktioner hvor afsender og modtager ikke er enige om antallet af plastpaller, vil få status som "Uenig". Parterne skal herefter forsøge at afhjælpe uenigheden mellem dem gennem kundeportalen. Hvis uenigheden ikke er løst inden 10 arbejdsdage, forbeholder Smart Retur sig retten til at bestemme fordelingen mellem parterne på basis af transaktionens historik og kundekommentarer. Om en sådan uenigheds virkning for beregningen af dagslejen, jf. pkt. 12.4 nedenfor.

Der henvises desuden til pkt. 8 nedenfor vedrørende Kundens mulighed for efterfølgende at udrede saldoafvigelser. For Kunder der har indgået aftale med både Smart Retur og NLP/SRS, vil der kunne være nogle afvigende regler vedrørende saldføring, jf. nærmere om dette nedenfor i disse Smart Retur Regler.

8. Efterkorrektion

Hvis Kunden opdager manglende registrering eller fejlregistrering af plastpaller, og dette ikke er korrigeret tidligere, kan Kunden kræve korrektion af saldoen. Krav om korrektion af transaktioner/godsleveringer er gældende i 6 måneder fra det tidspunkt, hvor selve plastpallerne fysisk er sendt til den modtagende Kunde. Kravet rettes mod den anden part i de manglende/forkert registrerede transaktioner og kravet skal dokumenteres. Betalt leje vil ikke blive krediteret og afgifter vil blive beregnet på sædvanlig måde for de transaktioner korrektionen måtte medføre.

Hvis Kunden, der modtager et sådant krav fra en anden Kunde, ikke har taget stilling til kravet senest 14 dage efter at kravet er fremsendt, eller hvis parterne (Kunderne) ikke bliver enige om korrektionen, kan begge Kunder kræve, at Smart Retur afgør forholdet med endelig virkning.

Smart Returs deltagelse kan medføre gebyr, jf. mere om dette i Smart Retur Prisliste. Den Kunde, der ikke får medhold, skal betale gebyret. Hvis ingen Kunde får fuldt medhold, kan Smart Retur beslutte, at betalingen af gebyret deles mellem parterne.

Hvis den afleverende Kunde har registreret en "Modtagerregistreret" godslevering, jf. pkt. 7, kan afleverende Kunde ikke kræve korrektion i henhold til reglerne om «Efterkorrektion».

9. Kontrol af saldo

Smart Retur kan kræve kontrol af en Kundes saldo for plastpaller. Fra Smart Returs side vil en sådan kontrol ske med 5 hverdages skriftligt varsel. Kunden er

Customer. The delivering Customer cannot invoke a post-delivery balance correction for this goods delivery (once a decision has finally been made), cf. Point 8 below.

Transactions where the sender and the receiver disagree with respect to the number of plastic pallets will be given the status "Disagree". The parties must then attempt to resolve the dispute amongst themselves via the customer portal. If the dispute is not resolved within 10 workdays, then Smart Retur reserves the right to decide on the distribution between the parties based on the transaction history and customer comments. About the effects of such dispute when calculating the daily hire, cf. Point 12.4 below.

Also refer to Point 8 below about the Customer's option to make post-corrections to clear up balance deviations. For Customers who have concluded agreements with both Smart Retur and NLP/SRS, there may be some deviating rules concerning keeping balances, cf. more information about this in the Smart Retur Rules below.

8. Post-correction

If the Customer discovers missing registrations or incorrect registrations for plastic pallets and this has not been corrected earlier, then the Customer can demand to have their balance corrected. Demands for correction of transactions/goods deliveries have a period of validity that is 6 months from when the plastic pallets were physically sent to the receiving Customer.

The demand is directed towards the other party in the deficient/incorrectly registered transactions and the demand must be documented. Hire paid will not be credited and fees will be calculated in a customary manner for any transactions the correction entails.

If the Customer who receives such a demand from another Customer has not made a decision in relation to the demand within 14 days from when the demand is sent, or if the parties (Customers) disagree about the correction, then both Customers can request that Smart Retur makes a final decision in relation to the circumstances.

Smart Retur's participation may result in a fee, cf. about this in greater detail in the Smart Retur Price List. The Customer who is unsuccessful must pay the fee. If no Customer is fully successful then Smart Retur may decide to split the fee between the parties.

If the delivering Customer has registered a "Receiver Registered" goods delivery, cf. Point 7, then in accordance with the "Post-correction" rules, the delivering Customer cannot demand a correction.

9. Balance Audits

Smart Retur can demand an audit of the Customer's plastic pallet balance. Such audit will take place with 5 workdays' written notice from Smart Retur. The

herefter forpligtet til at give Smart Return eller Smart Returns repræsentant adgang til de pågældende lokaler. Smart Retur kan også én gang pr. år kræve, at Kundens saldo af plastpaller skriftligt bekræftes af Kundens revisor.

Kunden kan selv foretage kontrol af saldo og anmode om justering af saldo fra Smart Retur ved at registrere tællerresultatet i kundeportalen.

Ved negativ afvigelse af plastpallesaldoen, skal Kunden først finde ud af årsagen hertil, jf. pkt. 8. Såfremt det ikke er muligt at finde årsagen, så uoverensstemmelsen kan rettes, hæfter Kunden for erstatning til Smart Retur, jf. pkt. Smart Retur Prislister.

Ved en positiv afvigelse vil Smart Retur korrigere Kundens saldo. Kunden modtager intet vederlag for dette.

10. Priser og afgifter

10.1. Tripafgift

Tripafgift opkræves af den Kunde, der bestiller plastpaller hos Smart Retur. Transaktioner indenfor samme kundeforhold eller kædeforhold pålægges ikke tripafgifter.

Tripafgiften kan have forskellige satser for forskellige kundegrupper, alt efter kunde- og markedsforhold.

10.2. Dagsleje

Kunden betaler leje pr. dag pr. plastpalle.

Grundlaget for legeberegning hos Kunden er den til enhver tid gældende saldo, samt indgående volumen i transit med fradrag af udgående volumen i transit (Exworks-model)

Dagsleje beregnes dagligt kl. 22:00 og beregnes ud fra følgende volumengrundlag:

Lejegrundlag volumen = Indgående volumen (i transit) + saldo hos kunden – udgående volumen (i transit).

Udgående og indgående volumen er transaktioner, der er i status som sendt fra afsender og ikke bekræftet modtaget af modtager.

For grossister og andre store Kunder med sorteringsaftale stoppes lejegrundlaget, når tomme paller der er kategoriseret som OK er gjort tilgængelige. For alle øvrige Kunder stoppes lejegrundlaget når der bestilles afhentning af usorterede plastpaller i et antal af minimum 100 stk., og dette er bekræftet af Smart Retur.

Ved uenighed om volumen mellem Kunder bliver der automatisk korrigeret ved en efterfølgende opgørelse, når forholdet er afklaret mellem parterne, jf. pkt. 8 ovenfor.

Customer is then obliged to give Smart Return or Smart Return's representative access to the relevant premises. Smart Return can demand that the Customer's plastic pallet balance is confirmed in writing by the Customer's auditor once yearly.

The Customer can perform the balance audit themselves and ask for an adjustment of the balance from Smart Return by registering the inventory results in the customer portal.

If there is a negative deviation with respect to the plastic pallet balance, then the Customer must first find out the cause of this, cf. Point 8. If they are unable to find out the cause so that the deviation can be corrected, then the Customer will be liable for compensation towards Smart Return, cf. the Smart Return Price List.

In the event of a positive deviation, Smart Return will correct the balance for the Customer. The Customer will not receive any remuneration for this.

10. Prices and Fees

10.1. Transport Fee

The Customer who orders plastic pallets from Smart Return will be charged a Transport Fee. Transactions within the same customer relationship or chain relationship will not be charged transport fees.

The Transport Fee can have different rates with respect to different customer groups, depending on the customer and market conditions.

10.2. Daily Hire

The Customer pays a daily hire fee per plastic pallet. The basis for calculating the Customer's hire cost is the currently applicable balance and opening volume in transit with a deduction of the closing volume in transit (Ex-works model).

The daily hire is calculated daily at 22:00 and calculated based on the following volume basis:

Basic hire volume = opening volume (in transit) + balance at the customer - closing volume (in transit).

Closing and opening volumes are transactions that are in the status sent from the sender and not confirmed as received by the receiver.

For wholesalers and other large Customers with sorting agreements the basic hire will be stopped when empty pallets that are categorised as OK are made available. For all other Customers, the basic hire will be stopped when collection is requested for rejected plastic pallets in a minimum quantity of 100 units and this is confirmed by Smart Return.

Corrections with respect to volume disputes between Customers will be automatically considered in the event of a post-calculation once the circumstances are clarified between the parties, cf. Point 8 above.

Lejebeløbet akkumuleres pr. dag og kan dokumenteres via rapporter/fakturaer, der kan bestilles fra Smart Retur kundeportal.

10.3. Særskilte afgifter og vederlag

Der opkræves særlige afgifter for hasteordrer, mindre leverancer, bomtransport og vaskede plastpaller, som fremgår af Smart Retur Prisliste.

- **Afgift vaskede plastpaller**
Der opkræves tillægsafgift på levering af vaskede plastpaller fra Smart Returs vaskeanlæg.
- **Afgift hasteordre**
Hvis Kunden ønsker hurtigere levering/Afhentning end standard leveringsbetingelser giver, vil der opkræves et hasteordregebyr.
- **Afgift lav fyldningsgrad på bil**
Hvis Kunden foretager levering/afhentning af et mindre volumen end fuld standardbil (33 pallepladser), pålægges et gebyr for lav fyldningsgrad.
- **Afgift Bomtransport**
Hvis det indberettede antal plastpaller, ikke er tilgængeligt ved Smart Returs afhentning, jf. pkt. 4 ovenfor, pålægges en særskilt afgift.
- **Transportgodtgørelse**
Ved bestilling af tomme plastpaller fra Kunde som har lokation udenfor Smart Returs primærland, betaler Kunden selv denne fragt, men Smart Retur køber fragten for et fast beløb, jf. Smart Returs Prisliste. Kunden er selv fuldt ut ansvarlig for al told og alle afgifter, der måtte være ved eksport og import af plastpallerne.

11. Fakturering

11.1. Fakturering af afgifter og dagsleje

Afgifter og dagsleje beregnes pr. hele kalendermåned. Smart Retur udsteder samlefaktura til Kunden, efter at fakturamåned er afsluttet.

11.2. Fakturering ved ophør

Ved ophør af kundeforholdet sker fakturering i henhold til hvad der er udestående afgifter, samt evt. saldoafregning på bortkomne plastpaller. Der

The hire amount is accumulated per day and can be documented via reports/invoice basis that can be ordered from the Smart Retur customer portal.

10.3. Special Fees and Remuneration

Special fees apply for express orders, small deliveries, toll transport and washed plastic pallets. These appear in the Smart Retur Price List.

- **Washed plastic pallet fee**
A supplementary fee will be charged for delivery of washed plastic pallets from Smart Retur's washing facility.
- **Express order fee**
If the Customer would like faster delivery/collection other than that specified in the standard delivery conditions, then an express order fee will be added.
- **Low vehicle fill level fee**
If the Customer makes a delivery/collection at a smaller volume than a full standard vehicle (33 pallet spaces), then a low vehicle fill level fee will be charged.
- **Toll transport fee**
If the reported number of plastic pallets is not available when Smart Retur makes the collection, cf. Point 4 above, then a special fee will be charged.
- **Remuneration for transport**
When ordering empty pallets from Customers who have locations outside of the primary country for Smart Retur, the Customer must pay this shipping, but Smart Retur will purchase the shipping at a fixed price, cf. the Smart Retur Price List. The Customer is fully liable for all customs charges and fees that may accrue when exporting and importing plastic pallets.

11. Invoicing

11.1. Invoicing Fees and Daily Hire Charge

Fees and daily hire charge are calculated for the entire calendar month. Smart Retur issues a collective invoice to the Customer after the invoice month has ended.

11.2. Invoicing Upon Termination

Upon termination of the customer relationship invoicing will take place in accordance with what



<p>ydes intet vederlag på en positiv pallesaldo (positiv tælleddifference).</p>	<p>fees are outstanding, as well as any balance settlement in relation to lost plastic pallets. No remuneration shall be paid for a positive pallet balance (positive count difference).</p>
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