Chapter 1: General provisions

1. General

1.1. These General Terms and Conditions ("**GTC**") shall apply to any Agreement regarding sale and/or hire of CC Containers as well as services pertaining to the CC Containers, including but not limited to, participation in the CC Container System negotiated and/or concluded between any Customer and CC disregarding any conflicting, contrary or additional terms and conditions in any request for tender, order or other communication from the Customer.

1.2. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by CC unless and until CC expressly confirms acceptance thereof in writing.

1.3. In these GTC the following terms will be used in the following sense, unless otherwise explicitly indicated:

Agreement: any agreement regarding CC Containers conducted between CC and the Customer consisting of, among other things, pool participation, hire and/or sale;

CC: Container Centralen A/S with its office at Sanderumvej 16, DK-5250 Odense SV, Denmark, and/or local offices and/or its subsidiaries and/or affiliated companies;

CC Container(s): a wheeled, metal and plywood reusable transport item, equipped with Identification Marks, size 1350 mm x 565 mm x 1900 mm including components such as, but not limited to shelves and posts and also equipped with Identification Marks;

CC Container System: Pool of CC Containers equipped with Identification Marks and managed by CC;

Customer: a party contracting with CC and participating in the CC Container System;

Community of property: the collective ownership of containers and components within the CC Container System, where CC acts as the administrator, and participants retain rights to their contributed share/number of containers. The Customer will in case of a Pool Participation Agreement remain entitled to its share/number of containers, including components, contributed to the CC Container System

day: a calendar day;

Hire Agreement: any Agreement regarding the rent/lease of CC Containers in the CC Container System;

My CC: CC's web-based Customer portal

Identification Marks: any (trade)mark or device applied to containers by or according to agreement with or instruction from CC identifying equipment as property of CC and/or a part of the CC Container System including, but not limited to, the most recent RFID-equipped padlocks and metal identification plates;

Initial Contract Period: the first period mentioned in the Agreement starting at the effective date if and insofar this is mentioned in the Agreement;

IPR: Intellectual Property Rights: all intangible rights such as but not limited to, trademarks, design rights, patents, trade secrets, business and/or technical information, copyrights, tradenames, regardless whether registered or not;
Other Contracting Parties: Other/third parties entered into an agreement with CC concerning the rent/lease and/or participation in the CC Container System;

Party: either Customer or CC

Parties: both Customer and CC

Pool Fee: yearly fee regarding the participation in the CC Container System including the access to repair and maintenance of the CC Containers;

Pool Fee Agreement: any Pool Participation Agreement or long term Hire Agreement subject to Pool Fee;
Pool Participation Agreement: any Agreement regarding service and maintenance of containers in the CC Container System, formerly also known as Repair and Maintenance or Service Contract or Sales with Service-Contract;

Repair Quota: percentage of the maximum CC Containers under an Agreement that can be handed in for repair/maintenance as published per component on the website of CC;

Repair Quota Multiplier: Multiplier calculated by the number of days of the period of the Agreement divided by 365 with a maximum of 1 (one);

Repair Quota Year: the period of one year for which a Repair Volume is determined starting at the first day of March and ending on the last day of February**;**

Repair Volume: maximum specific amount/number of CC Containers under an Agreement that can be handed in for repair/maintenance;

Standard Operating Procedures (SOP): Instructions on the use including stacking and sorting of empty CC RTIs for return into the Container Centralen depots, as published on CC's website;

written/in writing: any communication and/or correspondence recorded in writing and/or electronically;

1.4. The GTC amends and prevails over any general terms and conditions issued prior to the date hereof pertaining to the Agreements.

1.5. The Customer's use or disposal of CC Containers shall result in unconditional acceptance on the application of these GTC, further the Customer shall be liable for any use or disposal of a CC Container by a third party permitted, accepted or made possible by the Customer.

1.6. Any amendments to and/or deviations from these GTC are only valid if they are confirmed by CC in writing. Any

deviations from these GTC in relation to the Agreement will never give the Customer the right to invoke such deviations at a later time or to claim the applicability thereof on other agreements.

1.7. Any possible failure of CC at any time to require performance of any provision or to resort to any remedy provided in these GTC and/or under any Agreement shall in no way affect the right of CC to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by CC of a breach be deemed to be a waiver of any subsequent breach.

1.8. If one or more provisions of these GTC and/or the Agreement are declared null and void or non-binding, or are cancelled, the other provisions in these GTC and/or the Agreement will remain valid. In such case, it is the intention of the Parties to replace the null and void or non-binding provision with a valid provision that approximates the original intention of the provision in question as much as possible.

1.9. CC is authorised to amend these GTC unilaterally. Upon amendment, the amended conditions shall apply to the Agreement. If the Customer cannot accept the amendment, it can terminate the Agreement by written notice within 30 days after publication on CC's website of the amendment, taking into account a notice period of 30 days.

1.10. If multiple-language versions of the Agreement and/or the GTC have been issued, the English version shall prevail.

2. Offers, Agreement and Performance

2.1. Requests and orders from the Customer shall only be binding on CC upon CC's written order confirmation to the Customer. Further any offer or quotation made by CC is not binding on CC until a written order confirmation has been issued by CC.

2.2. The Customer may only accept an offer in full and in its original contents. Any partial acceptance of an offer and/or any adjustments to an offer made by the Customer shall not be binding upon CC unless subsequent written approval hereof is submitted by CC to the Customer.

2.3. Agreements and all amendments and additions thereto are only binding on CC if agreed upon in writing.

2.4. CC is entitled to perform its obligations under any Agreements by means it deems appropriate e.g. CC may use both local and foreign subsidiaries and/or affiliated companies for the performance of the contractual obligations and for invoicing the costs/fees thereof.

3. Payment / Pricelist

3.1. All prices are exclusive of VAT and based on delivery Ex Works (from a depot assigned by CC) in accordance with the Incoterms 2020.

3.2. CC is entitled to amend its pricing once a year. In the event that the Customer disagrees on a price adaption, the Customer shall be entitled to terminate the Agreement within 30 days after amendment, taking into account notice period of two months.

3.3. For Pool Fee Agreements, the Customer is charged a Pool Fee and will be pre-billed on the first day of any contract (year) and/or contract renewal. For Hire Agreements the Customer is charged the rental fee pre-billed at the start of any contract or renewal.

3.4. Unless direct debit is agreed, all payments will be settled after 14 days of the date of invoice.

3.5. Unless the Customer complains in writing within 14 days after the date of the invoice or in case the Customer makes a payment pertaining to an invoice, the invoice is deemed to have been approved by the Customer. The Customer then loses his rights to contest the invoices and is obliged to pay the invoices in accordance with Article 3.6.

3.6. The Customer shall pay all invoices related to any Agreement in full without any suspension or deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise. No payment shall be deemed to have been received until CC has received cleared funds.

3.7. If the Customer does not pay the invoices in time or if a direct debit cannot be executed successfully for reasons beyond CC's control, the Customer shall be in default and automatically be due all CC's extrajudicial collection costs of at least 15% of the principal amount due and the statutory commercial interest in accordance with applicable EU-legislation (2011/7/EU).

3.8. CC is entitled to demand on its own discretion for surety for payment, among other things via a pledge or security interest. Furthermore, CC is entitled to inform its credit insurance and/or debt information/collection company in detail in case of overdue payments.

3.9. In case of overdue payments, CC is entitled to withhold and/or suspend any of its performance and/or of its contractual obligations to the Customer.

3.10. Any compensation payable under these GTC does not exclude the right of CC to claim additional damages.

4. Ownership and Intellectual property rights

4.1. All CC Containers are integral part of the CC Container System which is managed by CC. CC owns all CC Containers that are in its possession, rented out or leased to its Customers. These CC Containers and the Identification Marks shall remain the property of CC. Any container, including components, contributed to the CC Container System under a Pool Participation Agreement, shall become community of property, but the Customer will remain entitled to its share / number of containers, including components, contributed to the CC Container System.

4.2. All IPR regarding the CC Containers and Identification Marks always belong to CC and shall remain the property of CC.

The Customer must maintain the CC Containers and Identification Marks identifiable as CC property.

4.3. The CC Container System is considered a community of property. CC is hereby appointed by Customer - as far as applicable or necessary - as administrator of the CC Container System and authorised to take all management actions necessary, including the right to demand hand over CC Containers at any time, wherever they are stored or held by.

4.4. CC Containers shall not be painted or in any other manner be provided with identifying marks, symbols or lettering other than the Identification Marks applied by CC. Except in case of a relabelling campaign, Identification Marks may not be changed or removed.

4.5. If a third party infringes IPR of CC, the Customer will immediately notify CC of this in writing. The Customer will assist CC in protecting its IPR and provide the required information and render assistance for that purpose.

4.6. CC is entitled to suspend all services under the Agreement if it has a reasonable indication that Customer is directly or indirectly infringing the IPR of CC or if Customer does not cooperate with any request as set about above.

5. Duration and termination of the Agreement

5.1. The Agreement shall be in effect from the starting date stated in the Agreement (the effective date).

5.2. Unless stated otherwise, the Agreement will be effective for an indefinite period.

5.3. Fixed term Hire Agreements will be terminated automatically on the expiration date.

5.4. Either Party can terminate the Agreement in writing with the observance of a period of notice of six (6) months. However, the Agreement cannot be terminated by the Customer during the Initial Contracting Period or in case of a fixed term Agreement, during the first fixed term.

5.5. Termination by the Customer in accordance with Article 5.4 does not entitle the Customer to any refund and/or crediting of the contract payments that have been made and/or payable.

5.6. Termination by CC in accordance with Article 5.4. entitles the Customer to a pro rata refund of certain contract payments that have been made. Refund of the Pool Fee will be based on the least of the remaining contract period or the unused repair quota volume. The refund of rental fees only applies to long term Hire Agreements and will be equal to 75% of the paid rental fee in the first year after the starting date of the Agreement, 50% in the second contract year, 25% in the third contract year and 0% in any subsequent contract year.

5.7. Immediate termination of any of the Agreements, with or without notice, such at the discretion of the terminating Party, shall always be possible in the following circumstances:

a) by either Party in case of non-observance or inadequate fulfilment of the terms of this Agreement by the other Party, insofar as such non-observance or inadequate fulfilment is material. Non-observance or inadequate fulfilment shall always be considered material if the party in default, after being summoned to satisfy its obligations within a reasonable period, should still fail to comply or in case of infringement of IPR;

b) by either Party in case the other Party goes into insolvency, compulsory liquidation or applies for a moratorium;

c) by CC in case of sale, winding up of the Customer's business wholly or in part, or when there are any other changes in the Customer's circumstances amongst which 'change of control' which affect the relevant Agreement;

5.8. In the event of termination of an Agreement in accordance with the previous provisions 5.7 by CC, the Customer shall not be entitled to a refund of the contract payments that have been made, notwithstanding any other rights of CC as caused by the (early) termination.

5.9. In case the Customer want to decrease its quantity of contracted CC Containers by (partly) terminating agreements, Customer shall be obliged to firstly terminate its Pool Participation Agreements before terminating its Long term Hire agreements.

5.10. In case of a termination the Customer is obliged to return all property of CC to CC and not retain (part of) the property of CC or alienate (part of the) property of CC to third parties.

6. Product liability

6.1. CC shall not be liable for damage to real and personal property. Further CC shall not be liable for personal injury unless the Customer proves that the injury is attributable to acts or omissions or negligence on the part of CC.

6.2. Nothing in these conditions shall limit or exclude CC's liability for:

a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

b) fraud or fraudulent misrepresentation;

6.3. In the event that a third party makes claims against the Customer regarding product liability the Customer shall inform CC to that effect without delay.

7. Limitation of Liability

7.1. CC shall in case of delay, defects, product liability or any other circumstances arising out of an Agreement not be liable for any indirect damage, incidental damage consequential damage or punitive damage of any nature, including, but not limited to, loss of profit, loss of savings, re-procurement costs, injury to reputation, loss of customers,

damage due to business interruption and damage due to malfunction of a business process or of an administrative organization or damage due to missing a deadline and neither for personal injury.

7.2. Except in case of wilful intent or deliberate recklessness on the part of CC or its business management, the liability of CC shall at all times be limited to the amount covered and paid under CC's liability insurance, to a maximum of DKK 15.000.000 or EUR 2,000,000.= per year.

7.3. The Customer is held to indemnify CC and any third parties CC has engaged in the event of any claims by third parties in connection with the use and or disposal / storage of the CC Containers concerning damage or violation of rights for which the Customer is liable pursuant to the Agreement.

8. Transfer of Right

8.1. Without the written consent of CC, the Customer shall not be entitled to transfer its rights or obligations under this Agreement to any third parties.

8.2. CC reserves the right to transfer, in whole or in part, its rights and obligations under all agreements subject to these general terms and conditions to its parent company and/or subsidiary and/or affiliated companies of CC, without requiring prior consent from the Customer. CC shall notify the Customer in writing of such transfer within a reasonable period after its effectuation. This transfer does not release CC from its obligations towards the Customer as stipulated in the original agreement. The Customer hereby agrees in advance that their legal relationship with CC may be transferred to any other entity related to CC.

9. Survival

9.1. The provisions of Articles 4.1, 7, 10.1, 10.2 and 13 of the GTC will survive the termination or expiration of the Agreement.

10. Governing Law and Venue

10.1. These GTC, any offers and any Agreement between CC and the Customer shall be exclusively governed by and construed in accordance with Danish law without giving effect to any provisions on choice of law leading to the applicability of the rules of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

10.2. Any disputes between or claim made by CC or the Customer arising out of or in connection with the GTC or an Agreement, including any dispute regarding the existence, validity or termination thereof, shall be settled exclusively by the ordinary courts of law in Denmark. The venue shall in first instance be the District Court of Odense (*in Danish: Byretten i Odense*).

Chapter 2: Provisions concerning the CC Containers

11. CC Container System

11.1. Parties acknowledge that the CC Containers concerned in the Agreement are part of the CC Container System. The CC Containers are identified with the Identification Marks.

11.2. In accordance with the Agreement the Customer is entitled to the use of the amount of contracted CC Containers from the CC Container System.

11.3. Customer acknowledges that any and all CC Containers marked with the Identification Marks are and/or become a part of the CC Container System and can be used by Other Contracting Parties.

11.4. In order to realize a fair distribution of costs connected to the repair and maintenance of shelves, CC will require the Customer to maintain in its overall contract position a minimum base:shelf ratio of 1:3. CC can decide, if the Customer can deliver compelling proof of the use of a ratio below 1:3 CC, to allow the Customer to maintain a lower base:shelf ratio.

11.5. During the term of the Agreement CC reserves the right to change the CC Containers with components and fittings of improved design and make corresponding adjustments of the pricelist. CC can determine to reserve the ownership of these improved components.

11.6. Customer appoints CC as administrator of the CC Container System (community of property of CC Containers) providing CC authorisation to perform management actions on behalf of the community of property. Parties agree that CC is at all times in the interest of the CC Container System entitled to claim the handing over of all CC Containers wherever they are stored or held by anyone, including in the situation of bankruptcy of either the Customer or any Other Contracting Parties or third party which holds CC Containers. The management activities of CC as administrator of the CC Container System shall also include all rights necessary in or outside bankruptcy proceedings to take possession over the CC Containers, including the power of attorney to file actions (within such bankruptcy proceedings) in name and or on behalf of the Customer and/or community of property that is established.

11.7. The Customer or bankruptcy receiver will assist and offer its full cooperation in the handing over of CC Containers and provide with the required information and render assistance for that purpose without asking for compensation up front. For the avoidance of doubt the Customer holding the CC Containers shall be considered to hold the CC Containers on behalf of CC or the community of property and shall not alter its title on the property of CC Containers.

12. Collection

12.1. CC Containers will become available for collection by the Customer at the CC depot(s) indicated by CC or if agreed otherwise delivered to the Customer. In the event delivery at the Customer is agreed, additional fees will be charged.

12.2. Any stated delivery date is an estimate. CC will use all reasonable endeavours to meet any stated delivery date. If

no date for delivery is specified, delivery shall be made within a reasonable time.

12.3. In case of differences in the quantities of a collection, the numbers in My CC will prevail, allowing the Customer a period of 2 days to contest the collected quantities based on and submitting compelling proof which will be reviewed by CC.

13. Book-keeping

13.1. The Customer is obliged to keep accounting records and register and administrate the amount of CC Containers under any Agreement in an orderly manner in a book-keeping system.

13.2. CC is entitled to charge storage costs if and when the Customer maintains positive balance of CC Containers for more than two weeks at one of the CC depots.

13.3. The Customer shall be responsible at all times for keeping track of the CC Containers with which it has been entrusted and/or register the amount of the CC Containers in its booking/administration. If any CC Containers in the possession of the Customer are lost, CC has the right to charge the Customer with replacement of the CC Containers according to the current pricelist.

13.4. When receiving consignments from Other Contracting Parties, the Customer shall sign for the receipt of CC Containers on demand. Any disagreements between the Customer and Other Contracting parties concerning the number of containers, fittings and posts delivered/received must be reported to the Other Contracting party as soon as possible but no later than the 3rd day after delivery/receipt. CC has nor accepts any obligation to check, mediate or otherwise solve any conflict between its Customers and or Other Contracting Parties in this regard.

13.5. The Customer accepts that CC is entitled to inspect the stock of CC Containers and accounting records at any time, and to charge additional lease payments or demand compensation from the Customer for missing or extra items and/or components in accordance with the current pricelist and including a compensation of five years pool fee, if this stock does not correspond with the Agreement. The Customer will cooperate in monitoring the adherence to the Agreement and these GTC. Supplementary contract payments and compensation fall due for payment immediately on receipt of CC's invoice by the Customer.

14. Quota of repair

14.1. At any time during the period of the Agreement CC shall maintain, repair, and if needed, replace the CC Containers covered by the Agreement subject to the Repair Volume.

14.2. The Repair Volume is calculated by the Repair Quota percentage published on the website of CC multiplied by the number of CC Containers under contract on a specific Agreement, and subsequently multiplied by the Repair Quota Multiplier.

14.3. The Repair Quota percentage will apply to the CC Container and for all Customers of the CC Container system.

14.4. For Pool Fee Agreements, the unused Repair Volume is set to 0 (zero) at the end of the Repair Quota Year. Any unused repair volume will become null and void as per the end of the Repair Quota Year and a new Repair Quota, valid for the following Repair Quota Year or a part thereof matching the remainder of the Agreement, as the case may be, shall become effective.

14.5. For fixed term Hire Agreements, the unused Repair Volume is set to 0 (zero) at the end of the fixed term of the Agreement. Any unused repair volume will become null and void as per the end of the fixed term.

14.6. To the extent a Customer hands in CC Containers for repair and maintenance in excess of the Repair Volume, a fee computed in accordance with the actual pricelist shall be payable immediately on the Customer's receipt of the CC invoice.

14.7. The Repair Quota percentage determined for and applicable on each different component of the CC Container (container, shelves and posts) will be published on the website of CC.

14.8. The Customer may transfer all or a part of its quota volume to another Customer participating in the CC Container System, subject to prior written consent from CC.

14.9. CC is entitled to substantially amend the applicable repair quota percentage unilaterally, for all components of the CC Containers once a year. The adoption will be published on CC's website, ultimately one month before the end of the Repair Quota Year.

Chapter 3: The CC Containers and the handling and use thereof

15. Handling of the CC Containers

15.1. The Customer shall store and handle the CC Containers safely, and shall be held responsible for abuse, misuse and/or any other damage caused to the CC Containers apart from general wear and tear. The Customer shall be liable for the replacement value of the CC Containers in case of loss or damage, and for any depreciation in value caused by negligent storage or handling.

15.2. The CC Containers may be used in the transport, distribution, storage and display of goods as part of the business activities of the Customer. In either case the Customer shall not be allowed to use the CC Containers for the conveyance, handling or storage of goods that might contaminate the CC Containers with any scent, residue, flavour, infection or contamination as a consequence of which the CC Containers could in effect become unsuitable for the intended use and/or the use by Other Contracting Parties.

15.3. The CC Containers may only be used with original CC accessories and spare parts, and vice versa.

15.4. The Customer shall ensure that the Customer's staff and the other contracting parties do not subject the CC Containers to loads greater than the maximum of 450 kg uniformly distributed load (UDL) per CC Container or 60 kg UDL per wooden shelf.

15.5. The Customer shall take out insurance covering fire and water damage, malicious damage, theft and any other contingent deterioration or loss of leased items, irrespective of whether they are in the possession of the Customer or the possession of any Other Contracting Party. On first demand of CC evidence of insurance and proof of payment of such insurance will be provided to CC.

16. Use of the CC Containers and repair/maintenance

16.1. In connection with the use of CC Containers by the Customer, the CC Containers may not be exchanged for containers or component parts other than CC Containers and corresponding component parts of the CC Container System.

16.2. The CC Containers may not be used outside the Customer's business in distribution to and from any third party not participating in the CC Container System, unless the CC Containers in question are immediately used for loading/unloading on the premises of such third party and then returned to the Customer or the Customer obtains written consent that these GTC shall apply to the relevant third party prior to any such use of the CC Containers. The Customer will in such case be directly liable towards CC for any misuse, damage, loss or cost of recovery resulting from such third-party-use.

16.3. Apart from the circumstances covered by Article 16.2, CC Containers which are located outside the Customer's company premises or branches may be claimed by CC for hand over without paying any compensation to the Customer or third party which holds the CC Containers in its custody/possession.

16.4. In the event the CC Containers need repair, maintenance or replacement, the Customer shall inform CC of the fact and send the CC Containers in question to CC. Upon return of the items to CC, the CC Containers shall be sorted and stacked in accordance with the SOP's. In return, CC shall place a corresponding number of CC Containers at the disposal of the Customer. The determination whether a CC Container is functional or non-functional will be done according to the standard operation procedures regarding CC Containers which can be found on the website of CC.

Chapter 4: Provisions concerning specific Agreements

17. Long term Hire Agreements

17.1. CC will make available the (amount of) CC Containers specified in the Agreement.

17.2. CC Containers under any Agreement may not be sold, mortgaged, pledged as security by the Customer, nor may they be used in any other way that infringes the property rights of CC, nor may the CC Containers be made the subject of seizure by the Customer's creditors.

17.3. On termination of the Agreement for whatever reason, the Customer shall return the number of CC Containers covered by the terminated Agreement in the condition prescribed in Article 15.1 to the depot mutually agreed between Parties. The CC Containers shall be returned sorted and stacked in accordance with the SOP's and at the Customer's expense and risk. CC shall be entitled to receive reimbursement of all transport and legal costs ensuing from repossession of the CC Containers.

17.4. In the event the Customer should fail to return the CC Containers on the termination date, the Customer shall be liable to continue paying a day hire fee in accordance with the actual pricelist.

17.5. In so far as any CC Containers are missing on termination, or in case of damage to the CC Containers, the Customer shall be liable for the compensation in accordance with the actual pricelist.

17.6. Costs for day hire, loss or damage and/or storage shall be computed in accordance with the actual pricelist and shall be payable immediately on receipt of CC's invoice by the Customer.

18. Pool Participation Agreements

18.1. CC will make available the amount of Identification Marks to the Customer, specified in the Agreement which Identification Marks shall only be attached to the containers committed to the CC Container System. By attaching the Identification Marks to the containers, the containers become a part of the CC Container System and shall be considered community property for which CC is the administrator.

18.2. By committing the containers to the CC Container System, Customer acknowledges that its property rights related to the containers are merged into the community of property for which CC is the administrator. For the term of the Agreement, Customer shall acquire the right of use of the CC Container System for the same quantities as committed to the CC Container System.

18.3. Containers committed in the CC Container System under any Agreement may not be sold, mortgaged, pledged as security by the Customer, nor may they be used in any other way that infringes the property rights of CC, nor may the CC Containers be made the subject of seizure by the Customer's creditors, unless upon prior written approval of CC.

18.4. On termination of the Agreement for whichever reason, the Customer is entitled, if and insofar no contractual payments are due and/or payable, to withhold the return of an amount of containers, bases and components equal to the amount specified in the Agreement.

18.5. On termination of the Agreement for whichever reason, the Customer shall return all the Identification Marks. The Identification Marks shall be returned at the Customer's expense and risk.

18.6. Reduction or termination of Agreements should be done firstly on any existing Pool Participation Agreements, then on hire Agreements, with the exception in case of termination of all Agreements

18.7. In the event all Agreements with CC are terminated, the Customer is not entitled to withhold the return of CC Containers under a terminated Pool Participation Agreement in the event CC Containers concerned in a terminated hire Agreement are not handed in, in accordance with Articles 17 and or 19.

18.8. Should the Customer fail to return the Identification Marks on termination date, the Customer shall be liable to continue paying the then applicable day hire fee in accordance with the current pricelist until the date of return or payment of the replacement invoice. CC shall moreover be entitled to receive reimbursement of all costs ensuing from gaining repossession of the Identification Marks and/or CC Containers.

18.9. In so far as any Identification Marks are missing on return, the compensation to be paid for such loss or damage shall be calculated based on the actual pricelist.

18.10. Costs for day hire, loss or damage shall be computed in accordance with the actual pricelist and shall be payable immediately on receipt of CC's invoice by the Customer.

19. Fixed term Hire Agreements

19.1. CC will make available the (amount of) CC Containers specified in the Agreement.

19.2. CC Containers under any Agreement may not be sold, mortgaged, pledged as security by the Customer, nor may they be used in any other way that infringes the property rights of CC, nor may the CC Containers be made the subject of seizure by the Customer's creditors.

19.3. Agreements entered into for a fixed term shorter than one year will be terminated automatically on the expiration date.

19.4. In the event a fixed term of one year or longer is agreed, and the Customer has not handed in the CC Containers subject to the Agreement ultimately on the last day of the fixed term, the omission to hand in shall be considered an express intention to continue the Agreement after expiration date for the same term, unless the Agreement has been terminated by either Party with written notice of at least 30 days prior to the expiration date.

19.5. After the continuation of the Agreement as described in Article 19.4 either Party can terminate the Agreement in writing with the observance of a period of notice of six (6) months.

19.6. On termination of the Agreement for whatever reason, the Customer shall return the number of CC Containers covered by the terminated Agreement in the condition prescribed in Article 15.1 to the depot mutually agreed between Parties. The CC Containers shall be returned sorted and stacked in accordance with the SOP's and at the Customer's expense and risk. CC shall be entitled to receive reimbursement of all transport and legal costs ensuing from repossession of the CC Containers.

19.7. In the event the Customer should fail to return the CC Containers on the termination date, the Customer shall be liable to continue paying a day hire fee in accordance with the actual pricelist.

19.8. In so far as any CC Containers are missing on termination, or in case of damage to the CC Containers, the Customer shall be liable for the compensation in accordance with the actual pricelist.

19.9. The Customer will be liable to paying the then applicable storage fee for any day the CC Containers are returned earlier than 5 days before the indicated return date.

19.10. Costs for day hire, loss or damage and/or storage shall be computed in accordance with the actual pricelist and shall be payable immediately on receipt of the CC's invoice by the Customer.