



## RECOLL GENERAL CONDITIONS FOR COLLECTION

Version: 1.0 – Date: 10 / 12 / 2019

### 1. PREREQUISITE

- To benefit from the services provided by RECOLL (hereinafter referred to as "**RECOLL**") for the collection of Empty Cartridges (as defined in section 2 below), the client must open a client account providing full contact details, including information on client's VAT-liability or not, either by phone, by email or online on the following contact:

Contact mode	For the Netherlands, Belgium, UK, Germany and other countries	For France, Spain and Portugal	For Italy
Phone	+31 76 201 6000	+33 240 384 157	+39 0362 915040
Email	<a href="mailto:info@recoll.nl">info@recoll.nl</a>	<a href="mailto:france@recolleurope.com">france@recolleurope.com</a>	
Online	<a href="http://www.recolleurope.com">www.recolleurope.com</a>		

- The creation of this client account is to be validated by RECOLL via email within a maximum of 72 hours on working days providing a login and a link enabling the client to select its own password to connect to its client account. Client alone is responsible for its personal login data, the confidentiality of which he is to ensure.
- In creating an account, client undertakes to comply with these general conditions for collection, which may be changed at any time by RECOLL without prior notice.

### 2. COLLECTION OF EMPTY CARTRIDGES

- The collection service applies to empty used inkjet and toner cartridges with the printer's original brand from Original Equipment Manufacturers (OEMs) and compatible empty used inkjet and laser cartridges which have been re-manufactured (hereinafter jointly referred to as the "**Empty Cartridges**"), excluding any other waste materials (in particular copier containers, fax ribbons, printers, bottles, batteries, lightbulbs etc., hereinafter jointly referred to as "**Waste Materials**").
- In the event of the collection of significant quantities of Waste Materials and/or of non-valuable Empty Cartridges, and/or a certain mix of Empty Cartridges RECOLL cannot take, RECOLL reserves the right to temporarily or definitively stop collection service providing prior information to the client without compensation or recourse, and for Waste Materials, re-invoicing client for the cost of handling on the basis of EUR 2,50 excluding tax per kilo of Waste Materials collected.
- RECOLL arranges collection when the collection box is full with a **minimum quantity of Empty Cartridges** (20 to 25 Empty Toner Cartridges or 20 Kg of Empty Cartridges for toner collection box; 10Kg of Empty Inkjet Cartridges for inkjet collection box) **and/or with a minimum value of EUR 20,00** excluding tax. Pick up request of less than required minimum volume or with a lower value can be refused. The value is determined by means of the reimbursement list (as defined in section 7 below) valid as of the pick-up. RECOLL can deny a collection service for clients in a certain region in case logistical costs are too high.
- The collection point for deposits of empty boxes and the collection of full boxes is to be the same for a single collection point specified for a site** (reception area or reception desk). It is the client's responsibility to centralise collection at the specified collection point.
- Collection is carried out by RECOLL or by any service provider hired for this purpose.



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### 3. PACKING EMPTY CARTRIDGES AND COLLECTION BOXES

- Empty Cartridges are to be packed by the client in such a way that they will not be damaged during transport or handling. To help this, collection boxes are supplied by RECOLL. However, RECOLL is not liable for any damage or loss occurring during transportation.
- If possible, the client should place the Empty Cartridges into the inflated airbag for the replacement cartridges. If Empty Cartridges are placed in the collection box designed to receive toner and inkjet empties, Inkjet Empty Cartridges shall be separated from toner Empty Cartridges by means of sealed plastic bag.
- Collection boxes will remain the exclusive property of RECOLL. RECOLL may require client to return collection boxes at any time.
- In using the collection boxes supplied by RECOLL, client undertakes to collect Empty Cartridges and return them in full (not only a selected part) **exclusively** to RECOLL. Failing this, RECOLL reserves the right to request that client returns collection boxes immediately and at its own cost and to cease collection service without prior notice either temporarily or definitively and without compensation or appeal by the client.
- Collection boxes are to be placed at strategic points on the client's premises to ensure that all persons who need to deposit Empty Cartridges are able to do so.

### 4. REQUESTS FOR COLLECTION

- To enable your Empty Cartridge collection requests to be facilitated and for faster handling, we would advise you **to carry out the procedures via our on-line service** or by phone. Failing this you may contact our collection service by email ([for full contact details, please refer to template in Section 1 above](#)).
- **To make a request for collection it is essential that boxes be:**
  - **Full** (containing 20 to 25 Empty Toner Cartridges or 20 Kg of Empty Cartridges for toner collection box; 10Kg of Empty Inkjet Cartridges for inkjet collection box);
  - **Identified with the collection label** (which will have been sent in the confirmation email or downloaded on the on-line service upon requesting collection) **on the appropriate area of the box;**
  - **Solidly and carefully closed;**
  - **Do not contain any Waste Materials** (bottles, batteries, lightbulbs etc.).
- A collection label is essential for identifying boxes. Failure to have any contact detail on collection box, RECOLL will have the right to keep Empty Cartridges without any reimbursement to the client.
- Request for collection will be handled within a maximum time limit of 72 hours on working days, collection is to be confirmed by email or by phone.

### 5. COLLECTION OF FULL BOXES BY THE COURIER

- It is essential that the collection appointment that has been set be complied with and that the Empty Cartridges have been made available for the collection date.
- Boxes are to be ready upon the arrival of the courier and be at the place indicated at the time of confirming collection by email.



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REMINDER: **The collection point for deposits of empty boxes and the removal of full boxes is to be the same for any single point of collection specified for a site (reception area or reception desk).** It is the client's responsibility to centralise collection at the collection point specified.

- Our courier is authorised to take only closed and taped boxes, and has the right to refuse any which they deem to be non-compliant to this specification. Any provision of plastic bags or unpacked cartridges will be automatically refused.
- Each visit to your site will be invoiced by the courier even where the collection has not been completed; **we shall be obliged to charge you the cost where visits do not enable Empty Cartridges to be collected for any reason whatsoever on the basis of a fixed overall fee of 50 Euros excluding tax.**
- **The courier is not authorised to enter offices or other floors to collect boxes.**
- The courier is authorised to:
  - Refuse collection in cases where it does not comply with the points set out above.
  - Refuse any handling other than loading boxes onto its vehicle.
  - Refuse any extended wait of several minutes – boxes are to be made available following receipt of our confirmation by email.
- Our collection service is available in The Netherlands, Belgium, Luxembourg, Germany, France, UK, Spain, Portugal, Italy, Switzerland, Austria, Poland, Czech Republic, Denmark, Sweden, Norway and Finland.

## 6. CLAIMS

- Please send any claims by message under the "contact us" heading in the clients' space of our website.

## 7. FINANCIAL ARRANGEMENTS

- Collected Empty Cartridges are paid by RECOLL to the client on the basis of reimbursement lists in force when collection service is provided. Reimbursement lists are issued on a monthly, bi-monthly or quarterly basis. RECOLL reserves the right to modify the reimbursement lists at any time, without prior notice, as price of Empty Cartridges can fluctuate strongly at any moment. Prices are mentioned in Euro VAT excluded.
- RECOLL reimburses only OEMs Empty Cartridges collected, to the exclusion of remanufactured cartridges, unless stated otherwise in the reimbursement lists. "Clones" (cartridges infringing third party rights) or certain yield capacities Empty Cartridges will not be reimbursed, as specified in the Reimbursement lists. Before any reimbursement, Empty Cartridges collected by RECOLL are inspected visually and/or sorted. Damaged or severely polluted Empty Cartridges will be rejected and not reimbursed by RECOLL. RECOLL can also decide to stop any further inspection and to return partly or wholly the collected Empty Cartridges to the client without any further explanation and obligation. No reimbursement will be made then. Moreover, RECOLL may not reimburse any collection of Empty Cartridges with a value lower than EUR 20,00 excluding tax after sorting.
- Once a parcel has been processed at our sorting centre, a credit memo or an invoice, depending on the territory, is issued by RECOLL with sorting details on the name and on behalf of the client, and automatically sent by email. Invoices are drafted on the basis of the information provided by the client after account registration. The client is responsible for timely informing RECOLL when client information is changing. RECOLL is not liable for the correctness and completeness of the client information in the RECOLL systems.



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- Payment is made by RECOLL by wire transfer within maximum 14 days after issuing the credit memo to the benefit of the client.

### 8. SAVING SCHEME PROGRAM (AVAILABLE FOR THE NETHERLANDS & BELGIUM)

- The saving scheme program is available for certain retail clients with head office in the Netherlands and Belgium only. RECOLL retains the right to deny saving scheme program to certain clients because of specific trade agreements, pricing and/or logistical support. RECOLL can exclude a retail client from the saving scheme program in case of any misuse of the program or deterioration of the relationship in any way.
- For every 10 inkjet Empty Cartridges handed in and for which RECOLL has issued a payment, 1 saving point is granted to the retail client. Saving points are strictly nominative and not combinable with the ones of other retail clients. The balance of the saving points is mentioned on the last credit note issued by RECOLL and on its website under the retail client login. After any use of saving points, the new balance is automatically mentioned on the next credit note and updated on the website.
- Saving points can only be used by the client by ordering RECOLL products on its catalogue available on the web site or sent on demand. No payment nor compensation will be made by RECOLL by any means, even if the retail client decides not to benefit from the points of the saving scheme program. Order of RECOLL products will be placed by the retail client via post, email or RECOLL website. After prior validation of RECOLL and depending on the product availability, the ordered product will be delivered to the retail client within 3 to 6 weeks from ordering date, this delivery period being non-binding. In case of product unavailability, either the lead-time can be longer with information to the retail client (with no indemnity due in any way by RECOLL) or RECOLL proposes a different product with comparable characteristics or RECOLL cancels the order, the saving points remaining in the retail client account for ordering another product available in the catalogue.
- No more points will be gained and any already gained points will expire if the retail client does not deliver Empty Cartridges to RECOLL within 2 years after the last delivery of Empty Cartridges for which saving points have been granted. A saving point balance lower than the lowest product in RECOLL catalogue will expire automatically within 2 years.
- RECOLL remains free to end partly or wholly at any moment its saving scheme program without prior notice. If so, the retail client will have a 3-months-period as from the end of the program to redeem its saving points for products from RECOLL catalogue. After this period, all saving points will automatically expire without any compensation or recourse from the retail client.
- RECOLL remains free to modify at any moment the point value of the products in its catalogue or to remove any product from the catalogue or change the range of products without prior notice.

### 9. MISCELLANEOUS

- All names, titles, logos and domain names used by RECOLL in the framework of collection service provided to clients are subject to reservations and intellectual property rights by RECOLL or ARMOR SAS.
- Information received relating to RECOLL services will be subject to computer input for the management of printer cartridges collection. The recipient of this information is RECOLL BV, Speed Infotech Czech s.r.o., Speed Infotech (HK) Limited and/or ARMOR SAS and in particular their marketing, commercial and administrative departments.



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In compliance with legislation relating to the protection of personal data, you have the right to access and modify information relating to you which may be exercised by contacting RECOLL BV, Mon Plaisir 89c, 4872 AM Etten-Leur, The Netherlands. You may also, on legitimate grounds, oppose the input of data relating to you.

- In the event of any dispute which might arise following or at the time of applying these conditions for collection, RECOLL undertakes to first seek an amicable settlement of this dispute. In the absence of an amicable settlement, any dispute will be submitted to the jurisdiction of the commercial Court of Zeeland-West-Brabant having competence even in the event of emergency proceedings, plurality of defendants, additional claim or claim for contribution from a third party.
- The law applicable is Dutch law.