

General information about the use of LPR pallets

1. APPLICATION

These terms and conditions shall apply to any natural persons or legal entities receiving goods on red LPR pallets (hereafter referred to as “the pallets”) in the course of their activities and which are not bound to LPR by any separate written agreement. These terms and conditions shall come into force on 1 January 2009 and shall take precedence over any other conditions of sale or purchase concerning the pallets. Any acceptance of goods on pallets, and any actual holding of the pallets outside the LPR rental circuit, implies acknowledgment and acceptance of these terms and conditions of use.

2. PROPERTY

Full legal, beneficial and equitable title to and property in the pallets shall remain vested in LPR at all times. The pallets may not be transferred, leased, or exchanged whether free-of-charge or in return for payment, nor used for any other purpose than those authorised by LPR. They can be identified by their red colouring and the ‘LPR’ logo, which is a registered trademark. Any imitation, modification or unauthorised use of the LPR brand name or LPR products constitutes infringement of copyright, for which the perpetrator shall be held liable.

3. USE AND RETURN OF THE PALLETS

The pallets are hired by customers of LPR (hereafter referred to as “the Shippers”) for storing and transporting the goods that the Shippers sell to their distributors and customers (hereafter referred to as “the Consignees*”). Once pallets have been received on its premises, a Consignee shall become a holder in the eyes of LPR and shall assume the corresponding risks. As such, it shall be held solely responsible for ensuring the qualitative and quantitative integrity of the pallets and shall neither refuse to return them nor use them for its own purposes.

Once the pallets have become empty, they shall be separated from other pallets and sorted by the Consignee and shall then be made available to LPR to collect by LPR’s own means. In line with LPR’s sustainable development policy, the frequency of collections will depend on the number of pallets available for removal, and on the possibility of organising pooled transport.

LPR shall inform the Consignee of any modifications to the collection schedule or of any events likely to disrupt normal removal procedures. Likewise, the Consignee shall inform LPR of any circumstances which might hinder collection, as well as of any modification to its sites.

4. STOCK KEEPING – INVENTORIES

The Shippers will inform LPR of the number of pallets delivered to the Consignees. LPR uses a computerised system to monitor the levels of pallet stocks at each Consignee using the number of pallets delivered by the Shippers and the number collected by LPR or returned to

the Shippers. LPR shall inform the Consignees at regular intervals, or on request, of the number of pallets outstanding, this “balance of stock” shall be considered contractually binding unless a letter of objection, with a detailed explanation, is sent to LPR by recorded delivery with acknowledgment of receipt within the 30 days following receipt of the stock totals drawn up by LPR.

LPR is entitled to have reasonable access to the Consignee site at least twice a year to inform them about collection procedures, carry out inventories of pallets they are holding or for whatever reason related to the pallets. The visits and inventories will take place strictly during the opening hours and according to the safety conditions applicable at each site.

5. SUBROGATION

LPR reserves the right to replace the Shippers in their rights to compensation arising from misuse and loss of pallets at the Consignees. All payments due from the Consignees, particularly for non-return of pallets, may be claimed from them directly by LPR. The Consignee may be required to pay compensation for each non-returned pallet, in compensation for the costs borne by LPR for the replacement of this pallet. Under no circumstances shall payment of compensation result in any transfer of property rights to the pallets in question.

6. CONSIGNEE CLASSIFICATION

LPR will classify all Consignees who receive, use and return pallets in compliance with the terms and conditions detailed above as “accepted locations”. In the event that these general terms and conditions should be breached, particularly in the case of failure to return pallets, LPR reserves the right to withdraw the “accepted” status from the defaulting Consignee and to inform the Shippers who may seek compensation from the Consignee.

7. DISPUTES

This agreement and any dispute or claim arising out of, relating to or in connection with it is governed by English Law.