

SPECIAL TERMS AND CONDITIONS (DATA MANAGEMENT SERVICES)

Where Valpak agrees to provide Client with Data Management Services then the terms of these Special Terms (Data Management 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:

"Data Submission" means the data submission to be made in accordance with (as applicable) the Producer Responsibility Obligations (Packaging Waste) Regulations 2007; the Producer Responsibility Obligations (Packaging Waste) Regulations (Northern Ireland) 2007; the Waste Batteries and Accumulators Regulations 2009; and/or the Waste Electrical and Electronic Equipment Regulations 2006 (each as may be amended or replaced from time to time).

"Obligation Map" means the products, activities and companies as set out in the Proposal which shall be used by Valpak to prepare Client's Data Submission.

"Weights Data" means any packaging, waste electrical and electronic equipment, and batteries weights and/or weights related data that Valpak collects itself or directly from Client's suppliers.

2 OBLIGATION MAP

- 2.1 Client acknowledges and agrees that the Services (or parts of the Services), the Timeline and/or the Fees may need to be revised or amended as a result of alterations to the Obligations Map.
- 2.2 Client acknowledges and agrees that the provision of the Services is dependent on data provided by the Client (including the Obligation Map) being complete, accurate and up to date. Accordingly, Client shall to use its best endeavours to ensure that the Obligation Map is an accurate and complete reflection of Client's business activities.

3 DATA SUBMISSION

- 3.1 On receipt of the Client Data in accordance with clause 5.1 of the General Terms (or corrections to the Client Data pursuant to clause 5.2 of the General Terms) Valpak will calculate Client's Data Submission using the Client Data and such Third Party Data (if any). Valpak will use its reasonable endeavours to provide the results of these calculations and the proposed Data Submission to Client (together with such other consultancy services, information and recommendations as set out in the Services or as agreed in writing between the parties) on or before the dates set out in the Timeline (or as otherwise agreed in writing between the parties from time to time or as extended by any delay in supply of Client Data under clause 5.1 of the General Terms or clause 3.1 of these Special Terms (Data Management)).
- 3.2 Where the Services are to be provided on the basis that Client will provide to Valpak all Weights Data ("**without weights**"), then Client shall be responsible for ensuring the accuracy of such Weights Data.
- 3.3 Where the Services are to be provided on the basis that Client will not provide to Valpak any Weights Data ("**with weights**") Valpak will use reasonable endeavours to collect such Weights Data through contacting Client's suppliers or manually weighing items as required.
- 3.4 Clause 3.2 of these Special Terms (Data Management) is subject to Client providing Valpak with a complete, accurate and up to date list of all of Client's suppliers and providing Valpak with such further assistance as Valpak may reasonably request in relation to Valpak obtaining Weights Data from such suppliers.

- 3.5 Where Valpak needs to manually weigh items in order to obtain any Weights Data, Valpak will treat such items with reasonable skill and care but may require some items to be removed from their associated packaging thereby making such items unsaleable. Client agrees to reimburse Valpak for any and all costs associated with the removal of items from their associated packaging and the safe disposal of such packaging and Client agrees to fully co-operate with Valpak and provide such access and assistance as may be reasonably required as part of this process.