



These agreement terms and conditions (“**Agreement Terms**”) shall be used in connection with the customer making an order (the “**Order**”) for goods or services on the Smart Retur website www.smartretur.no (the “**Websites**”). The Agreement Terms specify the Parties’ most important rights and obligations relating to the Agreement, and is supplemented by the Norwegian Sales of Goods Act and other relevant legislation. Where the Agreement Terms deviate from voluntary legislation, the Agreement Terms shall take precedence.

1. The Parties and the Agreement

Through the Order, an agreement shall be entered (the “**Agreement**”) between Smart Retur Norge AS (“**Smart Retur**”) and the customer (the “**Customer**”) consisting of the information provided by the customer in the Order (including about the products and/or services to be ordered) and the information Smart Retur provides on its Websites (including about the quality, price and delivery terms), as well as [Appendix 1](#) (Code of Conduct and Ethical Guidelines) and [Appendix 2](#) (data processing agreement) of these Agreement Terms.

The Parties to the Agreement shall be:

- (i) Smart Retur – Smart Retur Norge AS, org. no. 894 511 192 and
- (i) the Customer – the legal person who makes the Order on the Websites,

who shall be referred to in the following individually as “**the Party**” and jointly as “**the Parties**”.

The Agreement shall be binding for the Parties from the point at which the Order is entered on the Websites by the Customer and Smart Retur has confirmed the Order as described below in point 2.

2. Delivery terms

Smart Retur shall deliver goods, including partial deliveries, at the agreed time. Unless otherwise specifically agreed, the standard delivery time of two (2) working days applies as described below. Delivery times may be extended if a delay is due to the Customer or Customer’s arrangements, or if the delivery is delayed by conditions beyond the control of Smart Retur, including delays from the manufacturer.

In connection with the Order, the following procedures must be followed by the Parties:

- The Customer must place the Order, either a delivery/sale to Smart Retur or delivery/purchase from Smart Retur, in the Smart Retur customer portal (www.smartretur.no)
- Smart Retur will confirm the Order within 24 hours of the order being placed. Confirmation can be sent by email, and the status of the order will always be available on the customer portal.
- Standard delivery lead time or collection is two working days for registered orders before 12:00. An express fee can be paid if you need a delivery sooner.
- In situations where the purchase is for new products obtained from the manufacturer, Smart Retur reserves the right to re-confirm prices and lead times according to the manufacturer’s sales and delivery terms and conditions. In these cases, the Customer must approve this before the final order is processed by the manufacturer.

Smart Retur provides any documentation through the Smart Retur’s online customer solution.

Smart Retur offers transport solutions unless the Customer wants to do this themselves. If there is no specific agreement, then Smart Retur’s standard prices and transport solutions apply.



3. Prices and payment terms

The price for goods and services shall be the standard spot price applicable on the delivery date as stated at all times on the Websites.

Unless otherwise agreed in writing, the price is exclusive of transport costs and VAT, as well as any other fees. For all purchases, services and sales, the agreed prices and delivery prices apply for goods delivered to/from one of Smart Retur's warehouses. Variations may occur at other warehouses due to shipping charges. Reservations are made for price changes and changes to the supplier/product without notice, as well as for misprints in price lists and other written materials. Pallets and loading in addition to regular unloading are charged separately.

Unless otherwise agreed, the standard payment terms of net payment within 20 days after delivery to the Customer apply. Smart Retur shall invoice the Customer on an ongoing basis unless otherwise agreed.

The Customer shall pay all taxes and fees, as well as all environmental charges (if applicable), levied on delivered goods. Payment shall be made in accordance with Smart Retur's invoice.

For late payments, interest on arrears shall be levied in accordance with the Act of 17 December 1976 no. 100 or acts that supersede this. Smart Retur reserves the right to request a fee for payment reminders. Payment shall occur by the stated due day. Smart Retur may halt further deliveries if payment is not received. Payment is considered as received once the amount has been received in Smart Retur's account. If partial deliveries have been agreed, Smart Retur may send an invoice for each delivery.

Payments shall not be withheld, off-set or reduced due to complaints, claims or counterclaims by the Customer without written approval beforehand from Smart Retur.

4. Deliveries and complaints

If Smart Retur is not able to observe the agreed delivery time, or if delays on the part of Smart Retur are regarded as likely, the Customer shall be informed of this in good time. Smart Retur shall provide information about when the delivery may take place as soon as possible. If Smart Retur does not make the delivery by the new date, the Customer has the right terminate undelivered goods if the delay is significant. The Customer cannot cite delays as a reason for further remedies for a breach of contract of any kind, including its damages liability towards Smart Retur.

Ordered goods that are ready for delivery and procured goods cannot be cancelled by the Customer and will be charged at their full price. If Smart Retur's supplier makes a cancellation of any kind that affects Smart Retur, Smart Retur has a corresponding right of cancellation towards the Customer. Returns of sold goods are not accepted without a written agreement between the Parties. Returns of undamaged, saleable and stored goods may be accepted according to the following criteria:

Upon receipt of goods, the Customer shall immediately check these in a manner that is customary for the industry, including checking that goods received conform with the delivery note and making the appropriate quality checks. Any deviations or obvious damage shall without undue delay after receipt be reported to the carrier and Smart Retur, where the Customer must document/prove in writing any damages or defects. The complaint from the Customer shall specify the manner, extent and consequences of the claimed defects as far as this is possible. The Customer loses the right to claim a defect if the Customer does not inform Smart Retur without undue delay after the Customer has or should have discovered the defect.

For defects that are not discovered during the receipt of goods, the Customer shall make a complaint no later than 60 calendar days after the Customer discovered or should have discovered the defect and at any point before the goods are put into use. If the Customer does not make a complaint by the deadline, the Customer loses its right to raise a complaint. In any case, the Customer may not raise a



claim against Smart Retur more than one (1) year after delivery of used products and two (2) years after delivery of new products.

If there is a defect and a complaint is raised in time, Smart Retur is obliged, without undue delay and at its own discretion, to rectify the defects or make a redelivery. If Smart Retur, without undue delay, either rectifies defects or redelivers the goods, the Customer shall not be able to proceed further with remedies for a breach of contract of any kind, including its damages liability towards Smart Retur.

Smart Retur must be informed of any objections relating to the invoiced price, discounts or other conditions quickly and no later than one (1) week after receipt of the invoice. All invoices shall be paid by the due date, even if an objection is raised, unless otherwise agreed with Smart Retur.

Smart Retur is under no circumstances responsible for the Customer's indirect losses or consequential losses, including losses related to damage to property and personal injuries that may have been caused by Smart Retur's products.

5. Confidentiality and intellectual property rights

The Parties shall not inform third parties of trade secrets (including information about prices, discounts and other commercial conditions) and technical secrets (together referred to as "**Confidential Information**"), which are shared between the Parties and to which the Parties and their respective employees receive access pursuant to the Agreement, unless the other Party has provided its written consent to this. The obligation to not share Confidential Information shall also apply after the termination of the Agreement. Smart Retur nevertheless has the right to copy, share and provide such information to third parties as necessary in order to achieve the purpose of the Agreement or have work performed by subcontractors and/or auxiliaries. The duty of confidentiality does not apply when the duty to provide information is not laid out in law, regulations or decisions made pursuant to law.

Intellectual property rights of any kind of which a Party held at entry into the Agreement and intellectual property rights which a Party may come to hold during the implementation of the Agreement shall remain fully with the Party concerned and may not be used in any way by the other Party beyond what is necessary for the implementation of the Agreement.

Smart Retur's customer website and other tools used by Smart Retur in relation to the implementation of this Agreement belong to Smart Retur and Customer has no right to copy or otherwise make use of all or parts of the solution for any other purpose than that of the cooperation with Smart Retur as a part of this Agreement.

6. Corporate social responsibility and ethical guidelines

Smart Retur's customers and suppliers have an important impact on Smart Retur's reputation as a quality-focused and socially responsible actor with high ethical and sustainability standards. Smart Retur therefore expects that all partners recognise their social and environmental responsibility. The Smart Retur Group has therefore drawn up a "Code of Conduct and Ethical Guidelines", which the Customer is obliged to operate its business in accordance with and accepts as a part of this Agreement and is attached as Appendix 1.

Smart Retur has a strong focus on the environment and does not sell or distribute products from rainforests.

7. Data protection – Data processing agreement

In connection to the implementation of the Agreement, Smart Retur shall, as the data processor, process all personal data on behalf of the Customer as the data controller. The rights and obligations between the Parties related to this processing are set out in the data processing agreement in Appendix 2.

8. Applicable legislation and legal venue

This Agreement shall be subject to and interpreted in accordance with Norwegian law, and disputes shall be settled by an ordinary court, with the Oslo District Court as the legal venue.



Appendix 1 Code of Conduct and Ethical Guidelines

Smart Retur - Code of Conduct

i. Introduction

Smart Retur strives to conduct business in a responsible manner and respect human rights, labour rights, protect health, safety and the environment, prevent corruption and in general, sound business practices. Smart Retur has set up this Code of conduct (hereinafter referred to as “CoC”) to make its position clear to its suppliers and other business partners (the “Suppliers”). This CoC is based on Ethical Trade Norway’s (IEH’s) principles for sustainable business conduct.

In addition to other quality and commercial aspects, Smart Retur will consider compliance with this CoC when selecting Suppliers. Smart Retur expect that the Suppliers always try to exercise good judgement, care and consideration by following the requirements and the intentions of the CoC. Furthermore, Smart Retur expect the Suppliers to be transparent and have an open dialogue about challenges they encounter as part of their operations. When this CoC has been communicated to the Supplier, it shall be regarded as a contract document between Smart Retur and the Supplier. In addition to adherence to this CoC, Smart Retur expects all its Suppliers to comply with applicable national and international laws and standards.

ii. Compliance with this Code of conduct and improvements

The Supplier shall take effective measures to ensure that its performance under this CoC respect Human Rights consistent with the United Nations Guiding Principles on Business and Human Rights. To this effect, the Supplier shall take all reasonable steps to avoid, or otherwise appropriately address or remedy, including through the establishment of appropriate grievance mechanisms, adverse impacts on Human Rights (as defined below) which it or any of its affiliates, or any officer, director, agent, representative or employee of the Supplier or such affiliates may cause or contribute to.

The Supplier shall identify the risk of Human Rights' violation in its own supply chain and shall on a risk-based approach actively seek to safeguard Human Rights in the supply chain. The Supplier shall use best efforts to include contractual clauses that set out the same requirements and obligations as this clause in agreements with its own suppliers.

The Supplier shall promptly, and in writing, reply to any questions from Smart Retur related to its compliance with the obligations set out in this clause.

The Supplier agrees to notify Smart Retur promptly in writing upon discovery of any instance where it fails to comply with this clause. In such event, the Supplier shall promptly take adequate mitigating measures to minimize any adverse effect on Smart Retur and any potential breaches of Human Rights it causes.

For the purpose of this clause, the following definition shall apply:

“Human Rights” means inter alia child labor, discrimination, sexual harassment, and violence against women, forced labor, occupational health and safety (e.g., worker related injury and ill health), violations of the right of workers to establish or join a trade union and to bargain collectively, non-compliance with minimum wage and the use of hazardous chemicals.

iii. Requirements relating to own practice

Smart Retur will continuously work to improve its policies and practice to enable its Suppliers to be able to comply with the CoC. Everyone shall oppose all forms of corruption, money laundering and



fraud. Neither Smart Retur nor any of its employees shall ever offer or accept illegal or unlawful monetary gifts or other forms of remuneration in order to secure business-related or private benefit, or benefit for customers, agents or suppliers. Furthermore, all employees shall perform their work in a responsible manner and not become involved in methods that are damaging to Smart Retur's reputation, the industry it operates in or its shareholder(s). All employees shall, in their daily work, show loyalty to Smart Retur and actively seek to perform all work with integrity, respect and honesty. Smart Retur and its Suppliers shall avoid partners that operate in countries subject to international boycott by the United Nations and/or Norwegian Authorities.

iv. Requirements

Ethical Trade Norway's (IEH) principles for sustainable business conduct are founded on key UN and International Labour Organization conventions and documents. National laws shall be respected, and where the provisions of law and IEH's ethical trade principles address the same subject, the most stringent shall apply.

1. Forced and compulsory labour (ILO Conventions Nos. 29 and 105)

- 1.1 There shall be no forced, bonded or involuntary prison labour.
- 1.2 Workers shall not be required to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice.

2. Freedom of Association and the Right to Collective Bargaining (ILO Conventions Nos. 87, 98, 135 and 154)

- 2.1 Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively. The employer shall not interfere with, obstruct, the formation of unions or collective bargaining.
- 2.2 Workers' representatives shall not be discriminated and shall have access to carry out their representative functions in the workplace.
- 2.3 Where the right to freedom of association and/or collective bargaining is restricted under law, the employer shall facilitate, and not hinder, the development of alternative forms of independent and free workers representation and negotiations.

3. Child Labour (UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146)

- 3.1 The minimum age for workers shall not be less than 15 and comply with i) the national minimum age for employment, or; ii) the age of completion of compulsory education, whichever of these is higher. If local minimum is set at 14 years in accordance with developing country exceptions under ILO Convention 138, this lower age may apply.
- 3.2 There shall be no recruitment of child labour defined as any work performed by a child younger than the age(s) specified above.
- 3.3 No person under the age of 18 shall be engaged in labour that is hazardous to their health, safety or morals, including night work.
- 3.4 Policies and procedures for remediation of child labour prohibited by ILO conventions no. 138 and 182, shall be established, documented, and communicated to personnel and other interested parties. Adequate support shall be provided to enable such children to attend and complete compulsory education.



4. Discrimination (ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women)

- 4.1 There shall be no discrimination at the workplace in hiring, compensation, access to training, promotion, termination or retirement based on ethnic background, caste, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 4.2 Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

5. Harsh or Inhumane Treatment

- 1.1 Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, is prohibited.

6. Health and Safety (ILO Convention No. 155 and ILO Recommendation No. 164)

- 6.1 The working environment shall be safe and hygienic, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Hazardous chemicals and other substances shall be carefully managed. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 6.2 Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers.
- 6.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 6.4 Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.

7. Wages (ILO Convention No. 131)

- 7.1 Wages and benefits paid for a standard working week shall as minimum meet national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs, including some discretionary income.
- 7.2 All workers shall be provided with a written and comprehensible contract outlining their wage conditions and method of payments before entering employment.
- 7.3 Deductions from wages as a disciplinary measure shall not be permitted.

8. Working Hours (ILO Convention No. 1 and 14)

- 8.1 Working hours shall comply with national laws and benchmark industry standards, and not more than prevailing international standards. Weekly working hours should not on a regular basis be more than 48 hours.
- 8.2 Workers shall be provided with at least one day off for every 7 day period
- 8.3 Overtime shall be limited and voluntary. Recommended maximum overtime is 12 hours per week, i.e. that the total working week including overtime shall not exceed 60 hours. Exceptions to this are accepted when regulated by a collective bargaining agreement.
- 8.4 Workers shall always receive overtime pay for all hours worked over and above the normal working hours (see 8.1 above), minimum in accordance with relevant legislation.

9. Regular Employment



9.1 Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.

9.2 All workers are entitled to a contract of employment in a language they understand.

9.3 The duration and content of apprenticeship programs shall be clearly defined.

10. Marginalized Populations

10.1 Production and the use of natural resources shall not contribute to the destruction and/or degradation of the resources and income base for marginalized populations, such as in claiming large land areas, use of water or other natural resources on which these populations are dependent.

11. Environment

11.1 Measures to minimize adverse impacts on human health and the environment shall be taken throughout the value chain. This includes minimizing pollution, promoting an efficient and sustainable use of resources, including energy and water, and minimizing greenhouse gas emissions in production and transport. The local environment at the production site shall not be exploited or degraded.

11.2 National and international environmental legislation and regulations shall be respected, and relevant discharge permits obtained.

11.3 To comply with EU timber regulation 995/2010, Suppliers of timber, paper and pulp products have to ensure the legality of their production and supplies, ensure that controlled products composed by timber, pulp, paper or their derivatives does not come from:

- Forest areas where traditional or civil rights are not respected.
- High Conservation Value Forests (HCVFs)
- Natural forests or peatlands cleared for conversion into plantations (e.g. eucalyptus, acacia) or other use (e.g. palm oil, soya bean).
- Genetically Modified trees - genetic modification allows to modify trees characteristics by inserting in their genes, genetic material from another tree of the same or another specie, or from another living organism.
- Species listed by IUCN (International Union for Conservation of Nature) Red List as VUlnerable (VU), ENdangered (EN) and CRitically endangered (CR) or species listed by CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) unless FSC certified.

12. Corruption

12.1 Corruption in any form is not accepted, including bribery, extortion, kickbacks and improper private or professional benefits to customers, agents, contractors, suppliers or employees of any such party or government officials.

13. Supplier's management systems

Management systems are central for the implementation of ethical guidelines. Smart Retur emphasizes the importance of the Supplier having systems that support the implementation of these. The expectations are:

- The Supplier should appoint a responsible person, central to the organisation, for the implementation of the ethical guidelines in its company.
- The Supplier shall make the guidelines known in all relevant parts of its organization.



- The Supplier shall obtain consent from Smart Retur before production or parts of production are outsourced to a subcontractor/contractor where this has not been agreed in advance.
- The Supplier must be able to explain where goods ordered by Smart Retur are produced.



Appendix 2 Data processing agreement

These standard agreement terms and conditions (the Terms) are agreed in accordance with article 28, number 3 of Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation) for the data processor's processing of personal data and usage between Smart Retur Norge AS ("the data processor") and the Customer ("the data controller") who has made an Order on a Smart Retur website (the Websites).

The Terms are agreed in order to comply with the General Data Protection Regulation and ensure the protection of the fundamental rights and freedoms of natural persons.

1. Introduction

- (1) These Terms specify the rights and obligations of the data controller and the data processor when the data processor processes personal data on behalf of the data controller.
- (2) These Terms are designed to ensure the compliance of the Parties with article 28, number 3 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (3) In connection with the data controller's (the Customer's) use of Smart Retur's online customer system, the data processor processes personal data on behalf of the data controller in accordance with these Terms.
- (4) The Terms take precedence in relation to any corresponding provisions in other agreements between the Parties.
- (5) There are four appendices to these Terms, and the appendices form an integral part of these Terms.
- (6) Appendix A contains further information on the processing of personal data, including the purpose and nature of processing, the type of personal data, categories of registered data and the duration of the processing.
- (7) Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors approved by the data controller.
- (8) Appendix C contains the data controller's instructions regarding the data processor's processing of personal data, a description of the minimum security measures that the data processor must implement, and how audits of the data processor and any sub-processor shall be performed.
- (9) Appendix D contains provisions on other activities that are not covered by the Terms.
- (10) The Terms and associated appendices shall be retained in writing, including electronically, by both Parties.
- (11) These Terms do not exempt the data processor from obligations set by the General Data Protection Regulation or other legislation.



2. Rights and obligations of the data controller

- (1) The data controller is responsible for ensuring that the processing of personal data occurs in accordance with the General Data Protection Regulation (see article 24 of this regulation), applicable personal data protection conditions in Union law or national law of member states and these Terms.
- (2) The data controller has the right and obligation to determine the purpose of the processing of personal data and which means are to be used.
- (3) The data controller is responsible for, among other things, ensuring that there is a basis for the processing of personal data that the data processor has been instructed to do.

3. The data processor acts according to instructions

- (1) The data processor shall only process personal data according to documented instructions from the data controller unless otherwise required by Union law or national law of member states of which the data processor is subject to. These instructions shall be specified in Appendices A and C. Subsequent instructions may also be provided by the data controller while personal data is being processed; however, the instructions shall always be documented and stored in writing, including electronically, along with these Terms.
- (2) The data processor shall immediately inform the data controller if instructions from the data controller are, in the view of the data processor, contrary to the General Data Protection Regulation or applicable data protection provisions in Union law or national law of member states.

4. Confidentiality

- (1) The data processor may only provide access to the personal data processed on behalf of the data controller to persons subject to the data processor's authority to issue instructions who have committed themselves to confidentiality or are subject to a suitable statutory duty of confidentiality and only to the extent necessary. The list of persons who have received access shall be reviewed on an ongoing basis. On the basis of such a review, access to personal data may be revoked if it is no longer necessary and the personal data shall then no longer be accessible to these persons.
- (2) The data processor shall upon request from the data controller be able to prove that the persons currently subject to the data processor's authority to issue instructions are subject to the above-mentioned duty of confidentiality.

5. Security of processing

- (1) Article 32 of the General Data Protection Regulation states that "Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the controller and the processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk".

The data controller shall assess the risks to the rights and freedoms of natural persons posed by the processing and implement measures to counteract these risks. Depending on the need, the measures may include:

- (a) the pseudonymisation and encryption of personal data



- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (2) According to article 32 of the General Data Protection Regulation, the data controller shall, independently of the data controller, also assess the risks to the rights and freedoms of natural persons posed by the processing and implement measures to counteract these risks. For this assessment, the data controller shall supply the necessary information for the data processor concerned to be in a position to identify and assess such risks.
- (3) The data processor shall also assist the data controller by complying with the data controller's obligations according to article 32 of the General Data Protection Regulation by, among other things, making necessary information available to the data controller about the technical and organisational security measures already implemented by the data processor in accordance with article 32 of the General Data Protection Regulation, as well as all other information necessary for the data controller to be able to comply with its obligations according to this same article 32.

If, in the view of the data controller, refuting the identified risks requires that further measures be implemented than those the data processor has already implemented, the data controller shall state these measures in Appendix C.

6. Use of sub-processors

- (1) The data processor shall fulfil the conditions laid out in article 28, numbers 2 and 4 of the General Data Protection Regulation to make use of another data processor (a sub-processor).
- (2) The data processor must therefore not use a sub-processor to fulfil the Terms without having obtained general written approval beforehand from the data controller.
- (3) The data processor has the general approval of the data controller to use sub-processors. The data processor shall notify the data controller in writing of any planned changes regarding the addition or replacement of sub-processors with at least one month's notice and thus provide the data controller with the opportunity to reject such changes before the described sub-processor(s) is engaged.
- (4) If the data processor engages a sub-processor to carry out specific processing activities on behalf of the data controller, the subcontractor shall be subject to the same obligations with regard to the protection of personal data that are laid out in these Terms through an agreement or other legal document in relation to Union law or national law of member states where sufficient guarantees are specifically stated that technical and organisational measures shall be carried out that ensure that the processing complies with the requirements in this regulation.

The data processor is therefore responsible for requesting that the sub-processor at a minimum complies with the data processor's obligations pursuant to these Terms and the General Data Protection Regulation.



- (5) A copy of such sub-processor agreements and any subsequent changes shall, upon request of the data controller, be sent to the data controller, who will thus have the opportunity to ensure that the sub-processors are subject to the same obligations with regard to the protection of personal data as set out in this Agreement. Commercial provisions that do not affect the data protection content of the sub-processor agreement are not subject to the requirement to send a copy to the data controller.
- (6) The data processor shall include in the sub-processor agreement the data controller as a beneficiary third party in the event that the data processor goes into administration so that the data controller can acquire the data processor's rights and transfer them to the sub-processor, which, for example, would put the data controller in a position to instruct the sub-processor about erasing or returning the personal data.
- (7) If the data processor does not fulfil its data protection obligations, the data processor shall be fully responsible to the data controller for the fulfilment of the sub-processor's obligations. This does not affect the data subject's rights under the General Data Protection Regulation, in particular those enshrined in articles 79 and 82 of the Regulation, in relation to the data controller and processor, including the sub-processor.

7. Transfer to third countries or international organisations

- (1) The data processor may only transfer personal data to third countries or international organisations upon documented instruction from the data controller, and such transfer shall always occur in accordance with Chapter V of the General Data Protection Regulation.
- (2) If the transfer of personal data to a third country or an international organisation is required in accordance with Union law or national law of member states to which the data processor is subject and which the data processor was not instructed to do so by the data controller, the data processor shall inform the data controller about such legal requirements before the processing unless this right out, of consideration for important public interests, prohibits such notification.
- (3) Without documented instructions from the data controller, the data processor may not within the framework of these Terms:
 - (a) transfer personal data to a data controller or data processor in a third country or an international organisation
 - (b) entrust the processing of personal data to a sub-processor in a third country
 - (c) process personal data in a third country
- (4) The data controller's instructions with regards to the transfer of personal data to a third country, including the potential transfer basis in Chapter V of the General Data Protection Regulation on which the transfer is based, shall be stated in Appendix C.6.
- (5) The Terms shall not be confused with standard data protection conditions as discussed in article 46, number 2, letters (c) and (d) of the General Data Protection Regulation, and these Terms cannot constitute a basis for the transfer of personal data under Chapter V of the General Data Protection Regulation.



8. Assistance for the data controller

- (1) The data processor shall, taking into account the nature of processing and to the extent possible, through suitable technical and organisational measures, assist the data controller in fulfilling their obligation to respond to requests that the data subject has provided to exercise their rights enshrined in Chapter III of the General Data Protection Regulation.

This means that the data processor shall, as far as possible, assist the data controller in the data controller's fulfilment of:

- (a) its disclosure requirement when collecting personal data from data subjects
 - (b) its disclosure requirement if personal data are not collected from the data subject
 - (c) the data subject's right to access data
 - (d) the right to rectification
 - (e) the right to erasure of data ("right to be forgotten")
 - (f) the right to restrict processing
 - (g) the notification obligation regarding rectification or erasure of personal data or restriction of processing
 - (h) the right to data portability
 - (i) the right to object
 - (j) the right to not be the object of a decision that is based exclusively on automatic processing, including profiling
- (2) In addition to the data processor's obligation to assist the data controller in accordance with point 6.3 of the Terms, the data processor shall also, taking into account the nature of processing and the information available to the data processor, assist the data controller with:
- (a) the data controller's obligations in the event of a breach of personal data security without undue delay and when possible, no later than 72 hours after becoming aware of this, report the breach of personal data security to the competent supervisory authority, the Datatilsynet (the Norwegian Data Protection Authority), unless the breach is not likely to pose a risk to the rights and freedoms of natural persons
 - (b) the data controller's obligation to inform the data subject without undue delay of a breach of personal data security when it is likely that the breach poses a high risk to the rights and freedoms of natural persons
 - (c) the data controller's obligation to carry out an assessment before processing of the consequences the planned processing will have for personal data protection (assessment of data protection consequences)
 - (d) the data controller's obligation to consult with the competent supervisory authority, the Datatilsynet, before processing if an assessment of data protection consequences



indicates that the processing poses a high risk if the data controller does not implement measures to reduce the risk.

- (3) In Appendix C, the Parties shall state the suitable technical and organisational measures through which the data processor shall assist the data controller, as well as the scope and extent of the assistance required. This applies to obligations resulting from points 9.1 and 9.2 of the Terms.

9. Notification of breaches of personal data security

- (1) In the event of a breach of personal data security, the data processor shall inform the data controller about the breach without undue delay after becoming aware of this.
- (2) If possible, the data processor's notification to the data controller shall occur within 48 hours after the data processor became aware of the breach of personal data security so that the data controller can fulfil its obligation to report the breach to the competent supervisory authority, cf. article 33 of the General Data Protection Regulation.
- (3) In accordance with point 9, number 2, letter (a) of the Terms, the data processor shall assist the data controller in reporting breaches to the competent supervisory authority. This means that the data processor shall assist in obtaining the information listed below, which according to article 33, number 3 of the General Data Protection Regulation, shall be shown in the data controller's notification of the breach to the competent supervisory authority:
 - (a) the nature of the breach of personal data security, including where possible, the categories of and approximate number of data subjects affected, and the categories of and approximate number of listings of personal data affected
 - (b) the likely consequences of the breach of personal data security
 - (c) the measures the data controller has implemented or suggests implementing to handle the breach of personal data security, including where relevant measures to reduce any harmful effects resulting from the breach.
- (4) In Appendix C, the Parties shall state all information the data processor shall obtain when assisting the data controller in reporting breaches of personal data security to the competent supervisory authority.

10. Erasure and return of data

- (1) In the event of the termination of the data processing services, the data processor shall erase all personal data that has been processed on behalf of the data controller and confirm to the data controller that the data have been erased, unless Union law or national law of member states requires storage of personal data.
- (2) The following rules in Union law or national law of member states to which the data processor is subject require the storage of personal data after the termination of data processing services:
 - (a) Personal data collected through a form associated with the order of services will be stored for five (5) years after the end of the current financial year, cf. Act relating to bookkeeping of 19.11.2004, if an agreement has been entered into.



The data processor is obliged to exclusively process personal data for the purpose(s), for the length of time and under the conditions set out by these rules.

11. Audit, including inspection

- (1) The data processor shall make available all information to the data controller that is necessary to prove compliance with the obligations under article 28 of the General Data Protection Regulation and these Terms. Furthermore, the data processor shall enable and contribute to audits, including inspections, carried out by the data controller or another auditor authorised by the data controller.
- (2) The procedures for the data controller’s audits, including inspections, of the data processor and sub-processors are specified in Appendix C.7 and C.8.
- (3) The data processor is obliged to provide the supervisory authorities, which according to applicable legislation have access to the data controller or data processor’s premises, or representatives acting on behalf of the data authorities with access to the data processor’s physical premises upon presentation of proper proof of identification.

12. The Parties agreement on other conditions

The Parties may agree other conditions that apply to data processing services, for example damages liability, as long as these other conditions do not directly or indirectly go against these Terms or are harmful to the fundamental rights and freedoms of the data subject and the protection as a result of the General Data Protection Regulation.

13. Entry into force and termination

Both Parties may request the Terms be renegotiated if changes to the law or inadequacies in the Terms require this. The Terms apply as long as the data processing services last. During this period, the Terms cannot be terminated unless the Parties agree other terms that regulate the delivery of data processing services. If the delivery of data processing services are terminated, and the personal data are deleted or returned to the data controller in accordance with point 11.1 of the Terms and Appendix C.4, the Terms can be terminated with written notice from both Parties.



Appendix A Information about processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:

The purpose of processing personal data on behalf of the data controller is to facilitate the delivery of services in the agreement related to the purchase, sale or repair of wooden pallets, which requires that the data controller (the customer) registers their contact information and bank details.

A.2. The data processor's processing of personal data on behalf of the data controller shall focus primarily on (nature of processing):

The Customer (through its units and shops) being able carry out all orders related to the delivery and collection with transport directly in the Smart Retur Norge online customer system. In connection with these orders, Smart Retur shall process personal data about the Customer on behalf of the Customer in order to fulfil the orders. Smart Retur is therefore the data processor and processes personal data on behalf of the Customer.

A.3. The processing includes the following types of personal data about the data subject:

Postal address, bank account, telephone number, email address, name of the contact person and company name (sole proprietorship).

A.4. The processing includes the following categories of data subjects:

Employees, previous employees, suppliers, employees in partner firms and businesses.

A.5. The data processor's processing of personal data on behalf of the data controller may begin after the Terms have come into force. The processing has the following duration:

The Agreement applies as long as the data processor processes personal data on behalf of the data controller. If the data controller (the Customer) terminates the contractual relationship or deletes the data, the processing shall stop with the exception of processing necessary in accordance with point 10.2 of the Terms.

Appendix B Not included

Appendix C Instructions for processing personal data

C.1. Processing subject/instructions for processing

The data processor's processing of personal data on behalf of the data controller takes place by the data processor carrying out the following:

Through the agreement for the purchase, sale, and repair of wooden pallets, Smart Retur processes contact information and payment information about and on behalf of the data controller (the Customer) in order to deliver the service in accordance with the Agreement.

C.2. Information security

The level of security shall reflect:

The processing includes no sensitive personal data. Therefore, there is no need to set the level of security as "high". The data processor shall process personal data in accordance with the level of security common to the industry.

The data processor now has the right and obligation to take decisions relating to which technical and organisational security measures are to be implemented to establish the necessary (and agreed) level of security.

The data processor shall nevertheless, under all circumstances and as a minimum, implement the following measures, which have been agreed with the data processor:



Smart Retur shall keep protocol(s) (logs) of processing activities Smart Retur carries out on behalf of the data controller, which shall contain as a minimum the information required according to article 30 of the General Data Protection Regulation. The data controller may at any time demand access to the protocol(s).

Smart Retur shall make all information available to the data controller that is necessary to prove that the obligations set out in GDPR are met, as well as enable and contribute to audits, including inspections, carried out by the data controller or another authorised inspector from the data controller. This also includes providing access to security documentation. The data controller is directly responsible to the relevant supervisory authorities.

C.3 Assistance for the data controller

The data processor shall, to the extent possible and as described below, assist the data controller in accordance with points 9.1 and 9.2 of the Terms by implementing the following technical and organisational measures:

The data processor shall assist the data controller to the extent that may be required under the provisions of data protection legislation.

C.4 Storage period/erasure procedures

Personal data are stored for as long as the personal data are processed on behalf of the data controller, after which it is erased automatically by the data processor.

Upon termination of data processing services, the data processor shall either erase or return the personal data in accordance with point 11.1 of the Terms, unless the data controller, after having signed the Terms, has changed their original choice. Such changes shall be documented and stored in writing, including electronically along with the Terms.

C.5 Location of processing

Processing of personal data that is covered by the Terms cannot, without the written approval of the data controller beforehand, take place in another location than the following:

Agnitio AS
 Jotunvegen 1
 6884 ØVRE ÅRDAL

Upon entry into force of the Terms, the data controller shall approve the use of the following sub-processors:

Name	Org. no.	Address	Description of processing
Accigo AS	917441499	Dronning Eufemias gate 6A, 0191 Oslo	IT supplier and support function
Agnitio AS	983089771	Jotunvegen 1 6884 ØVRE ÅRDAL	Operator

C.6 Instructions for the transfer of personal data to third countries

If the data controller does not provide documented instructions regarding the transfer of personal data to a third country or international organisation in the Terms or subsequently thereafter, the data processor may not, within the framework of the Terms, perform such a transfer.

C.7 Procedures for the data controller’s audits, including inspections, of the processing of personal data that has been transferred to the data processor

The data controller or its representative may during the agreement period carry out a physical inspection of the locations where the data processor processes personal data, including physical premises and systems used for and related to processing in order to establish that the data processor



is complying with the General Data Protection Regulation, applicable provisions on the protection of personal data in Union law or the national law of member states and the Terms.

In addition to planned inspections, the data controller may carry out an inspection of the data processor as and when the Parties believe it necessary.

Any fees the data controller may incur in carrying out a physical inspection shall be covered by the data controller itself. The data processor shall nevertheless make available the resources (primarily the time) necessary for the data controller to be able to carry out its inspection.

Appendix D The Parties' regulation of other conditions

D.1 General - Main Agreement

The main agreement between the Parties allows the Customer to order deliveries of goods by and through Smart Retur. The customer relationship involves the Customer registering one or more customer profiles in Smart Retur's software and database to manage the contractual relationship of the main agreement. This means registering the company as a customer in Smart Retur's register, with the subsequent registering of the customer's representatives including their name, telephone number, email address and relationship to the company/employer in the data.

D.2 Scope of responsibility - processing of personal data

Smart Retur's database in this software is accessible to all Smart Retur customers and the customers' chosen representatives meaning that customers in the database can contact each other and agree other deliveries between partners. Personal data is also accessible to Smart Retur employees.

The data controller (the Customer) is responsible for obtaining the legal basis for collecting, processing, storing, handing over and forwarding personal data, including ensuring that there is both internal and external consent where the employees and others needing to provide personal data accept the processing of personal data at Smart Retur. In addition, the data controller is responsible for keeping personal data and customer profiles updated at all times, including activating, updating and deactivating users as they end their employment relationship or if they should not have a customer profile in the Smart Retur database for any other reason.

The data controller shall immediately provide feedback about changes to customer profiles. The data controller shall notify Smart Retur if there is any suspicion of a breach of the above obligations or personal data protection legislation, or if such circumstances have been discovered.

The data controller shall cover all costs incurred by Smart Retur as a result of a breach of contract if the breach affects conditions on the part of the data controller.

D.3 Duty of confidentiality

Smart Retur has a duty of confidentiality for personal data that Smart Retur received access to as a result of the main agreement and processing of personal data. Smart Retur shall ensure that persons who are authorised to process personal data have committed to processing data in a confidential manner or are subject to a suitable statutory duty of confidentiality. This provision also applies after the termination of the main agreement.

Personal data is shared internally between Smart Retur's customers in its database as stated in point D.2. However, Smart Retur shall not reveal data or information that Smart Retur processes for the data controller to other third parties without explicit instruction from the data controller. For requests to Smart Retur regarding the data controller, Smart Retur shall communicate these to the data controller as soon as possible.

If Smart Retur is of the opinion that an instruction from the data controller goes against personal data protection legislation or other legislation, Smart Retur shall inform the data controller of this immediately.