



European Pallet Association e.V.

EPAL 2020 Schedule of Fees

Addendum 1 (Schedule of Licence Fees)

in accordance with Article 5.1 of the European Pallet Association e.V.'s Licensing Agreement (EPAL)

Applicable as of:

1st January 2020

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Introduction

This EPAL 2020 Schedule of Fees replaces all previous EPAL Schedules of Fees. It applies to all EPAL licensing agreements under Article 5.1 as EPAL's Schedule of Fees.

A Production and repair of EPAL load carriers

EPAL licensees, who produce and/or repair load carriers with the "EPAL in oval" mark (EPAL load carriers), are obligated to pay fees to EPAL.

The fees consist of the costs for the regular inspections of the licensees' business operations by EPAL's inspection company (inspection fee) and the fees for producing and repairing and marking EPAL load carriers (licence fees).

EPAL load carriers are

- 1 EPAL pallets:**
 - EPAL Euro pallets (800 x 1,200 mm)
 - EPAL 2 pallets (1,200 x 1,000 mm)
 - EPAL 3 pallets (1,000 x 1,200 mm)

- 2 EPAL Half pallets**
 - EPAL 6 Half pallets (800 x 600 mm, nailed)
 - EPAL 7 Half pallets (800 x 600 mm, riveted)

- 3 EPAL CP pallets**
 - EPAL CP pallets types 1-9

- 4 EPAL Box pallets**



I Inspection fees

The inspection fee is the amount that the licensee pays EPAL for conducting the regular inspections.

1 Incurrence of inspection fees

Inspection fees are incurred when inspections are conducted by EPAL's inspection company. The inspection covers, amongst other things,

- the running production and repair of EPAL load carriers
- the stock of produced and repaired EPAL load carriers
- any stored materials
- the work stations
- the records on self-monitoring

The inspection fee is also due, if the inspection company's inspector only conducts single components of the previously mentioned inspection, for example because temporarily no EPAL load carriers are being produced or repaired.

The inspection fee is also due if the inspector finds the business operation closed or if no inspection is conducted for reasons attributable to the licensee.

The number of inspections depends on the production or repair volumes.

The provisions of the EPAL Technical Regulations shall apply.

If the licensee maintains more than one location at which EPAL load carriers are produced or repaired, the inspection fee is due separately for each location. Should several monthly regular inspections take place on the basis of each production quantity, the inspection fee is due for every single inspection.



2 Level of inspection fees

2.1 Production of EPAL load carriers

The inspection fee for every single inspection for licensees with a licence to produce

▪ EPAL pallets (EPAL 1, 2 and 3)	EUR 280.00
▪ EPAL Half pallets (EPAL 6 and 7)	EUR 280.00
▪ EPAL CP pallets (CP pallets types 1-9)	EUR 280.00
▪ EPAL Box pallets	EUR 280.00

Should a licensee produce several different types of EPAL load carriers in a business premises, special inspection fees (see point 3) apply for inspecting the production of the second or more type of EPAL load carriers.

2.2 Inspection frequency

≤ 20,000 EPAL pallets:	1 inspection per calendar month
≤ 100,000 EPAL pallets:	2 inspections per calendar month
> 100,000 EPAL pallets:	3 inspections per calendar month

In the event of a culpable breach by a licensee (Level 2) of the provisions of the licensing agreement and the EPAL Technical Regulations, EPAL can increase the regular inspection frequency by one inspection per month for a duration of 12 months maximum.

2.3 Repair of EPAL load carriers

2.3.1 EPAL pallets and EPAL Half pallets

The level of inspection fee for repairing EPAL pallets and EPAL Half pallets varies and is determined by the volume of pallets that the licensee repairs.

The inspection fee for repairing EPAL pallets and EPAL Half pallets for a total annual repair volume of

▪ less than 5,000	EPAL pallets and EPAL Half pallets:	EUR 208.33
▪ 5,000 – 9,999	EPAL pallets and EPAL Half pallets:	EUR 166.67
▪ 10,000 – 29,999	EPAL pallets and EPAL Half pallets:	EUR 125.00
▪ 30,000 and more	EPAL pallets and EPAL Half pallets:	EUR 83.33



The number of repaired EPAL pallets and EPAL Half pallets in the previous calendar year (January to December) reported is the basis for calculating the licensee's repair volumes and thus the individual inspection fee.

Every January once the deadline for submitting monthly reports has expired for December, EPAL determines the repair volumes for licensees (number of EPAL pallets repaired by the licensee in the previous calendar year).

Should the licensee not have fully submitted the monthly reports for the previous year, only the repair figures for the incomplete monthly reports shall be used as a basis for classification purposes. Figures are rounded up to the next level in the classification.

Should the missing monthly reports be submitted later, licensees have no entitlement to a correction of the classification and invoices already issued.

2.3.2 EPAL Box pallets

The inspection fee for repairing EPAL Box pallets amounts to

EUR 230.00

3 Multiple licences

Should a licensee have several EPAL licences (production and/or repair of EPAL load carriers and/or different EPAL load carriers) for a business premises, the following applies:

3.1 Inspection fees for EPAL pallet load carriers

The inspection fee is only calculated once for an inspection if the licensee

3.1.1 produces EPAL pallets
(EPAL Euro pallets, EPAL 2/3 pallets or EPAL 6/7 Half pallets)

3.1.2 repairs EPAL pallets
(EPAL Euro pallets, EPAL 2/3 pallets or EPAL 6/7 Half pallets)

3.2 Inspection fee for several load carriers

For multiple licences at the same business premises the inspection fee is calculated per visit at a max. EUR 280.00.



4 Additional inspections

4.1 Repeat inspections

In the case of a negative inspection finding the test batch is impounded. The impounded EPAL load carriers are re-inspected by EPAL's inspection company once the faults are remedied (repeat inspection).

If the repeat inspection is conducted at the next regular inspection, no additional fees are incurred.

If the repeat inspection is conducted upon request by the licensee in an additional inspection at short notice, the licensee bears the associated costs.

4.2 Extraordinary inspections

In addition to regular inspections, EPAL is entitled to conduct extraordinary inspections, if specific, factual grounds justify the suspicion that a licensee is not complying with the licensing terms.

The licensee bears the cost of the extraordinary inspection, should a breach of the licensing terms be determined.

The costs of extraordinary inspections are identical to the inspection fee which would be incurred in the case of a single licence for the regular inspection of impounded test batches.



II Licence fees

The licence fee is the amount, which the licensee pays to use the “EPAL in oval” mark during the production and repair of EPAL load carriers. The licence fee is to be paid in addition to the inspection fee.

1 Incurrence of licence fees

The licence fee is a quota fee and is incurred with the production or repair of every single EPAL load carrier that bears the “EPAL in oval” mark.

1.1 Production

Licensees’ obligation to pay the licence fee is incurred with the marking of new EPAL load carriers with the “EPAL in oval” mark.

Marking is deemed completed when for example:

- Blocks with the “EPAL in oval” mark are fitted
(EPAL pallets and EPAL CP pallets)
- Pallets are marked with the “EPAL in oval” block marking
(EPAL pallets and EPAL CP pallets)
- Metal spacers with the “EPAL in Oval” mark are fitted
(EPAL Half pallets)
- Control staples with the “EPAL in oval” marking are driven in
(EPAL pallets, EPAL Half pallets and EPAL CP pallets)
- Identification plates with the “EPAL in Oval” mark are fitted
(EPAL Box pallets)
- Control seals with the “EPAL in Oval” mark are fitted
(EPAL Box pallets)

1.2 Repair

Licensees’ obligation to pay the licence fee is incurred with every repair to EPAL load carriers that bear the “EPAL in oval” mark.

A repair can be any work that changes the stock of a load carrier, which is not permitted without an EPAL licence (e.g. exchange of defective adding missing components, renewing marking etc.). The licence fee for repairing EPAL load carriers is incurred regardless of whether the marking of repaired EPAL load carriers is completed in compliance with the EPAL Technical Regulations.



2 Level of licence fees

2.1 Production of EPAL load carriers

The licence fee for the production of every single EPAL load carrier:

EPAL Euro pallets	EUR 0.06
EPAL 2 pallets	EUR 0.06
EPAL 3 pallets	EUR 0.06
EPAL 6 pallets	EUR 0.06
EPAL 7 Half pallets	EUR 0.06
EPAL CP pallets (Types 1-9)	EUR 0.06
EPAL Box pallets	EUR 0.20

2.2 Repair of EPAL load carriers

The licence fee for the repair of every single EPAL load carrier:

EPAL Euro pallets	EUR 0.06
EPAL 2 pallets	EUR 0.06
EPAL 3 pallets	EUR 0.06
EPAL 6 pallets	EUR 0.06
EPAL 7 Half pallets	EUR 0.06
EPAL CP pallets (Types 1-9)	EUR 0.06
EPAL Box pallets	EUR 0.10

3 Calculation of licence fees

The basis for calculating the licence fees by EPAL is the monthly reports on the number of EPAL load carriers produced or repaired.

The incurrence and due date for the licence fee however does not depend on the complete and accurate submission of the monthly reports.



3.1 Monthly reports

Licensees are obligated in accordance with Article 5.2 of the EPAL licensing agreement, to report to EPAL by the 10th day of the following month, the number of EPAL load carriers produced and/or repaired the previous month. Should no EPAL load carriers be produced or repaired in a month, than a “zero report” is to be submitted.

EPAL calculates the licence fees in accordance with the numbers reported by the licensee for EPAL load carriers produced and/or repaired.

3.2 Late monthly reports

Should a licensee be late submitting monthly reports, EPAL is entitled in addition to the regular inspections once per calendar month, to inspect the stock of EPAL means of identification marking (EPAL blocks, control staples and repair marking nails), in an extraordinary inspection. The licensee bears the associated costs of any extraordinary inspection.

3.3 Licence fees for missing stock of means of identification marking

Should a licensee have a negative deviation of means of identification marking, EPAL is entitled to calculate for every missing means of identification marking (control staples and repair marking nails) the licence fees in accordance with Section A.II.2.

A negative deviation is deemed to be if the number of means of identification markings in stock is smaller than the number of means of identification markings delivered to the licensee, minus the number of EPAL load carriers produced or repaired as reported by the licensee. The basis for the calculation is the stock taking by the inspection company, the number of means of identification markings delivered to the licensee in accordance with the report from the materials supplier and the licensee’s monthly reports.

In the case of a substantial amount missing, EPAL is entitled, in addition to calculating licence fees, to initiate infringement proceedings.



III Annual basic fee

1 Membership of an EPAL National Committee

In the case of the licensee's (production or repair) membership of an EPAL National Committee, the following applies:

1.1

EPAL licensees (producers and repairers) who are members of the EPAL National Committee, in the country in which the licensed operations are located, pay no annual basic fee.

1.2

If no National Committee exists for the country in which the licensed operations are located, and if the licensee, with EPAL's approval, is a member of another National Committee, there is also no obligation to pay the annual basic fee.

1.3

If the licensee is member of a National Committee, but not in the country in which their licensed operations are located, even though this country has a National Committee, then the annual basic fee amounts to EUR 2,500.00.

2 No membership of an EPAL National Committee

EPAL licensees (producers and repairers) who are not members of an EPAL National Committee pay an annual basic fee to EPAL per calendar year. The annual basic fee is paid by every company only once, regardless of the number of EPAL licences and the number of EPAL load carriers produced and/or repaired by the company.

2.1

The amount of the annual basic fee depends on whether an EPAL National Committee exists in the country in which the licensed operations are located.

The amount of the annual basic fee is

2.1.1	in countries without an EPAL National Committee	EUR 650.00
2.1.2	in countries with an EPAL National Committee	EUR 2,500.00



B Trade and services

EPAL dealers are companies which trade with EPAL load carriers and/or offer services (e.g. provision, collection, exchange, sorting etc.), without having an EPAL licence to produce or repair EPAL load carriers.

I Annual basic fee

EPAL dealers are obligated to pay an annual basic fee to EPAL.

This annual basic fee amounts to **EUR 1,500.00**

II Inspection fees

The EPAL dealer's business operations are regularly inspected by EPAL or by EPAL's inspection company in accordance with the specifications of the EPAL Technical Regulations.

The inspection fee for inspecting EPAL dealers is included in the annual basic fee.

C Materials suppliers

Materials suppliers are companies which produce components for EPAL load carriers (e.g. blocks, nails, branding plates) and supply to EPAL licensees.

I Production and distribution of EPAL blocks

Producers of blocks, which are for use in EPAL Euro pallets (EPAL blocks), are obligated to pay an annual basic fee to EPAL.

This annual basic fee amounts to

- | | | |
|---|----------------------------------|-------------------|
| 1 | for the first block type: | EUR 600.00 |
| 2 | for every additional block type: | EUR 250.00 |

II Production and distribution of EPAL nails

Producers of nails, which are for use in the construction or marking of EPAL Euro pallets (EPAL nails / repair marking nails) are obligated to pay an annual basic fee to EPAL.

This annual basic fee amounts to

- | | | |
|---|---------------------------------|-------------------|
| 1 | for the first nail type: | EUR 600.00 |
| 2 | for every additional nail type: | EUR 250.00 |



III Production and distribution of EPAL branding plates

Producers of EPAL branding plates for marking EPAL pallets are not obligated to pay an annual basic fee to EPAL.

Thus the annual basic fee amounts to **EUR 0.00**

IV Production and distribution of EPAL metal spacers

Producers of EPAL metal spacers for the construction and marking of EPAL Half pallets are obligated to pay an annual basic fee to EPAL.

This annual basic fee amounts to **EUR 600.00**

V Production and distribution of EPAL tubular rivets

Producers of EPAL tubular rivets which are for use in the construction of EPAL Half pallets are obligated to pay an annual basic fee to EPAL.

This annual basic fee amounts to

1 for the first rivet type: **EUR 600.00**

2 for every additional rivet type: **EUR 250.00**

VI Inkjet printing system and ink manufacturers

Manufacturers of inkjet printing systems and inks are obliged to pay EPAL an annual basic fee.

This annual basic fee amounts to **EUR 650.00**

D Other fees and costs

I Licensing / Approval

EPAL is entitled to calculate fees for the process of issuing licences and for inspecting technical requirements.

1 Processing the licensing agreement

The fee for processing the licensing agreement (approval for production and/or repair of EPAL load carriers and/or approved suppliers of EPAL means of identification marking) amounts to

EUR 550.00.

The processing fee is not incurred if the licensing agreement is processed by an EPAL National Committee and the company is applying for a membership agreement in the National Committee alongside the licensing agreement. In this case, the costs for processing the licensing agreement are calculated exclusively by the EPAL National Committee.



2 Technical inspections

2.1 Evaluation visit

The fee for inspecting the licensing technical requirements by the EPAL inspection company (evaluation visit) amounts to

EUR 600.00.

The fee for monitoring the licensing technical requirements by the EPAL inspection company (evaluation visit) in new markets (subject to development) is settled on offer, as well as subsequent inspections.

2.2 Issuing the entitlement to self-monitoring (Production Level 2)

The fee for monitoring the technical requirements for issuing the entitlement to self-monitoring (Level 2) by the EPAL inspection company amounts to

EUR 600.00.

2.3 Repeat inspections

In the case of a negative result at the evaluation visit or the inspection of the technical requirements for the issuing of the entitlement to self-monitoring, on request a repeat inspection is conducted. The costs for the repeat inspection are borne by the applicant, to an amount calculated by the EPAL inspection company.

II Costs of means of identification marking

The licensee shall bear the costs of the means of identification marking (control staples, repair marking nails, control seals). The costs amount to:

1 Control staples

1.1 Level 1 Producers

EUR 0.01

1.2 Level 2 Producers

EUR 0.009

2 Repair marking nails

according to the EPAL-registered supplier

3 Control seals

EUR 0.08

The costs of the means of identification marking are either calculated by EPAL or by the supplier to the licensee of the means of identification marking.



III Dunning fees

Should the licensee fall behind with paying due receivables or with fulfilling other contractual obligations, EPAL is entitled to calculate dunning fees.

E General specifications

I Value Added Tax

All euro amounts stated in this schedule of fees are net amounts, excluding VAT.

II Due date, invoicing and payment

1 Due date

The payment of fees and costs is due within a period of 14 days from the date of the invoice after the payment claim has been incurred.

2 Invoicing

Inspection and licence fees are calculated monthly by EPAL after fees have been incurred.

Annual basic fees are calculated annually at the beginning of the calendar year.

EPAL is entitled to send invoices by post or as an electronic document to licensees. In the case of electronic dispatch by email, the invoices are due for payment without a signature.

3 Payment

Fees should be paid to EPAL by bank transfer.

Licensees are obligated to state the invoice number and/or licence number when paying.

The licensee bears the cost of payment transactions (such as cost of transfer, bank fees, exchange rate differences, etc.).

4 Currency

Invoicing and payment are in euros exclusively.



III Default

Should the licensee fall behind with paying fees or submitting monthly reports, the following shall apply:

1 Reminders and dunning fees

EPAL is entitled to calculate dunning fees if the licensee falls behind with paying due receivables or with fulfilling other contractual obligations.

The dunning fees:

1.1	for the first reminder	EUR 5.00
1.2	for all additional reminders	EUR 10.00
		Max. EUR 15.00

2 Additional sanctions for payment default

Without prejudice to the right to termination of the licence without notice and other measures (e.g. legal assertion, imposition of contractual penalties), in the case of payment default EPAL is entitled to the following additional sanctions:

2.1 Stopping supply

Should the licensee fall behind with paying due receivables or with fulfilling other contractual obligations, EPAL is entitled to stop or suspend the supply of materials (e.g. EPAL blocks) or means of identification marking (e.g. control staples, repair marking nails, control seals, branding irons) to licensees and to instruct material suppliers to not acknowledge orders from the licensee.

2.2 Confiscating means of identification marking

Should the licensee fall behind with paying due receivables or with fulfilling other contractual obligations, upon written request from EPAL the licensee is obligated to return all means of identification marking (control staples, repair marking nails, control seals, branding irons) in their possession to EPAL for the attention of the inspection company. The licensee shall bear the



costs of returning the means of identification marking. The licensee has no claim for compensation of the value of the means of identification markings.

Should the licensee pay all due receivables and the licensing agreement is reinstated, the means of identification marking are returned. The licensee bears the costs associated with this return.

2.3 Additional measures

EPAL's right to additional legal measures such as:

- Legal assertion of payment claims
- Extraordinary or ordinary termination of the licensing agreement
- Instigation of infringement proceedings and imposition of a contractual penalty
- Confiscating means of identification marking or stopping supply
- Legal assertion of claims for discontinuance and damages for the continuation of the production or repairing of EPAL load carriers despite termination of the licensing agreement

remain unaffected.

European Pallet Association e.V.

Düsseldorf, 13th November 2019



D Fees table (Summary)

Inspection fees:

Production of EPAL load carriers	EUR 280.00
Repair of EPAL pallets, EPAL Half pallets and EPAL CP pallets	EUR 208.33 / EUR 166.67 / EUR 125.00 / EUR 83.33
Repair of EPAL Box pallets	EUR 230.00

Licence fees (per unit):

Production and repair of EPAL Euro pallets, EPAL Half pallets and EPAL CP pallets	EUR 0.06
Production of EPAL Box pallets	EUR 0.20
Repair of EPAL Box pallets	EUR 0.10
Production and repair of EPAL collars and lids	EUR ...

Annual basic fee:

Licensees without membership of a National Committee	EUR 650.00 / EUR 2,500.00
Trade and services	(annual fee including inspection fees) EUR 1,500.00
Block producers	
for the first block type	EUR 600.00
for every additional block type	EUR 250.00
Nail producers	
for the first nail type	EUR 600.00
for every additional nail type	EUR 250.00
Branding plate producers	EUR 0,00
Producers of metal spacers	EUR 600.00
Tubular rivet producers	
for the first rivet type	EUR 600.00
for every additional rivet type	EUR 250.00
Inkjet printing system and ink manufacturers:	
Printing system and ink	EUR 650.00

Licensing process:

Processing fee	EUR 550.00
(optional: National Committee's fee)	
Evaluation visit *	EUR 600.00
Level 2 inspection	EUR 600.00
Repeat inspection	dependent on expenditure

(* There are no processing or evaluation visit fees due for the production of CP pallets, last updated: 06/2019)

Costs of means of identification marking:

Control staples (Level 1 / Level 2):	EUR 0.01 / EUR 0.009
Control seals	EUR 0.08

Dunning fees:	EUR 5.00 / EUR 10,00
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