

General Terms and Conditions | PackControl

Version 2.0 | January 2026

These are the general terms and conditions of **PackControl B.V.**, having its registered office at Daalwijkdreef 47 (1103 AD), Amsterdam, the Netherlands, and registered with the Chamber of Commerce under registration number 84637854 ("PackControl"). PackControl offers a cloud-based software solution that enables its customers to administer the use and movements of reusable packaging. All agreements entered into between PackControl and its customers are governed by these general terms and conditions.

1. Definitions

In these General Terms and Conditions, all capitalised terms have the meanings set out below, both in their singular and plural forms.

Account: the username, password, and any other means of authorisation required by an End User to log in to and use certain parts of the Services.

Agreement: the entire agreement between PackControl and the Customer, which includes, without limitation, PackControl's quotation or offer, these General Terms and Conditions, and any data processing agreement entered into between the parties.

Authorised User: an individual natural person who is registered or permitted by the Customer to use the Signing Service pursuant to these General Terms and Conditions, and up to any maximum number of users or uses specified at the time of signing (where relevant).

Confidential Information: any information marked as confidential, or that should reasonably be understood by the receiving party to be of a confidential nature.

Customer: any legal entity or natural person acting in the course of a profession or business that enters into an Agreement with PackControl.

Customer Data: any data stored by the Customer or individual End Users through the Services, or otherwise made available to PackControl by the Customer or End Users in the context of the Agreement.

Documentation: all written materials, user manuals, and other documentation provided by PackControl relating to the Signing Service. Documentation does not include software code or information normally protected under a commercial licence.

End Users: any natural person using the Services under the Agreement, whether or not through an Account.

Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to copyright, database rights, domain name rights, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, and rights to know-how.

Materials: all websites, software, web applications, documentation, data, concepts, texts, images, reports, and all other products of the mind in the broadest sense.

Services: all work PackControl performs for the Customer under the Agreement, as described in PackControl's quotation or offer, which may include (i) providing the Software, (ii) configuring or modifying the Software, (iii) maintaining the Software, and (iv) providing support to End Users.

Signing Service: the service enabling electronic signatures to be created. This may consist of (i) the electronic signing functionality provided directly by PackControl (“Approvals”), or (ii) a digital signing service provided by an independent third party initiated or selected by the Customer (“External Signing Service”).

Software: PackControl’s cloud-based software solution made available to the Customer under the Agreement, enabling the Customer to administer the use and movements of reusable packaging.

Website: PackControl’s website, accessible via www.packcontrol.eu or related subdomains.

2. Applicability and Formation of the Agreement

2.1 Applicability

These General Terms and Conditions apply to all Agreements entered into between the parties, even if—during future quotations or offers—these terms are not explicitly provided again.

2.2 Quotations and Offers

All quotations and offers issued by PackControl are without obligation and valid for 30 days from the date stated therein. PackControl is not required to accept an acceptance received after this period. If PackControl does accept such acceptance, the quotation or offer is deemed accepted.

2.3 Deviating Acceptances

PackControl is not bound by an acceptance from the Customer that deviates from the quotation or offer, including deviations deemed minor under Section 6:225(2) of the Dutch Civil Code.

2.4 Hierarchy of Documents

If multiple documents form part of the Agreement, the following order of precedence applies:

1. PackControl’s quotation or offer;
 2. any additional written agreements signed by both parties;
 3. these General Terms and Conditions.
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3. Performance of the Agreement

3.1 Best Efforts

After acceptance of the offer, PackControl will make every effort to provide the Services as soon as practicable, in accordance with the Agreement. Deadlines are indicative and not strict (“fatale termijnen”).

3.2 Customer Responsibilities

The Customer must provide all information and cooperation reasonably required for PackControl to properly perform the Services.

3.3 Accuracy of Provided Information

The Customer warrants the accuracy and completeness of all information provided to PackControl. PackControl may suspend performance if information is found to be inaccurate or incomplete.

3.4 Implementation Support

PackControl is not required to implement or configure the Services unless expressly agreed. Additional support may be invoiced separately.

3.5 Customer Requests

PackControl will consider reasonable Customer requests. If PackControl cannot comply, reasons will be provided.

3.6 Instructions and Guidance

The Customer must follow reasonable instructions issued by PackControl.

3.7 Third Parties

PackControl may engage third parties to fulfil the Agreement. Related costs are borne by the Customer only if agreed in advance.

4. Accounts

4.1 Account Use

Some Services require an Account. The Customer is responsible for the confidentiality of login credentials.

4.2 Administrator Account

PackControl provides login details for an administrator account, enabling the Customer to create and manage Accounts for End Users.

4.3 Responsibility for Account Activity

All actions performed through an Account are at the Customer's risk.

4.4 Misuse

If misuse is suspected, the Customer must take immediate action and notify PackControl.

5. Rules of Use

5.1 Prohibited Use

The Customer may not use the Services unlawfully or in ways that cause harm, including distribution of harmful software or unlawful content.

5.2 End User Compliance

All End User activities are at the Customer's risk. End Users must accept the Terms of Use.

5.3 Misuse and Intervention

PackControl may intervene in cases of misuse.

5.4 Disclosure of Identity

PackControl may disclose identity details to third parties alleging infringement, where legally permitted.

5.5 Third-Party Websites

PackControl is not responsible for third-party websites linked through the Services.

5.6 Third-Party Services

Use of third-party services is at the Customer's risk.

5.7 Indemnification

The Customer indemnifies PackControl against claims arising from Customer Data or Customer/End User activities.

6. The Use of a Digital Signing Service

6.1 Licence Grant

Subject to these General Terms and Conditions, the Customer is granted a limited, non-exclusive, non-transferable right and licence to:

- use the Signing Service provided by PackControl ("Approvals");
- allow its End Users and Authorised Users to use the Signing Service; and
- use the Documentation solely for its own internal business operations.

This licence must be exercised in accordance with these General Terms and Conditions and any additional written terms issued by PackControl relating to the Signing Service.

6.2 Role of PackControl and Third-Party Signing Services

The Signing Service may consist of:

1. electronic signing functionality provided directly by PackControl ("Approvals"), or
2. a digital signing service offered by an independent third-party provider selected or initiated by the Customer ("External Signing Service").

When the Customer uses an External Signing Service:

- PackControl merely facilitates the technical integration;
- the External Signing Service is governed exclusively by that provider's terms and privacy policies;
- PackControl is not a party to any agreement between the Customer and the External Signing Service provider; and
- PackControl bears no liability for any availability, validity, security, or performance issues arising from the External Signing Service.

6.3 Customer Responsibility and Usage Conditions

The Customer is responsible for all use of the Signing Service. The Customer must ensure that:

- the Signing Service is used only for lawful purposes;
- each Authorised User is identified through a unique Account;
- Accounts are not shared between individuals;
- non-employees acting as Authorised Users are subject to confidentiality and obligations at least as restrictive as these General Terms and Conditions.

PackControl may suspend or terminate access to the Signing Service in case of violations.

6.4 Electronic Signatures and Legal Validity

PackControl does not warrant that electronic signatures collected through Approvals or an External Signing Service are legally valid or enforceable in all jurisdictions or circumstances. The legal suitability of electronic signatures is the sole responsibility of the Customer.

For clarity, Approvals uses technical measures and signing methods that are intended to enable the creation of legally binding electronic signatures under applicable law (including, where relevant, the eIDAS Regulation). However, whether a signature is legally valid in a specific transaction or jurisdiction depends on the Customer's particular use case, the legal requirements applicable to that use, and the manner in which the Signing Service is implemented by the Customer.

6.5 Signing Logs and Personal Data Processing

To provide and maintain the Signing Service, PackControl may process technical metadata, including:

- name and email address of the signer;
- IP address;
- authentication method;
- timestamp of signing;
- document identifiers and verification data.

PackControl processes such data as data processor on behalf of the Customer. External Signing Service providers may process additional personal data. Their processing is subject to their own policies.

Signing metadata is retained only as long as necessary to fulfil contractual obligations, unless a longer period is required by law.

7. Availability

PackControl will make reasonable efforts to keep the Services available but cannot guarantee uninterrupted availability. PackControl may temporarily suspend the Services for maintenance.

Where possible, PackControl will announce such maintenance in advance. Emergency maintenance may occur at any time without prior notice.

If threats arise to the operation of PackControl's systems or networks—such as excessive data traffic, cyberattacks, viruses, or poorly secured Customer systems—PackControl may take all measures reasonably necessary to mitigate these threats.

8. Maintenance

PackControl actively maintains the Software. Maintenance that may impact availability will be announced in advance where possible and scheduled during periods of lower usage. Emergency maintenance may occur without notice.

PackControl may add, modify, or remove functionalities from the Software from time to time. PackControl decides which functionality is added or modified. Changes that significantly impact functionality will be announced at least 14 days in advance.

9. Support

Customers are requested to consult the online documentation prior to contacting support. If further assistance is required, the Customer may contact PackControl's helpdesk via the Website.

PackControl aims to respond to support requests as soon as practicable.

10. User Limits

PackControl may impose usage limits, such as limits on the number of Accounts, storage capacity, or data traffic. Exceeding these limits may result in additional charges or temporary restriction of Services.

If no explicit limit applies, a fair use policy is in effect, meaning the Customer may use up to twice the capacity reasonably used by comparable customers.

PackControl is not liable for issues arising from exceeding usage limits.

11. Intellectual Property Rights

All Intellectual Property Rights relating to the Software and Materials provided under the Agreement remain with PackControl or its licensors.

The Customer receives only a non-exclusive, non-transferable, non-sublicensable right to use the Software and Materials for the term of the Agreement and for its own internal use.

The Customer may not reverse engineer, decompile, modify, or access source code unless permitted by mandatory law.

PackControl may implement technical measures to protect the Software; the Customer may not remove or circumvent such measures.

12. Customer Data and Privacy

PackControl will take appropriate security measures to protect Customer Data. All rights to Customer Data remain with the Customer. PackControl will process Customer Data solely for the purpose of providing the Services.

If Customer Data includes personal data as defined under the GDPR, a Data Processing Agreement applies.

Upon termination of the Agreement, Customer Data will be deleted or returned in accordance with Article 13.

13. Exit Scheme

Upon termination of the Agreement, the Customer may request a copy of its Customer Data in a common format. PackControl may charge reasonable costs for such extraction.

Requests must be submitted before the Agreement ends. Customer Data may be deleted after export or after termination if no request is made.

14. Confidentiality

Both parties will treat Confidential Information as strictly confidential and use it solely for the purpose for which it was provided. This duty applies to employees and third parties engaged.

15. Terms of Payment

The Customer must pay the prices stated in the Agreement. Prices are exclusive of VAT and other government levies.

Invoices must be paid within 14 days unless otherwise agreed. Disputed portions may be suspended if PackControl is notified within the payment term.

Failure to pay may result in statutory commercial interest, suspension of Services, and recovery of collection costs.

PackControl may adjust its rates annually based on CPI. Increases above 5% permit termination.

16. Liability

PackControl's total liability per calendar year is limited to the amount paid by the Customer over the previous 12 months, excluding one-off costs.

PackControl is not liable for indirect damages such as lost profits, reduced goodwill, or business interruption.

Liability exclusions do not apply in cases of intent, wilful recklessness, or death/personal injury.

17. Force Majeure

PackControl is not obliged to perform under circumstances of force majeure, including but not limited to fire, floods, strikes, power failures, network attacks, and supplier failures.

If force majeure lasts longer than three months, either party may terminate the Agreement without compensation.

18. Duration and Termination

The Agreement is entered into for the period stated in the Agreement or, if unspecified, for one year. It renews automatically for the period stated in the Agreement or, if unspecified, one-year periods unless terminated in writing with three months' notice.

PackControl may suspend or terminate the Agreement with immediate effect if the Customer:

- fails to comply with the Agreement after notice;
- becomes insolvent or bankrupt;
- ceases business operations; or
- makes performance impossible.

Following termination, all outstanding claims become immediately due.

19. Changes

PackControl may modify these General Terms and Conditions with 30 days' notice. If the Customer objects, PackControl may proceed, and the Customer may terminate effective on the change date.

Changes of minor significance or those benefiting the Customer may take immediate effect.

20. Miscellaneous

Rights and obligations may only be transferred with written consent, except PackControl may transfer the Agreement to a group company or successor without consent.

Dutch law applies. Disputes will be submitted to the competent court in the district where PackControl is established.

If any provision is invalid or unenforceable, the remaining provisions remain in full force, and the parties will replace the invalid provision with one reflecting its original intent.