

## GENERAL TERMS AND CONDITIONS

Version January 2021

### 1. Introductory provisions

- 1.1 Unless otherwise agreed in writing by the parties, these General Terms and Conditions shall constitute the agreement between Ragn-Sells and the Customer. Unless otherwise expressly agreed by the parties, in the event of any contradictory terms and conditions in the contract documents, such terms and conditions shall apply inter se in accordance with the following ranking: (1) the individual agreement; (2) Ragn-Sells' Special Terms and Conditions; and (3) Ragn-Sells' General Terms and Conditions.
- 1.2 Ragn-Sells shall be entitled to amend or supplement these General Terms and Conditions with binding effect on the Customer one (1) month after notice of the amendment/supplement has been given on an invoice to the Customer and on Ragn-Sells' homepage. If the Customer does not wish to accept any notified amendment or supplement, the Customer shall be entitled, within 14 days of Ragn-Sells' notification thereof in accordance with the above, to terminate the agreement with effect on the date when the amendment/supplement would otherwise become binding for the Customer.
- 1.3 Ragn-Sells' obligations do not extend to household waste or waste covered by producer responsibility, unless otherwise expressly stated in the individual agreement.

### 2. Offers

- 2.1 Offers from Ragn-Sells shall, unless otherwise stated, be binding for no longer than four (4) weeks.
- 2.2 Offers and agreements are subject to customary credit assessments. Ragn-Sells reserves the right to demand payment in advance or satisfactory security. In the event the Customer fails to make payment in advance or to provide security when so requested, Ragn-Sells shall be entitled to withdraw its offer or terminate the agreement, if already executed, without being subject to any sanctions.

### 3. Prices

- 3.1 Unless other prices have been agreed, the prices that Ragn-Sells normally applies for the relevant services or goods shall apply.
- 3.2 Ragn-Sells shall at all times be entitled to adjust applicable prices upon one (1) month's notice.
- 3.3 In the event handling fees are increased or the price for materials which Ragn-Sells pays to, or receives from, a third-party is reduced, Ragn-Sells shall be entitled to adjust prices charged to the Customer with immediate effect.
- 3.4 In addition to agreed or prevailing prices for services performed or goods delivered, Ragn-Sells shall be entitled to additional compensation in respect of (1) waiting time caused by the Customer or any third party; and (2) costs such as toll charges, ferry or bridge charges or suchlike which may be incurred in performance of the agreement.
- 3.5 Ragn-Sells shall be entitled to revise prices for services which include transportation each month in accordance with a special fuel supplement (FT). The FT amount comprises the change in fuel costs multiplied by the percentage of the transportation price constituted by the fuel cost for the current calendar year. The change in fuel cost shall be calculated in accordance with the index series K92SÅ0900 Diesel. The percentage of the transportation price constituted by the fuel cost for the current financial year shall be the percentage constituted by fuel in accordance with index

series T16SÅE3. At the end of each calendar year and pending the subsequent calendar year, the transportation price shall be revised taking into consideration the increase in fuel costs during the past year. FT for the subsequent calendar year shall be based on the revised transportation price. The base month for all values calculated once per calendar year shall be the month of October.

### 4. Changed circumstances

- 4.1 In the event Ragn-Sells' costs for performance of its contractual obligations increase as a consequence of (1) new or amended rules in any law or statutory instrument; (2) new case law; (3) the introduction of, or any increase in, taxes or public charges; (4) any expansion or other change in the Customer's operations; or (5) incorrect or incomplete information from the Customer, Ragn-Sells shall be entitled to increase its prices effect of immediately in order to compensate for the increased cost.

### 5. Invoicing and payment

- 5.1 The Customer shall in advance, against invoice from Ragn-Sells, pay rents, subscription fees or systems fees and other payments which are payable in a specific amount per month or other time period.
- 5.2 The Customer shall settle Ragn-Sells' invoices within fifteen (15) days of the invoice date. Where payment is not made in due time, Ragn-Sells shall be entitled to penalty interest on arrears pursuant to law as well as compensation for written payment reminders and debt collection claims pursuant to applicable statutes.
- 5.3 The Customer shall verify an invoice immediately upon receipt. Any objections in regard to an invoice must be presented within six (6) months of the invoice date. If an objection is not raised within the prescribed time, errors in the invoice which should have been discovered upon such verification may not thereafter be invoked against Ragn-Sells.

### 6. Title

- 6.1 Title to residual products and waste, including hazardous waste, delivered by the Customer shall pass to Ragn-Sells only after receipt and inspection of the material at Ragn-Sells' facility and subject to Ragn-Sells' subsequent approval. However, household waste and waste covered by producer responsibility shall never become Ragn-Sells' property.

### 7. The Customer's obligations, generally

- 7.1 The Customer shall at all times be responsible for the correctness of information provided to Ragn-Sells regarding waste origin, composition, characteristics, weight, volume, etc. In the event the waste does not conform to the information provided, or to what Ragn-Sells otherwise has reasonable cause to expect, Ragn-Sells shall be entitled to compensation for the extra costs and additional work which may be incurred as a consequence thereof.
- 7.2 All waste must be sorted according to the instructions Ragn-Sells may issue from time to time. In the event of non-conformance, Ragn-Sells shall be entitled to compensation for the extra costs and additional work which may be incurred as a consequence thereof.
- 7.3 When Ragn-Sells performs work at the Customer, the Customer shall ensure that roads and ways to and from worksites or designated storage places are passable and free from obstacles such that Ragn-Sells is able to perform agreed services or deliveries without impediment. The Customer is, as

between the parties, solely responsible for any damage caused to road or designated storage place. Ragn-Sells shall be entitled to discontinue its performance if Ragn-Sells makes the assessment that performance cannot take place without risk of personal injury or damage to property.

7.4 The Customer shall ensure that the premises and spaces in which Ragn-Sells is to perform work are suitable for the purpose and safe from a work environment perspective. The Customer shall be responsible for coordination of work environment activities at the workplace.

7.5 The Customer shall be responsible for ensuring that necessary permits are in place for placing containers or vehicles on land outside the Customer's property.

**8. The Customer's obligations when delivering waste to Ragn-Sells**

8.1 The Customer, itself or through a haulage firm or other third party, may deliver waste to Ragn-Sells only after Ragn-Sells has agreed to take receipt thereof. In such case, the Customer shall be responsible for the transportation to Ragn-Sells and for ensuring compliance with Ragn-Sells' administrative and safety provisions. Instructions given by Ragn-Sells' personnel must also be complied with.

8.2 Before delivery of waste may take place the Customer shall inform Ragn-Sells regarding the waste. Where Ragn-Sells so requests, the Customer shall also be obligated to prepare and provide Ragn-Sells with documentation regarding performed categorisation. Ragn-Sells shall be entitled to refuse delivery or, at the risk and expense of the Customer, return or destroy already delivered waste where such waste deviates from any information provided by the Customer. In the event that the weight/volume of waste deviates by 10% or more from what the Customer has stated, Ragn-Sells shall also be entitled to adjust the price.

8.3 In the event that waste is delivered in packaging, it must be tight, well-sealed and of good quality and satisfy applicable requirements pursuant to law or other statutory regulation. The packaging must be clearly and permanently marked with the Customer's name, declaration number and protection class and other information required pursuant to the agreement with Ragn-Sells. In the event the packaging is placed on pallets, it must be properly secured for handling before, during and after unloading.

Barrels and smaller packaging must at all times be delivered on pallets. The pallets must be of good quality, and the total pallet weight, including packaging and waste, may not exceed 800 kg. Ragn-Sells does not return pallets or packaging.

Packaging stated to contain pumpable waste may not be filled to more than 90% of the total volume.

8.4 Unloading of waste may only be carried out at locations designated for such purpose by Ragn-Sells. The Customer shall be responsible for unloading carried out by any other party than Ragn-Sells, and unloading may not be commenced until Ragn-Sells' receiving manager has given permission thereto. Ragn-Sells' acknowledgement of delivery does not mean that receipt inspection has been carried out and non-conformance may be raised or claimed at a later time by Ragn-Sells.

**9. Sub-contractors**

9.1 Ragn-Sells is entitled to perform its obligations to the Customer, in whole or in part, through sub-contractors.

**10. Contract term and termination period**

10.1 Unless otherwise agreed by the parties, the agreement shall enter into force as from the date of execution until further notice. The agreement may be terminated by either party by giving one (1) months' prior notice.

10.2 Ragn-Sells shall at all times be entitled to terminate the agreement with immediate effect if the Customer (1) suspends its payments, commences composition negotiations or, on other similar grounds, may reasonably be assumed to be insolvent; (2) breaches a contractual obligation and fails to remedy such breach within seven (7) days after Ragn-Sells' notification thereof; or (3) commits a material breach of contract. Ragn-Sells shall be entitled to terminate the agreement with immediate effect upon any change in the ownership structure of the Customer.

**11. Defects and deficiencies**

11.1 Claims regarding defects or deficiencies in a service or in goods provided by Ragn-Sells must be given in writing immediately after the defect or deficiency is, or should have been, noticed by the Customer. The Customer shall not be entitled to invoke/claim any defect or deficiency in respect of which a written claim was not given within one (1) month from performance of the service or delivery of the goods.

11.2 Where any service or goods provided by Ragn-Sells is/are defective or deficient, and this is not attributable to the Customer or the Customer's personnel, Ragn-Sells shall at its sole discretion either, with the promptness reasonably dictated by the circumstances, at its own cost and expense rectify the defect or deficiency, effect re-delivery or grant the Customer a price deduction corresponding to the defect or deficiency. Ragn-Sells shall bear no further liability for defects and deficiencies beyond or apart from what is stated in this section.

**12. Limitation of liability**

12.1 Under no circumstances shall Ragn-Sells be liable for shortfalls in production, loss of profit, loss of savings or other indirect loss of whatever kind. Furthermore, Ragn-Sells' liability for other costs or damages shall be limited to an aggregate maximum amount corresponding to ten (10) price base amounts in accordance with the Swedish Social Insurance Code. The limitations set forth above shall, however, not apply where loss is incurred as a result of intentional, or gross negligent, conduct by Ragn-Sells or any of its employees.

12.2 Ragn-Sells shall under no circumstances be liable for any loss or damage which is an unavoidable consequence of the company's adherence to the Customer's instructions.

**13. Force majeure**

13.1 In the event Ragn-Sells' performance of an obligation is impeded, delayed or rendered more difficult or expensive as a consequence of any circumstance beyond the reasonable control of Ragn-Sells (regardless of whether such circumstance occurs at Ragn-Sells or any of its sub-contractors or sub-suppliers) – including, but not limited to, strikes or other industrial disputes (irrespective of whether or not Ragn-Sells is a party to such dispute), war, mobilization, riot, flooding, fire, epidemic, export or import controls, currency restrictions, orders issued by public authorities, general shortages of power or materials, transportation impediments, general scarcity of means of transport, disruption in the operation of technical facilities or equipment, administrative impediments or delays attributable to authorities, new laws, regulations or governmental decisions that hinder or affect import or export of waste, or any defect or delay in delivery from sub-contractors or sub-suppliers which is occasioned by any such circumstance – Ragn-Sells' non-performance or delays of its obligations shall, for such time the circumstance prevails, not constitute a breach of contract or grounds for damage or any other sanction.

**14. Confidentiality**

14.1 Ragn-Sells and the Customer undertake to maintain confidentiality with respect to information concerning the other party's commercial and operational conditions. However, this obligation does not extend to information

which, at the time of receipt, is in the public domain, or thereafter enters the public domain or becomes generally available due to any other reason other than a party's breach of this provision. Nor shall the obligation apply to information that a party has received from a third party which is not subject to any confidentiality provision.

## **15. Disputes**

- 15.1 The substantive laws of Sweden, excluding its choice of law provisions, shall govern these General Terms and Conditions and any agreement to which they pertain.
- 15.2 Unless otherwise stated in section 15.3, any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions and any agreement related thereto or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The Institute's Rules for Expedited Arbitrations shall apply.
- 15.3 Notwithstanding the provisions of section 15.2, Ragn-Sells shall be entitled to bring proceedings, or take legal action, against the Customer before the Swedish Enforcement Agency (*Kronofogdemyndigheten*) or a court of general jurisdiction to obtain payment of a claim regarding services provided or goods delivered.