

SPECIAL TERMS AND CONDITIONS
for management of hazardous waste
Version March 2021

- 1. Introductory provisions**
- 1.1 The provisions in these Special Terms and Conditions shall – unless the parties make a different written agreement – constitute the content of the agreement between Ragn-Sells and the customer whenever Ragn-Sells is commissioned by the latter to manage hazardous waste (HW). The General Terms and Conditions of Ragn-Sells also apply, in addition to what is prescribed in these Special Terms and Conditions.
- 2. Waste declaration, transport documents etc.**
- 2.1 The customer shall undertake sampling and analysis or employ another suitable and reliable method to gain information about HW and its chemical composition and physical properties.
- 2.2 The customer shall, unless stated otherwise in 2.3, provide a written report of the HW on a form specified by Ragn-Sells for each type of HW handed over to Ragn-Sells, which must be signed by the customer and posted or faxed to Ragn-Sells. No HW may be handed over to Ragn-Sells before any such report has been drawn up and received by Ragn-Sells.
- 2.3 The customer can, unless 2.4 is applicable, hand over HW to Ragn-Sells without providing a report specifically of this, if (1) the customer announces that this handover is going to take place, (2) Ragn-Sells consents to receiving this consignment and (3) the customer makes reference to a report previously prepared and submitted by the customer to Ragn-Sells in accordance with 2.2. Ragn-Sells can, however, grant exceptions from requirement (3) in the preceding sentence in individual cases. In the event of the type of handover covered in this paragraph, the information specified in the report previously handed over of the composition of the HW, its properties etc., as well as what is otherwise prescribed in law or another constitution and these provisions shall apply.
- 2.4 Should reason ever emerge to assume that HW that is to be handed over by the customer may have to be taken to landfill, the HW will have to be categorised, with any emerging information documented in accordance with the Swedish Environmental Protection Agency's rules regarding landfill, criteria and the procedure for receipt of waste at landfill sites, rule NFS 2004:10 or a rule that came into force later. Ragn-Sells will provide a special waste declaration specifically for this purpose, which the customer is to fill out and sign.
- 2.5 The customer must ensure that transport documents in accordance with Chapter 6, Section 19 of 'avfallsförordningen' (the Swedish waste regulation) and/or ADR-S 2019, chapter 5.4 or a later relevant regulation are prepared and submitted to the recipient.
- 2.6 If there is ever reason to fear that the information in any of the documents/actions referred to in 2.2–2.5 could be inaccurate, or should a circumstance ever arise that is of significance to Ragn-Sells' management of HW, the customer must inform Ragn-Sells about this right away.
- 2.7 The customer must, if Ragn-Sells so requests, present analytical findings for one part of the HW, or a sample of this part, before the handover to Ragn-Sells. Analysis shall take place in accordance with the terms and conditions, which Ragn-Sells shall have the option to set.
- 3. Reporting or waste declaration non-compliance**
- 3.1 The customer alone is responsible for ensuring that the HW handed over to Ragn-Sells has the composition and the properties declared in the type of written report referred to in 2.2–2.5. This also applies even if Ragn-Sells is supposed to have helped the customer to prepare the written report, the waste declaration or the transport document.
- 3.2 Should the HW handed over to Ragn-Sells ever differ in composition from that described in the written report or the Ragn-Sells base declarations for standardised material or in the waste declaration unique to the customer, or whatever else Ragn-Sells has cause to expect, the customer shall compensate Ragn-Sells for all the costs, damages and losses potentially incurred by Ragn-Sells as a result of this non-compliance. Ragn-Sells is also entitled to return the HW in question, or what remains of this, to the customer, at the customer's own cost.
- 4. Packaging**
- 4.1 If the HW is delivered in packaging other than that supplied for this purpose by Ragn-Sells, the following shall apply:
- 4.2 The packaging must
- be sealed effectively and of good quality;
 - meet any requirements set out in law or another constitution from time to time e.g. ADR-S, or by Ragn-Sells;
 - be clearly labelled with the 'sender' and contents, in a way that ensures permanence, according to the instructions from Ragn-Sells and with any other information required by law or another constitution;
 - **not be more than 90% filled or contain material that could prevent or make pumping more difficult, if it contains HW that could be designated 'pumpable';**
 - be considered to be disposable packaging and not need to be returned to the customer.
- 4.3 For certain types of HW, Ragn-Sells may set special terms and conditions applicable for sorting, packaging, weight, dimensions etc. The customer has a duty to check with Ragn-Sells prior to delivery to determine whether such terms and conditions exist and, if so, to also observe these.
- 4.4 If the customer fails in any respect to fulfil their obligations as set out under 4.2 or 4.3, the customer shall compensate Ragn-Sells for all costs, damages and losses potentially incurred by Ragn-Sells as a result of the customer's failings. If said failings are a major impediment to Ragn-Sells' waste management process or mean a significant increase in costs for Ragn-Sells, Ragn-Sells may instead return the part of the HW in question, or the part of this that remains, to the customer, at the customer's cost.
- 5. Delivery and transport**
- 5.1 The customer must not deliver HW to Ragn-Sells unless Ragn-Sells has given their express consent to receiving this.
- 5.2 The customer bears the risk for the HW until this has been delivered to Ragn-Sells and placed in one of the receiving spaces indicated by Ragn-Sells, or received by Ragn-Sells or by a subcontractor (carrier) appointed by Ragn-Sells for transportation.
- 5.3 Transportation of the HW shall form part of Ragn-Sells' remit only if the parties have agreed this specifically.
- 5.4 When it is Ragn-Sells taking care of transportation, the following shall apply: The customer must ensure that the HW can be picked up and taken away without obstruction. If it is not obvious which material is to be taken away, the customer must also ensure that the material to be removed through the

agency of Ragn-Sells is clearly distinguishable or alternatively that there are staff on-site who can point this out.