

**SPECIAL TERMS AND CONDITIONS**  
**regarding the reception and handling of waste at Ragn-Sells' landfill facilities**  
 Version april 2024

**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 when the Customer delivers waste to a Ragn-Sells' landfill facility ("Facility"). The General Terms and Conditions of Ragn-Sells also apply, in addition to what is prescribed in the individual agreement and in these special terms and conditions.
- 1.2. Unless the parties have agreed otherwise in the individual agreement, Ragn-Sells shall be entitled to amend or supplement these special 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 notify Ragn-Sells in writing within 14 days of Ragn-Sells' notification of the change. If the Customer does not give such notice or if it is given too late, the changes to the special terms and conditions will enter into force.

**2. Contractual obligation**

- 2.1. Ragn-Sells' reception and handling of waste at the Facility is governed by an individual agreement with the Customer in accordance with section 1 above. Individual agreements are (i) a written document, (ii) Ragn-Sells' offer that has either been confirmed in writing by the Customer or when the Customer uses the offered service without a written objection, or (iii) written pre-notification that is either confirmed by the Customer or when the Customer uses the service according to the pre-notification by, for example, deliver waste and stating a declaration number based on the pre-notification.
- 2.2. Ragn-Sells has the right to refuse the receipt of waste, even though an agreement on receipt has been concluded, if it can no longer be handled at the Facility due to the necessary technology or capacity not being available at the Facility.

**3. Waste and deliveries**

- 3.1. The Customer is responsible for ensuring that the waste declaration submitted upon delivery is correct. This applies even if Ragn-Sells would have assisted the Customer in the preparation of the waste declaration. In cases where the Customer has classified the waste itself, the Customer must provide documentation for such classification. It is the responsibility of the Customer to provide the correct declaration number when entering the Facility. Information provided by the Customer in accordance with this section shall be complete and correct and in accordance with applicable regulations at any given time.
- 3.2. In the event that Ragn-Sells makes the classification, the Customer shall provide necessary and correct information about the waste. Ragn-Sells reserves the right, at the Customer's expense, to sample the waste in order to be correctly classified.

- 3.3. Upon arrival, the Customer shall firstly weigh the waste on the scale referred to by Ragn-Sells and then leave the waste at the place designated by Ragn-Sells. The Customer shall also weigh the container upon leaving the Facility.
- 3.4. Ragn-Sells reserves the right to reclassify incorrectly classified waste even after the Customer has left the Facility. In the event that Ragn-Sells reclassifies the waste, the Customer shall pay the price corresponding to the final classification of the waste. The Customer shall also compensate Ragn-Sells for all costs, damages and losses caused by the incorrect classification, such as any additional fees, costs for extra sorting and handling, and costs for analysis.
- 3.5. The waste shall meet the quality measurements agreed, such as composition, liquid content and the like. In the event of deviations, Ragn-Sells has the right to charge an additional fee for the costs and additional work that this may entail.
- 3.6. If waste delivered to the Facility shall be packaged, packaging must be done in accordance with applicable laws, other statutes or regulations as well as Ragn-Sells' instructions and what is stated in section 3.7.
- 3.7. 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 instruction 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 have to be returned to the Customer.
- 3.8. The Customer is responsible for ensuring that all necessary permits and approvals for delivery of the waste have been obtained and are valid. Furthermore, the Customer is responsible for ensuring that the waste has been handled in accordance with the rules that apply to the handling of waste (such as sorting of certain types of waste, prohibition of landfilling of certain types of waste, etc.), to the extent that the parties do not expressly agree that Ragn-Sells shall carry out a special obligation in this regard.
- 3.9. Ragn-Sells has the right, in the event of deviations in accordance with this paragraph 3, to oppose delivery or return delivered waste at the Customer's expense and charge the Customer for costs related to the deviations.

**4. Rules and regulations**

- 4.1. Delivery of waste to Facility may – unless otherwise specifically agreed – only take place during the Facility's opening hours.
- 4.2. The Customer shall comply with the regulations that apply at the Facility at any given time as well as Ragn-Sells' instructions.

**5. Landfill Tax and Fees**

- 5.1. Ragn-Sells is entitled, in addition to the agreed or current price for the service provided, to special compensation for additional taxes or fees for landfill in accordance with applicable laws.

**6. Customer's obligations**

- 6.1. The Customer shall compensate Ragn-Sells for all costs, damage or losses that Ragn-Sells may incur as a result of (i) the waste delivered deviating from the Customer's statement, the waste declaration, these special terms and conditions, the agreement in general or what Ragn-Sells has otherwise had reason to expect (ii) the Customer neglects to fulfil any obligation incumbent on the Customer under the agreement.
- 6.2. The Customer is liable for all damage and costs arising from the Customer, its personnel or vehicles, or a contractor engaged by the Customer, causing damage to persons, object, property or the Facility or otherwise hindering the normal use of the Facility. If damage occurs, this must be reported immediately to Ragn-Sells' staff.

**7. Other**

- 7.1. In the case of international deliveries, these conditions apply in addition to the conditions set out in EC Regulation 1013/2006 on shipments of waste or substitute provisions.