

# GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

23 January 2024

## 1. Definitions

The term 'Terms and Conditions' refers to these general sales and delivery terms and conditions.

The abbreviation 'FGJ' refers to *Franzefoss Gjenvinning AS*.

The term 'Customer' refers to *Franzefoss Gjenvinning's* contracting party.

The abbreviation 'PO' refers to a Purchase Order or order for services.

The abbreviation 'VAT' refers to Value Added Tax.

## 2. General scope

Unless otherwise agreed, these Terms and Conditions apply to the company *Franzefoss Gjenvinning* and its affiliated companies.

For Customers delivering waste via a vessel or from petroleum-related activities, the PO must be sent to FGJ prior to delivery.

The Customer is responsible for ensuring that all information set out in the PO is correct. The Customer shall indemnify FGJ for the consequences of any errors or omissions in the PO, including the reporting of VAT liability involving FGJ that is not in compliance with Norwegian VAT regulations.

An offer from FGJ is regarded as accepted by the Customer either by signing an agreement or on submission of the initial assignment order by the Customer.

## 3. The Service

FGJ undertakes to perform the Service in a professional and considerate manner in compliance with the Terms and Conditions set out in this agreement, and in accordance with prevailing legislation, statutory regulations, permissions, requirements and directives from the public authorities that are necessary for FGJ to perform its assignments.

In accordance with directives issued by the authorities, the Customer remains responsible for waste materials up until their final disposal. FGJ is entitled to dispose of accumulated waste materials after collection from the Customer. It also determines where the waste shall be delivered, as well as how it shall be handled and ultimately disposed of (including export).

The Customer undertakes to adhere at all times to prevailing legislation, statutory regulations and requirements issued to the Customer by the public authorities. The Customer shall indemnify FGJ for any consequences resulting from its failure to adhere to said requirements. The Customer shall obtain and maintain in a timely manner all approvals and permissions necessary for the Service to be carried out. The Customer must ensure that all personnel employed in connection with performance of the Service are adequately qualified, competent and equipped to carry out their tasks. When ordering extra work/additional services, FGJ assumes that the orderer has the necessary authorisation. The Customer is responsible for notifying FGJ of the identity of persons who are delegated said authorisation.

## 4. Collection of waste materials

All waste materials must be sorted in compliance with prevailing regulations and the sorting guidelines set out on the FGJ website (in Norwegian). Breaches of sorting requirements will entail the payment of a sorting charge.

The Customer is responsible for ensuring that waste collecting equipment contains only the agreed waste fraction. FGJ has the right to check the contents prior to collection and is entitled to refuse to transport waste content if it fails to adhere to the agreement or requirements issued by the authorities.

## 5. Placement and accessibility

FGJ shall place its equipment at the agreed delivery address and designated location.

The Customer is responsible for ensuring that there are no physical obstructions that make it difficult for FGJ to perform the Service. In winter, all collection equipment must be cleared of snow. Access roads to the collection site must also be cleared of snow and gritted/salted if necessary. If FGJ finds that the collection site is inaccessible and is thus unable to perform the Service, the Customer will be charged for a wasted journey and any hire of collection equipment. If FGJ has to wait for more than five (5) minutes prior to starting an assignment, the Customer will be invoiced a waiting charge.

In situations involving the collection of 'sacks', the Customer must ensure that these are not placed more than ten (10) metres from a practical parking place. Nor must they be placed in such a way that prevents a crane truck from lifting the sacks.

In situations where collection equipment is not cordoned off or enclosed on private land, the Customer is responsible for ensuring that placement does not endanger the safety of personnel assigned to operate the equipment, or the general public.

FGJ is entitled to refuse to deliver collection equipment if the designated location is in conflict with one or more of the aforementioned issues. In such situations, the Customer shall be notified and, if possible, a new placement site agreed. The Customer will be invoiced for any additional costs. Unless otherwise agreed, all applications and costs linked to street reservation are the responsibility of the Customer.

## 6. Fill level and weight

The fill level must not extend above the upper edge of the collection equipment/container. In exceptional cases, this may be waived provided that it is safe and practical in terms of height restrictions and HSE guidelines. If a container is being used, waste volumes that extend beyond the length and width of the container must be handled as special transport. Collection equipment must not be loaded in excess of its maximum approved weight rating. Nor shall weights exceed those permitted pursuant to the Norwegian Road Traffic Act (*veitrafikkloven*). Waste materials that are

generally unsuited to the use of standard collection equipment must not be placed in such equipment.

## 7. Responsibility for collection equipment

If the Customer is leasing the collection equipment, it remains the property of FGJ. The Customer is not permitted to sublease such equipment.

The Customer must check this equipment immediately after having received it. FGJ assumes no responsibility for defects that should have been discovered during such checks, and which were not reported to the company within one week of receipt of the equipment. Remedy for defects that could not have been discovered during such checks must be claimed as soon as the defect is discovered, and no later than three (3) months after receipt of the equipment. Normal wear and tear due to asphalt/ground conditions on delivery and collection of equipment is regarded as normal and will not be liable to remedy.

The Customer is responsible for ensuring that the equipment is handled in a proper manner and at all times as another party's property. The equipment must not be overloaded or incorrectly loaded. The Customer is responsible for assessing levels of equipment wear and tear in relation to its placement and ground conditions at the placement location. The Customer will be held liable if damage is caused to the equipment due to negligence, third-party factors or abnormal wear and tear.

The Customer is responsible for maintenance work, including exterior and interior cleaning. FGJ will carry this out on the Customer's behalf, but only if requested by the Customer. Equipment damage or defects that the Customer claims are the fault of a third party must be reported in writing to FGJ without delay as soon as the Customer becomes aware of them.

In the case of waste compressors, separate guidelines apply when it comes to inspection, cleaning and service. These guidelines will be provided by the equipment manufacturer. The Customer undertakes to adhere at all times to the manufacturer's guidelines when such equipment is leased via FGJ.

## 8. Response times

Unless otherwise agreed, orders will be carried out within one (1) to four (4) working days. Delays may be incurred on occasion due to heavy workload. If pre-arranged collection times have been agreed, and these fall on a fixed or movable public holiday, FGJ will adjust the collection time and empty the equipment either immediately before or after the day in question. Under normal circumstances, information about such adjustments will not be sent to the Customer. If the Customer nevertheless requires collection on a public holiday, this can be ordered and the prevailing additional charge will be invoiced.

## 9. Moving collection equipment

Costs incurred for moving collection equipment in response to a directive from the public authorities, or at the request of the Customer, will be charged according to a prevailing agreement. If no such agreement exists, a current local price list will apply.

## 10. Prices

In the case of services, waste fractions or collection equipment for which no prices have been agreed, current local price lists will apply.

Price adjustments will be made on 1 January each year in accordance with market index price trends. Furthermore, FGJ is entitled to make price adjustments with prior written notice.

Factors such as changes in legislation and regulations, or major deviations from anticipated tonnage, may entail extraordinary price adjustments.

## 11. Payment terms and conditions

Payment terms for invoices/credit notes (gross) are 14 days. In the event of late payment, interest on delayed payments will be charged pursuant to the provisions of the prevailing Norwegian Act relating to interest on delayed payments (*lov om renter ved forsinket betaling m.m.*) from the payment due date up until the date on which payment is made.

## 12. Sorting charges/additional costs

Deviations from FGJ's sorting requirements, as described (in Norwegian) on the FGJ website, will be charged in accordance with current sorting charge rates.

In order to cover FGJ's invoicing costs, the Customer will be charged an administration fee in accordance with current rates. A reminder fee will be charged in the event of late payment.

Additional costs, such as for travel zone charges, road and bridge tolls, ferry crossings, padlocks, etc. that accrue during performance of the Service will be charged to the Customer. This applies to both individual assignments and scheduled routes.

The use of non-transparent waste sacks will entail an extra charge.

## 13. Duration of the agreement

Unless otherwise agreed, this agreement will apply for three (3) years after entry into force. It will then be renewed automatically for one year at a time. Both parties may terminate the agreement in writing with the provision of three (3) months' notice.

If business relations with the Customer have been inactive for more than one (1) year, FGJ reserves the right to terminate the agreement.

## 14. Claims

Claims must be submitted in writing to FGJ either by e-mail or via the FGJ website/online portal.

Claims must be submitted as soon as

possible and no later than 14 days after the relevant invoice has been received. Claims that are not received within this deadline will be regarded as having been submitted too late and will be rejected.

## 15. Subcontractors

FGJ reserves the right to utilise subcontractors. Subcontractors are subject to the same performance and quality requirements as they apply to the Service. However, the Customer must correspond directly only with FGJ.

## 16. Reporting

At the Customer's request, FGJ may send documentation and reports regarding supplied waste material types and volumes. It may be agreed that said reports are sent at fixed intervals via e-mail or FGJ's environmental reporting system.

Both parties undertake to report of changes or events that may have an impact on the performance of this agreement.

## 17. Loss of keys, access cards or similar

In the event that access cards, keys, etc. supplied to FGJ by the Customer are lost, FGJ is responsible only for reimbursing the cost of replacement of said devices. Costs linked to the replacement of locks/security systems, or other losses, will not be reimbursed.

## 18. Liability

FGJ is liable for its own actions governed by licences, legislation and regulations relating to waste management operations.

The Customer is liable for adherence to these Sales and Delivery Terms and Conditions, as well as prevailing legislation and regulations governing waste producers.

A breach of all or part of this agreement will be deemed to have occurred if one of the parties fails to adhere to the provisions of said agreement due to circumstances that are not the fault of the other party. Unless otherwise stipulated in this agreement, each of the parties is entitled, in the event of breach, to invoke those remedies that apply to general contractual regulations, including claims for remedy, price discounts and damages.

## 19. Special provisions for the collection of hazardous waste

As a waste producer, the Customer is responsible for hazardous waste right up until its final processing and destruction. The Customer is subject to extended producer liability.

Hazardous waste must always be declared, packaged, labelled and stored in compliance with the prevailing regulations specific to the waste in question. Collection equipment must be tailored to the waste in question and the storage location must be secured against leakage and leaching to the subsurface. The waste must also be protected from access by third parties. The Customer is liable for all damage/injury resulting from its failure to ensure correct packaging, co-storage and declaration of the hazardous waste. The transport of hazardous waste is subject to the ADR regulations.

FGJ offers an additional service for the declaration and packaging of hazardous waste.

At the Customer's request, FGJ also offers guidance in which types of hazardous waste can be co-stored and transported. This service will be invoiced according to prevailing rates for consultant chemists. FGJ is entitled to take samples of the waste materials and carry out relevant analyses. If it emerges that the waste does not conform to that stated in the declaration, the Customer will be invoiced for all costs related to sampling, analyses and final disposal, as well as any additional freight costs.

Norwegian rules governing refundable waste oil apply to used or discarded lubricant and hydraulic oils, including motor oils and gear lubricants, industrial lubricants, transformer and switch oils, as well as oils drained from oil filters.

More detailed information about packaging, storage, transport and refund schemes can be found on the FGJ website (in Norwegian).

## 20. Special terms relating to the collection of electrical waste, metals and cardboard

The collection of electrical waste, metals and cardboard must only be carried out using appropriate and approved equipment, and in compliance with the guidelines set out on the FGJ website (in Norwegian).

## 21. Non-disclosure

The parties agree that the contents of this agreement shall be kept in the strictest confidence before, during and after the contractual term of the agreement. All information that is exchanged between the parties, or to which either of the parties by any other means obtains access, must be treated as confidential. Neither of the parties shall disclose such information to a third party without the written consent of the other party.

## 22. 17 Force majeure

The term '*force majeure*' refers to circumstances arising that are beyond the control of one or other of the parties; which could not have been foreseen on entry into the agreement, and the consequences of which the party in question cannot reasonably be expected to have avoided or controlled.

Neither of the parties shall be regarded as having breached an obligation under this agreement provided that the party in question is able to show that meeting said obligation was prevented by *force majeure*.

## 23. Termination

FGJ shall be entitled, on the provision of written notice, to terminate this agreement in the event of material breach by the Customer in respect of any of his obligations. If the Customer becomes insolvent and ceases to make payments, this shall always be regarded as a material breach. In such cases, FGJ shall be entitled to withhold any outstanding amounts payable.

## 24. Insurance

As a minimum requirement, both FGJ and the Customer must ensure that all mandatory insurance policies covering liabilities that may pertain to this agreement are in place.

**25. Transfer of rights**

The Customer is not permitted to transfer rights or obligations under this agreement with FGJ to a third party or parties without the prior consent of FGJ.

**26. Anti-corruption**

The Customer shall not offer or provide any form of payment, services, gifts, hospitality or other benefits to FGJ employees, representatives, partners or closely affiliated persons with the aim of directly or indirectly influencing the manner in which said persons perform their work. Similarly, FGJ shall not offer or provide payment, services, gifts, hospitality or other benefits to the Customer or his business partners with the aim of influencing the manner in which the Customer or said business partners meet their obligations. It is sufficient simply to make an enquiry or an offer related to a corrupt action to render said action illegal. It is thus not a precondition that an improper benefit accrues to the person to whom the attempt to influence was made. All attempts at such actions will be reported.

Gifts and other services/benefits to FGJ employees, representatives, partners or closely affiliated persons must thus be avoided, and only offered to the extent that these are insignificant in terms of their value and frequency, and under circumstances in which both the time and place are appropriate. Gifts, meals and entertainment must not be offered in connection with tenders, bid evaluations or contract awards.

FGJ shall always reimburse the travel and accommodation expenses for its own employees.

**27. Access to password-protected services**

In situations where FGJ offers digital services that require a user to log in, access may be granted to information regarding a Customer's details and the opportunity to submit orders on behalf of the Customer. User access is granted by FGJ at the request of the Customer. The Customer is responsible for ensuring that unauthorised persons are not granted access to password-protected areas, that user names and passwords are not distributed to said persons, and for notifying FGJ when a user's access must be withdrawn if, for example, the user is no longer employed by the Customer.

**28. Dispute resolution**

This agreement shall be subject to the provisions of, and interpretation by, Norwegian law. If a dispute should arise between the parties, the parties will seek to resolve the situation by means of negotiation. If negotiations fail to result in a resolution that is acceptable to both parties, the case shall be referred to ordinary legal proceedings for which the legal venue will be the *Ringerike, Asker og Bærum* District Court.