

The following terms and conditions apply for Norsk Gjenvinning Norge AS (NGN) and associated companies, unless otherwise agreed.

#### 1.0 NGN's services

NGN undertakes to perform its services in accordance with relevant laws and regulations, and in accordance with the terms and conditions stated in this agreement. NGN requires that the customer's work complies with the prevailing laws, regulations, licences, requirements and instructions from authorities that are necessary for the performance of NGN's assignments.

#### 1.1 Access to and availability of collection point/site

It is the customer's responsibility to ensure that there are no physical barriers that complicate NGN's performance of its service. In the winter the collection equipment must be cleared of snow, and the road to the collection point must be ploughed and if necessary gritted. If the collection point/site is not accessible and therefore NGN cannot perform the assignment, the customer will be charged for the unsuccessful collection attempt (transport charge) and for the hire of any collection equipment or other materials. For subscription agreements, the customer will be charged for the costs of any extra collection. If NGN has to wait more than 5 minutes to carry out the assignment, the customer will be charged for this (waiting time).

NGN will determine in each case whether it is appropriate to take measures to enable the assignment to be carried out without the customer being charged for an unsuccessful collection attempt or waiting time. When such measures are carried out, the customer will be charged for the time spent clearing the obstruction. This will normally only be done if this cost is judged to be less than the cost of an unsuccessful collection attempt or waiting time.

The same applies for any other issues that the customer is responsible for and which lead to NGN having to wait. NGN may refuse to carry out an assignment where the waiting time exceeds 30 minutes.

#### 1.2 Handling procedures and guidelines, etc.

Unless otherwise agreed, the collection point must be at ground level and be no further than 20 metres from the parking area. Deviations from this will involve invoicing for extra walking distance.

The customer is obliged to ensure that the agreed collection equipment does not contain materials other than what has been agreed or what the collection equipment is intended for. If there are any deviations from this, a sorting fee and reclassification charge will be incurred. The customer is obliged to provide NGN with the necessary information on the material and to deal with it in accordance with NGN's instructions.

NGN is entitled to check the material before collection and may refuse to take it away if the contents are in contravention of the agreement and official regulations. In such circumstances NGN is obliged to notify the customer immediately.

No explosive or radioactive material of any kind may be placed in NGN's collection equipment. Dangerous waste will only be collected in specially adapted and labelled collection equipment.

#### 1.3 Location of collection equipment

NGN will position the agreed collection equipment at the customer's premises in accordance with detailed instructions provided by the customer. The customer must ensure that the collection equipment is positioned in such a manner that it cannot injure or cause significant nuisance to third parties. NGN must approve the location of the equipment. The collection equipment is to be filled by the customer. If the customer wishes to change the location of collection equipment, NGN must be informed of this in writing in advance.

#### 1.4 Highway charge

Where a highway charge has been introduced, the customer must apply for a parking permit on public land. NGN can assist

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with the relevant applications. NGN will then re-invoice the municipal fee per day and an administrative fee in accordance with the currently applicable rate.

#### 1.5 Extra costs

The customer will be charged any extra costs accrued during implementation of the service in accordance with the applicable rates. This may involve road tolls, ferry costs, overtime, extra waste, assistance, etc. This applies to both individual assignments and route work.

#### 1.6 Filling collection equipment

The collection equipment must not be filled above its height or width or allowable weight. Nor may it exceed the maximum permitted weight for the transport of goods on the current driving route. NGN may refuse to carry out assignments if this is not adhered to.

#### 1.7 Responsibility for collection equipment

The customer has the normal duty of care for collection equipment and may be liable both to NGN and third parties for any careless handling. Collection equipment with a lid must be closed when not in use. Collection equipment on wheels must be prevented from moving accidentally.

Care must be taken to ensure that the collection and compression equipment is positioned to prevent it tipping over. The customer is responsible for the necessary internal/external cleaning.

The customer is responsible for compliance with all public rules applicable for equipment contained in "Miljøsafe", e.g. checks being carried out in accordance with the Fire Prevention Regulation (FOR-2015-12-17).

#### 1.8 Securing loads on pallets

When loading a pallet, the customer is responsible for ensuring that the goods are carefully stacked and secured on the pallet. If there is a risk that the goods may be displaced and cause damage, they must be secured with strapping, plastic or by other appropriate and secure means. If this is not done in a satisfactory manner, NGN may refuse to carry out the assignment and the customer may be charged for the assignment in its entirety.

#### 1.9 Prices

Prices are shown in a separate appendix. Unless otherwise agreed, prices may change without prior warning. Unless otherwise agreed, all commodity prices apply delivered to NGN's facility.

#### 1.10 Payment terms

The payment terms for invoice/credit note are 15 days net. Subscriptions are invoiced quarterly in advance.

In the event of late payment, late-payment interest will be charged in accordance with the prevailing law on interest on overdue payment from the due date until payment is made.

#### 1.11 Invoicing of deviation charge

Unless otherwise agreed, our defined standards apply to goods, services and equipment. These are available on NGN's website [www.ngn.no](http://www.ngn.no). Deviations from the defined standard or our general terms and conditions will incur a charge for the customer in accordance with the applicable deviation regulations.

In order to cover our costs for invoicing the customer, the customer will be charged an administrative fee in accordance with the current rate.

#### 1.12 Time and procedure for collecting waste and carrying out assignments

NGN will endeavour to carry out assignments at the agreed time. If this, nevertheless, proves not to be possible, NGN will as far as practicable notify the customer and reschedule the

assignment. However, NGN disclaims any responsibility for possible loss/claims due to lack of collection/performance of assignment.

If it is agreed that an assignment will be carried out at a specific time, and this falls on a national holiday or moveable holiday, NGN may change the waste collection date to the preceding or following working day without prior warning to the customer.

For fixed assignments that involves emptying containers, the customer will be charged for emptying all containers registered for the fixed assignment at the collection point.

### 1.13 Ordering assignments

Assignments that are required to be carried out outside normal opening hours will incur an overtime charge as follows: 50 % between 15.30 and 21.00 and 100 % between 21.00 and 07.00 on weekdays, except moveable holidays. 100 % overtime will be charged from Friday 15.30 until Monday 07.00.

Ordered assignments will normally be carried out on the following working day. Where capacity permits, NGN may, on agreement, carry out assignments within 2 hours (express assignments) at an additional cost.

If agreed, an assignment may be carried out on summons from the customer. Such a summons may be made by telephone, e-mail, app or via the order function on our website.

### 1.14 Moving collection equipment for special events

Costs incurred as a result of official requests to move collection equipment in connection with Norwegian Constitution Day (17 May), state visits and other similar events over which NGN has no control over must be covered by the customer.

### 1.15 Subcontractors

NGN is entitled to use subcontractors to carry out its work in accordance with this contract. These must satisfy the same requirements for procedures, etc. as stated in the agreement.

However, in all matters relating to the agreement, the customer must contact NGN directly and not the subcontractor.

### 1.16 Subscriptions

A subscription is a service intended for customers with stable waste volumes and a consistent waste flow. Based on a fixed emptying schedule, a fixed number of containers and an estimated waste volume, the customer will be invoiced a fixed sum every three or six months in advance. Any change or cancellation must be notified no later than one month before the end of the current subscription period. The change will then be valid from the next subscription period. Any invoiced sum will not be credited.

### 1.17 Insurance

NGN will maintain fire and general insurance for its own material and equipment throughout the agreement period. If NGN's material is damaged as a result of circumstances for which the customer is responsible, the damage must be covered by the customer. NGN's insurance does not cover such incidents.

### 1.18 Quality requirements

Quality requirements associated with the various materials and a more detailed description of collection equipment is contained in the separate fact sheet and guidelines are provided in the "Ikke kast" (Do not throw away) document. These are available on NGN's website [www.ngn.no](http://www.ngn.no). In accordance with the permits issued for NGN's facilities, it is illegal to provide the following along with other waste: WEEE waste, radioactive waste, infectious waste, organic waste, dangerous waste (including batteries), liquid waste, gypsum, tyres, impregnated wood, pulps and insulation. Nor is it permitted to place waste in black or coloured waste bags that are not transparent. Waste from these will be subject to deviation charges in accordance with the current rates and any additional costs associated with reclassification or extra sorting may be charged to the customer. There may be specific local deviations from this.

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### 1.19 Right of disposal of waste

The customer, in accordance with official regulations, is responsible for the waste until final disposal has taken place. NGN has right of disposal of the collected waste after collection from the customer and determines how it will be delivered, processed and finally disposed of. NGN will do this in compliance with current laws and regulations.

### 1.20 Reporting

The parties must keep each other informed of matters relevant to the implementation of the agreement and continuously seek to rectify errors and defects.

### 1.21 Loss of keys

If the key supplied by the customer to NGN is lost, only the cost of duplicating the key will be reimbursed. Any costs associated with replacing lock systems or any other consequential losses will not be reimbursed.

### 1.22 Breach of contract

There is a breach of all or part of the agreement if one of the parties does not fulfil the provisions of the agreement and this is not due to circumstances for which the other party is responsible. Unless otherwise provided for in this agreement, either party, in the event of a breach, may invoke provisions for remedying the breach as set out in the general rules of contract law, including the requirement for improvement, price reduction and damages.

NGN is entitled to stop the assignment at any time due to significant quality deviations or a lack of documentation on the nature of the waste.

In the event of payment default, NGN is entitled to suspend its services under the agreement until the customer has paid.

NGN may terminate the agreement in the event of a gross breach on the part of the customer. NGN may also terminate the agreement if (i) there is a risk that or the customer initiates debt negotiations or commences debt settlement or bankruptcy proceedings or (ii) there is a suspicion that or the customer is involved in fraud or corruption, or other serious irregularities that destroys the relationship of trust between the parties in an unrecoverable way. Declaration of termination must be in writing.

If the customer believes that there are defects in the implementation of the assignment, the customer is obliged to complain to NGN in writing within 10 days from receipt of invoice. Any complaints not received by NGN within 10 days will be regarded as late and will be rejected.

If the customer incurs a financial loss as a result of negligence or failure on the part of NGN, the customer may demand that its direct loss is compensated. NGN's financial liability to the customer is in all circumstances limited to the value of the individual assignment.

### 1.23 Specially ordered equipment

A separate agreement is to be signed to regulate duration in those cases where NGN has specially ordered equipment for an individual customer. If such separate agreement is not signed and the customer wishes to terminate the agreement, NGN's additional costs for terminating the specially ordered equipment are to be covered by the customer.

### 1.24 Changes and additions

NGN is entitled to make the changes to the agreement necessary in order to comply with applicable laws and regulations at all times.

### 1.25 Staffing

The parties must ensure that work performed under the agreement is carried out by qualified personnel and that the work is carried out in accordance with applicable laws and regulations.

### 1.26 Special terms

The above standard terms and conditions are to apply between the parties unless otherwise agreed in writing in the agreement signed by the parties.

The agreement may be freely transferred to any company within the Norsk Gjenvinning Group.

#### 1.26.1 Special provisions for dangerous waste

NGN will take care of collection, transport and destruction in accordance with applicable laws, rules and issued permits. Dangerous waste will be transported in accordance with the currently applicable ADR regulations (the European Agreement Concerning the International Carriage of Dangerous Goods by Road).

The customer is obliged to provide NGN with the necessary information on the waste and to handle it in accordance with NGN's instructions and the applicable regulations. The customer is responsible for completing and signing the declaration form. NGN may refuse delivery of dangerous waste that is not correctly and appropriately declared.

The customer is responsible for damage and loss that may arise as a result of incorrect handling or declaration from its side.

All dangerous waste must be appropriately packaged. All packaging of dangerous waste must be undamaged, not overfilled, labelled with a waste material number, EAL code and declaration number. The customer is obliged to ensure that the agreed collection equipment does not contain waste materials other than what has been agreed and must ensure that different types of dangerous waste are not mixed up. It must be possible to document this in the form of analyses or other relevant information. The collection equipment for dangerous waste must be positioned so that unauthorised persons or animals cannot access the waste. It must also be positioned in accordance with fire regulations.

Barrels or intermediate bulk containers containing dangerous liquid waste must have a minimum of 10 cm clearance to the top. NGN may refuse to carry out assignments if this is not adhered to.

NGN is entitled to take samples of the delivery and carry out more detailed analyses. If there appear to be deviations in relation to the declaration, the customer will be charged all costs associated with sampling, analyses, final disposal and any extra shipping costs.

The refundable waste oil scheme applies for used or discarded lubricating oil and hydraulic oil, including engine and gear oil, industrial lubricating oil, transformer and switch oil, and oil drained from oil filters. For a complete description of the criteria for the refund scheme, see NGN's fact sheet "Spillolje" on NGN's website.

#### 1.26.2 Special provisions for WEEE waste

The customer is responsible for ensuring that WEEE waste is not mixed with other types of waste. WEEE waste must be sorted in accordance with the main groups and placed into separate carriers (cages, boxes, etc.) suitable for the specific product group and be handled with care so no waste is crushed and no harmful pollutants leak out or go astray. Light bulbs, eco-bulbs and fluorescent tubes must be stored in closed boxes, and not be mixed with other WEEE waste. If you are unsure about sorting groups and suitable carriers, see [renas.no](http://renas.no) or contact the customer manager for guidance.

#### 1.26.3 Special provisions for metals

Iron/steel and other metals are to be delivered according to our delivery standard as indicated in separate fact sheets. These are available on NGN's website [www.ngn.no](http://www.ngn.no). If fractions are not delivered in accordance with this requirement or the parties' agreement, NGN is entitled to calculate a reduction in price.

Unless otherwise agreed, a maximum content of 15 % waste is required in complex iron. Waste refers to fixtures and fittings and

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not free waste. Free waste will be sorted, weighed and invoiced in accordance with the applicable prices for waste.

On receipt of cables, the price will be determined based on the metal content and type of metal. Cables containing grease/oil content or dangerous waste will be priced and handled as agreed.

In cases where the customer has a fixed price including transport and container, a minimum weight of 2 tonnes in a container of up to 10 m<sup>3</sup> and 6 tonnes in a container of up to 30 m<sup>3</sup> is required. If the minimum weight is not observed, NGN will invoice the customer the cost of transport.

#### 1.26.4 Special provisions for emptying oil separators

The customer is obliged to ensure that oil separators are emptied in accordance with legal regulations. The customer accepts that NGN, on request from municipalities, may hand over emptying reports that contain information on the customer.

#### 1.27 Anti-corruption

The customer must not offer or provide any form of payment, services, gifts, entertainment or other benefits/advantages to NGN's employees, representatives, partners or closely related persons for the purpose of directly or indirectly influencing the way in which the person carries out their work. Similarly, no NGN companies or employees may give or offer payment, services, gifts, entertainment or other benefits to the customer or its partners in order to influence the way in which the customer or the customer's partners perform their duties. It is sufficient for a request or offer of corruption to be made for the action to be illegal. It is therefore not a requirement for the improper advantage to fall to the person on whom the attempt to exert influence was made. Any attempt at such actions must be reported.

Gifts and other services/benefits for NGN's employees, representatives, partners or closely related persons must be avoided and may only be given to the extent that they are insignificant, both in value and frequency, and assuming that the time and place are appropriate. Gifts, meals and entertainment must not be offered in connection with tenders, tender evaluation or the awarding of contracts.

NGN must always pay for travel and accommodation for its employees.

#### 1.28 Force majeure

If the agreement or the performance of the assignment is partially or completely prevented or is made significantly more difficult due to events that in accordance with Norwegian law are designated force majeure, the affected party's obligations will be suspended for as long as these circumstances continue. The other party's obligations will be suspended for the same period. Such circumstances include, but are not limited to, war or warlike state, strikes, natural disasters, sabotage, as well as a compulsory decision by a public authority or court.

The party invoking force majeure must promptly inform the other party about the cause of the force majeure situation, its expected duration, and inform the other party once the situation is resolved. In cases of force majeure, each party is to bear its own costs associated with the force majeure situation.

#### 1.29 Significant change to the framework provisions

In the event of significant changes to public framework conditions for the parties' operations, such as changes to/changed implementation of laws, regulations, fees, requirements and instructions, and that result in the financial obligations for either party changing significantly in relation to those applied when the agreement was entered into, either party may request renegotiation of the agreement.

#### 1.30 Arbitration

This agreement is regulated by Norwegian law.

In the event of disagreement between the parties resulting from the agreement or the performance of an assignment, the dispute

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is to be resolved by negotiations. If such negotiations fail, the matter is to be settled by arbitration in accordance with the Norwegian Arbitration Act.

### 1.31 Acceptance

An offer from NGN is deemed to be accepted by the customer upon signing of the agreement or once the customer orders its first assignment. If the customer relationship has been inactive for more than 2 years, the agreement may not be invoked by the customer.

### 1.32 Access to login services

NGN offers various digital services that require login. Login areas provide access to information on the customer relationship, the "Grønt Ansvar" portal and the ability to place orders on behalf of the customer. User access is assigned by NGN at the request of the customer. The customer is responsible for ensuring that unauthorised persons cannot access login areas, that usernames and passwords are not compromised, and for notifying NGN when a user's access is to be terminated, for example, when a user leaves the customer's business. Access to the "Grønt Ansvar" portal is subject to licence terms. On being granted access to the portal, the customer accepts the applicable terms for this. The terms and conditions can be found here: <http://www.norskgjenvinning.no/bedrift/pakkeloesninger/groent-ansvar/> and apply unless otherwise agreed in writing.