

GENERAL PROVISIONS

1. APPLICATION

1.1 These provisions apply for Stena Recycling AB's ("Stena") agreement with the customer ("the Customer") unless otherwise agreed in writing between Stena and the Customer.

1.2 These general provisions are also applied in cases where the Customer itself or via a third party delivers Hazardous Waste ("HW") or other waste ("Waste") to Stena at Stena's facilities.

2. WASTE

2.1 The provisions under this heading do not apply for collection of Hazardous Waste pursuant to the Swedish Waste Ordinance (2011:927). For collection of Hazardous Waste, the terms apply in section 3. Collection and disposal of Waste, for the collection of Hazardous Waste and other waste products.

2.3 On behalf of the Customer and at the Customer's expense, Stena, or someone employed by Stena, will take away the Customer's waste and ensure that it is disposed of.

2.4 It is the responsibility of the Customer to ensure that delivered Waste follows legal requirements applicable at any time as well as the specification agreed with Stena (quality norm).

2.5 If the delivered Waste does not correspond to the agreed quality norm, and this leads to increased costs for Stena, the Customer is fully liable to compensate for these costs.

2.6 Stena is responsible for ensuring that waste is only delivered to officially approved facilities and that all other handling takes place in full agreement with Swedish laws and provisions.

3. HAZARDOUS WASTE

Waste Declaration/Transport Documents

3.1 Delivery of HW to Stena must be preceded by a declaration signed by the Customer, or other information document pursuant to section 3.2, that is necessary for Stena's assessment of risks and handling of HW. Where applicable, the waste declaration should be made on Stena's designated form.

3.2 Delivery of HW may also take place through the Customer requesting collection and referring in writing to a previously submitted waste declaration on Stena's designated form, or previously supplied waste declaration/transport document. For each such delivery, what is stated in the cited document concerning the properties of the HW is what applies. This waste declaration may, following agreement with Stena, be replaced by other equivalent information such as product information sheets, verbal declaration or other statements that Stena regards as necessary for assessment of risks and handling of HW.

3.3 Any delivered HW must have the chemical composition and physical properties stated in the waste declaration, in accordance with other equivalent information according to 3.2 or as otherwise follows from these general provisions.

3.4 If circumstances stated in the waste declaration or otherwise according to section 3.2 change, or if other circumstances arise that may be of significance to Stena's handling and disposal of HW, the Customer is obliged to inform Stena of this immediately. The Customer must, at Stena's request, provide analysis results or tests of HW prior to delivery so that Stena can assess suitable handling of HW. For analyses, the terms stated by Stena at any given time apply.

3.5 The Customer shall on every occasion observe the laws and regulations that apply for HW. Deviation from Waste Declaration/Transport Documents

3.6 If the HW deviates or appears to deviate from what is stated in section 3.1-3.4, the Customer must, in addition to what follows below, compensate Stena for all additional costs resulting from such deviations.

3.7 If Stena, or staff employed by Stena, or external parties, incur direct or indirect damage or losses as a result of such aforementioned deviations, including costs for operational disruption, service interruptions, damages to a third party, costs for measures and other fees imposed upon Stena by public bodies, the Customer must pay compensation for this to Stena.

3.8 If the deviations from what is stated in section 3.1-3.4 are of such a nature and degree that Stena's handling of HW is made significantly more difficult or involves additional costs, Stena is also entitled to destroy waste or, where necessary, forward the waste to a requisite facility at the Customer's expense and responsibility.

Special instructions

3.9 For HW, any special instructions that Stena may issue at any given time and of which the Customer has been informed in writing or verbally also apply.

Slurry

3.10 For delivery of HW slurry containing oil, the Customer guarantees that it does not contain any foreign components, such as, but not limited to, PCB, solvents, glycol or other pollutants that should not be found in the product. The product must have a flash point greater than 23 degrees Celsius and be pumpable at -15 degrees Celsius.

3.11 Slurry HW is not permitted to contain material that can make pumping more difficult. If such material is nevertheless encountered, the Customer shall compensate Stena for all extra costs incurred as a consequence of this. See also 3.7.

Packaging

3.12 Packaging used by the Customer for HW must be well sealed and in all respects fulfill the applicable regulations and provisions for the HW in question and, where applicable, according to the rules for transportation of hazardous goods, and

- must be clearly labeled in a permanent way
- must not be filled to more than 90% if it contains HW designated as slurry.

Delivery, transport, and insurance

3.13 HW is delivered to Stena only by special agreement.

3.14 The Customer shall bear the risk for the HW until it has been checked by Stena or it is left at/pumped into a reception space indicated by Stena.

3.15 The Customer is responsible for possessing liability insurance for the goods in question and must, at Stena's request, produce proof of such insurance protection.

3.16 The Customer is particularly reminded of the importance of carefully observing and complying with the applicable provisions in the Swedish Waste Ordinance and other statutes on the issue of handling hazardous waste, as well as regulations announced with the support of these statutes. The Customer shall compensate Stena for all extra costs Stena incurs as a consequence of noncompliance with the legislation. See also 3.7.

Sorting assignments

3.17 For sorting assignments performed by Stena, the Customer is freed from responsibility in accordance with 3.1-3.4 as well as 3.6-3.8 and 3.14-16.

3.18 Sorting assignments are performed by Stena taking away the HW in connection with sorting. In some cases, the HW may be left with the Customer for collection at a later time.

4. LEASING

4.1 The container provided by Stena ("the Container") remains the property of Stena and must not be moved or used by the Customer for any purpose or waste other than that stated in the agreement.

4.2 The Customer shall, at its own expense, undertake the necessary measures in order to receive the leased object at the place where it will be at the Customer's disposal.

4.3 Stena is entitled to perform maintenance and repairs on the Container on the Customer's premises and to replace the Container with a similar one at no expense to the Customer.

4.4 When the agreement ceases, the Container will be collected by Stena, whereupon the Customer will be charged the collection fee applied by Stena at the time the agreement ceases. The Customer pays for cleaning on return, where appropriate.

4.5 The Customer may not, without Stena's written consent, lease the leased object to another party nor allow anyone without the requisite knowledge to use the leased object.

4.6 The Customer is obliged to care for the leased object properly and to maintain it so that it does not suffer any change or damage that is not due to normal wear and tear.

4.7 The Customer is responsible for any damage caused to the leased object, whatever the problem. In the event of repairable damage, the Customer will pay the cost of repairs and all other costs arising as a result of the damage. In the event of loss of the leased object, the Customer will be charged the price of a new one.

4.8 Stena is not responsible for damage caused by the leased object to the property of the Customer or of any third party or of persons employed by the Customer/third party.

Faults in the leased object

4.9 If any faults occur in the leased object due to causes beyond the Customer's responsibility, the Customer must complain immediately in the manner specified in section 6.8. The Customer shall compensate Stena for all damage caused by complaints that are not made or that come too late.

4.10 Stena undertakes to repair the leased object within a reasonable time. If faults arise, which according to Stena's assessment cannot reasonably be repaired from a financial viewpoint, Stena is entitled to terminate the agreement with immediate effect.

Stena's right to terminate the agreement

4.11 During the lease period, Stena may terminate the agreement with immediate effect, and take back the leased object at the Customer's expense at a time determined by Stena, if the Customer is more than 30 days late with payment of the lease fee. If the lease agreement is terminated for such a reason, Stena is entitled to compensation for all damages occurring as a consequence of terminating the agreement.

5. SALES

Payment terms for goods

5.1 Unless otherwise agreed, the Customer shall pay in advance. If the Customer is granted credit, payment shall be made within 30 days from the invoice date. No deduction is granted for cash discount. Nor does the Customer have the right to correct what Stena charges. If correction needs to be made, Stena will send a credit note.

Delivery time

5.2 The stated delivery time runs for sales from the day a binding purchase agreement enters into effect and concerns the time for delivery to a location designated by the Customer for delivery by Stena vehicle. Otherwise, from the time the goods were handed to an independent carrier for shipment. Delayed delivery only gives the right to damages if a special agreement has been made on this in writing.

Freight terms and transport damage

5.3 The risk for the goods transfers to the Customer, in the case of transport by Stena vehicle, when Stena has left the goods in a place designated by the Customer. Otherwise, from the time the goods are handed to an independent carrier for shipment. Thus, Stena does not accept responsibility for damage that may occur during shipping by independent carriers.

Reservation of Title

5.4 Stena reserves its ownership of sold goods until they have been paid for in full by the Customer. Thus, Stena has the right to retake the goods at the Customer's cost. Until ownership has been transferred to the Customer pursuant to the above, the Customer undertakes to take proper care of the goods, and the Customer may not, without Stena's written consent, dispose of the goods, make any changes to apparatus or machinery, or transfer the goods to another party. The Customer undertakes during this time not to include the goods in any other equipment owned by the Customer or to make them part of the property and to keep the goods insured against fire, theft, and suchlike.

Returns/Cancellation

5.5 Cancellation and/or return of ordered/delivered goods are not permitted without Stena's written consent. If Stena has approved the cancellation and return, and nothing else is agreed in writing, the Customer is credited the entire purchase price. The Customer shall return the goods to Stena, at the Customer's risk with freight paid and in undamaged original packaging, according to Stena's instruction. For every return, the Customer shall provide information on number and date on Stena's invoice or delivery note.

Repair/Redelivery

5.6 If the Customer complained about the goods according to section 6.8 in this agreement and the goods are shown to be faulty, Stena shall repair the fault, in the first instance. If repair is not possible within a reasonable time, Stena shall redeliver the goods. In this case, the damaged goods shall be returned to Stena according to the provisions in 5.5. The Customer does not have the right to cancel the purchase.

6. COMMON PROVISIONS

Tenders, prices, etc.

6.1 Stena is only bound by written tenders/agreements and order confirmations. Any amendments to tenders/agreements given by Stena only apply if they are confirmed in writing by Stena. Exchange rate fluctuations and changes to customs duty, sales taxes, excise duty and other fees, including changes to general advice and recommendations for the adoption of rules for customs duty, sales taxes, excise duty, and other fees that come into effect after the tender is submitted, as well as increased costs following from amended requirements in the environmental legislation, give Stena the right to raise the agreed price with immediate effect.

6.2 Prices and price adjustment according to agreement. Unless otherwise agreed, price adjustments are made annually. All prices are exclusive of VAT.

6.3 The price on the date of collection applies in the event of a price adjustment, unless otherwise agreed. If the Customer itself or through a third party delivers waste to Stena at Stena's facilities, the price on the date of delivery applies in the event of a price adjustment, unless otherwise agreed.

Payment and penalty interest

6.4 Unless specifically agreed otherwise, Stena draws up a monthly account of Stena and the Customer's financial commitments to each other.

This monthly reconciliation is sent to the Customer, following which the Customer has ten (10) working days in which to raise any objection to the account. If no objections are raised within this time, the Customer relinquishes any right to assert that the account is incorrect.

If the monthly account results in:

- a) Stena requiring payment from the Customer, Stena must provide the Customer with an invoice for payment within 30 days of the invoice date, or
- b) the Customer having a credit balance at Stena, the credit must be sent to the bank account indicated by the Customer (bank giro/plus giro) no later than 30 days after the account has been sent to the Customer.

6.5 Unless otherwise agreed in writing, penalty interest will be charged for payments after the due date of the invoice at the rate established by the Swedish Central Bank at any given time plus 8%.

Waiting time

6.6 Containers must be accessible for emptying and/or collection without any waiting time. If collection from the Customer is delayed for reasons beyond Stena's control, Stena is entitled to charge for waiting time according to the applicable hourly rate or as per agreement.

Responsibility for information

6.7 The party that provided it is responsible for the correctness of information regarding material or information that forms the basis for assessing material. Stena's approval does not release the Customer from liability. Unless otherwise agreed, it is assumed that the Customer will provide the information or material samples that are required for Stena to be able to assess the material's nature and condition.

Complaints

6.8 If the Customer considers that Stena has not fulfilled its commitments in some respect, a complaint must be made in writing within eight (8) days from when Stena performed the task in question. In the case of lease or purchase, the Customer shall investigate the object carefully on delivery and shall make the necessary checks that the object is working. If the complaint is not made in the prescribed manner, the right to complain is forfeited. This complaint deadline covers all Stena's commitments.

Insolvency

6.9 If the Customer is declared bankrupt, initiates proceedings for company reorganization, suspends payments, or is insolvent according to Stena's assessment, so that the payment amount cannot be rightfully paid to Stena, Stena may collect the lease object/equipment/packaging, withhold delivery of goods and in any other way withhold performance until such a time as a guarantee can be obtained. If no such guarantee is obtained within a reasonable period following a demand from Stena, Stena is entitled to cancel the agreement regarding the unpaid part.

Force Majeure

6.10 The parties cannot be held responsible if fulfillment of the agreement is delayed or hampered as a result of circumstances beyond their control, for example, conflict, war or military call-up, uprising or riot, labor dispute, fire, extreme natural events and natural catastrophes, ban on disposal, requisition, confiscation, export and import ban, trade and currency restrictions, lack of means of transport, or general scarcity of goods, that give rise to operational disruption at Stena, its suppliers/waste recipients, or within the communications system.

Limitation of liability

6.11 In the event of one party breaching the agreement, the other party is always entitled to compensation for damages attributable to the breach of the agreement. Stena's indemnity liability, if it exists, is in all circumstances restricted to direct damage and limited to a maximum sum equivalent on the occasion of the claim to ten (10) basic price amounts according to the Act (1962:381) on General Insurance. The sums stated above apply without VAT.

6.12 The stated limitations in the amount of Stena's liability do not apply if Stena is guilty of gross negligence; in such cases, the maximum sum that applies is MSEK 2 (two).

Transfer

6.13 Neither party may transfer its rights or liabilities to another party. However, Stena may transfer the agreement including rights and liabilities to another company within the Stena Metall Group. Similarly, Stena may always transfer outstanding claims against the Customer to a third party.

Confidentiality

6.14 The parties must not, without the other party's written consent, hand over documents prepared as a result of the agreement or in any other way disclose their content or other internal conditions of the parties to any third party, other than what is required for implementation of the agreement.