

GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

12 December 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 the legal entity that receives a delivery from FGJ

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

The term 'Service' refers to the work to be performed by FGJ for the Customer as described in clause 3 below

The term 'Collection Equipment' refers to any type of receptacle, container, sack, etc. that FGJ at any time offers in connection with waste management for the Customer

The term 'Contaminated Waste' refers to waste containing harmful substances that is classified as contaminated in accordance with prevailing laws and regulations

The term 'Hazardous waste' means substances or waste that, even in small quantities, may cause harm to humans, animals or the environment and are classified as hazardous waste in accordance with prevailing laws and regulations

The abbreviation 'VAT' refers to Value Added Tax

The terms and abbreviations above shall have the meaning specified in this document, regardless of whether the term is used in the singular, plural, definite, or indefinite form.

2. General scope

Unless otherwise agreed in writing, these Terms and Conditions apply to the Customer's purchase of Services from FGJ (hereinafter referred to as the 'Agreement'). The Terms and Conditions also apply to the Customer's purchase of Services from wholly or partly owned companies providing waste collection and waste management services.

For Customers delivering waste via a vessel or from petroleum-related activities, a 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.

Unless otherwise agreed in writing, the Customer is deemed to have accepted the Terms and Conditions as binding once the Customer has requested provision of a Service from FGJ or its wholly or partly owned companies. This applies to any form of Service provided by FGJ, regardless of how the Customer expresses its request to receive said Service. Only departures from the Terms and Conditions that FGJ and the Customer have agreed upon in writing are valid between the parties. Except for such agreed departures, the Terms and Conditions shall remain unchanged.

The Customer is responsible for familiarising itself with the provisions of the Terms and Conditions and for ensuring that it has the necessary procedures in place to comply with them, and thus avoid administration fees, sorting surcharges, and costs related to the disposal/handling of contaminated and hazardous waste, etc.

3. The Service

The term 'Service' refers to the waste management solution(s) that FGJ offers to the market at any time and that are described in more detail under the 'Services' and 'Waste Management' tabs on FGJ's website.

4. The parties' general duties and responsibilities

4.1 FGJ's duties and responsibilities

FGJ undertakes to perform the Service in a professional and diligent manner in compliance with the terms and conditions agreed between the parties, and in accordance with prevailing legislation, statutory regulations, permissions, requirements and directives from the public authorities that are necessary for FGJ to perform its Services.

FGJ is liable for its own actions governed by licences, legislation and regulations relating to waste management operations and for complying with its obligations under the Terms and Conditions.

4.1 The Customer's duties and responsibilities

The Customer is responsible for adherence to these Terms and Conditions, as well as prevailing legislation and regulations governing waste producers. 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. FGJ also decides where the waste will be delivered, as well as how it will be handled and ultimately disposed of (including export).

The Customer undertakes to be familiar with, and adhere to, current 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 undertakes to ensure that all parties acting on behalf of the Customer in relation to FGJ are informed of, and comply with, prevailing laws, regulations, and requirements imposed by the public authorities. The Customer shall obtain and maintain in a timely manner all approvals and permissions required to receive the Service from FGJ. The Customer shall ensure that all personnel engaged by the Customer in connection with provision of the Service by FGJ are well qualified, competent, and equipped for the Service they are to perform.

When ordering extra work/additional services, FGJ assumes that the requisitioner has the necessary authorisation. The Customer is responsible for notifying FGJ of the identity of persons who are delegated said authorisation. The Customer is responsible for all Service orders, including supplementary orders and additional services, that FGJ receives from a Customer, employee or anyone else acting on behalf of the Customer. This applies regardless of whether the person placing the order is acting within or outside the scope of authorisation assigned by the Customer.

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 the 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. Waste fractions not agreed upon may incur significant disposal costs or other related expenses. For example, there may be costs associated with the removal and disposal of such waste. The Customer assumes full financial responsibility for departures from the agreed waste fraction. This applies regardless of who has placed non-compliant waste in the Collection Equipment.

5. Placement of the Collection Equipment

FGJ will place the Collection Equipment at the agreed delivery address and at the designated location.

The Customer is responsible for ensuring that there are no physical obstructions that make it difficult for FGJ to perform the Service and for ensuring that FGJ does not incur any unnecessary additional costs due to waiting and/or other logistical issues at the designated location. The Customer is responsible for ensuring that the Collection Equipment is free of snow, the road to the collection point is cleared, gritted, or salted as required, and that there is unobstructed access from public roads to the designated location. 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 the Collection Equipment. If FGJ has to wait for more than five (5) minutes prior to starting the Service, 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 positioned in such a way that the crane truck is prevented from removing the sack.

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

FGJ is entitled to suspend the Service and refuse to deliver or collect the 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.

The Customer shall be strictly liable for any damage to vehicles or other equipment brought by FGJ to the Customer's premises caused by the Customer's failure to comply with the above guidelines.

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. 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. Such waste should not be placed in a standard container. 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. The Customer will be invoiced for any additional costs incurred by FGJ in connection with departures from the above provisions.

7. Responsibility for collection equipment

The Customer must check this immediately on receipt of the Collection Equipment. FGJ assumes no responsibility for defects that should have been discovered during such checks, and which were not reported to the FGJ within fourteen (14) days of receipt of the equipment. Remedy for defects that could not have been discovered during such checks must be claimed at the latest fourteen (14) days after the defect was discovered, or should have been discovered, and no later than three (3) months after receipt of the Collection Equipment. Normal wear and tear may occur due to asphalt/ground conditions on delivery and collection of the Collection Equipment and will not be liable to remedy.

The Customer is responsible for ensuring that the Collection Equipment is handled in a proper manner and at all times as another party's property. The Collection Equipment must not be overloaded or incorrectly loaded. The Customer is responsible for assessing the vulnerability of the Collection Equipment to wear and tear in relation to its placement and ground conditions at the placement location. The Customer shall be liable for any damage to the Collection Equipment, regardless of the cause, while it is in the Customer's possession.

The Customer is responsible for maintenance work, including exterior and interior cleaning. FGJ will perform such work on behalf of the Customer only after receiving the Customer's written order for maintenance. Collection 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.

Special guidelines for inspection, cleaning and service apply to waste compression equipment. These guidelines will be provided by the manufacturer of the relevant equipment. The Customer undertakes to adhere at all times to the manufacturer's guidelines when such Collection Equipment is leased via FGJ.

If the Customer leases the Collection Equipment, it belongs to FGJ. The Customer is not permitted to sublease such Collection Equipment.

8. Response Time

Unless otherwise agreed, orders will usually 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 Collection 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 public authorities, or at the Customer's request, will be charged to the Customer.

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 departures from anticipated tonnage, may entail extraordinary price adjustments.

11. Payment terms

Payment terms for invoices/credit notes (gross) are fourteen (14) days.

The Customer is responsible for ensuring that the invoice recipient is clearly identified before any delivery from FGJ commences. The Customer must ensure that the correct invoice address, the Customer's contact representative and any relevant project number are provided. The Customer is responsible for ensuring that anyone ordering a Service from FGJ provides the correct information outlined above. If an invoice needs to be credited and resent due to incorrect information provided by the Customer, FGJ will charge an administration fee and apply interest on delayed payments from the due date of the original invoice until payment is received.

In the event of an invoicing error, the Customer must notify FGJ as soon as the error is identified and no later than one week prior to the due date. FGJ must promptly correct the invoice, and the Customer must ensure payment by the original due date. If the Customer fails to notify FGJ within the deadline, the Customer must pay the invoice as issued and may subsequently request a refund for any incorrectly paid amount. In the event of complaints regarding FGJ's delivery, the Customer waives its right of retention. The Customer shall pay the invoice in full by the due date and may then request a refund from FGJ for any defects in the delivery.

The Customer is always required to pay any undisputed invoice amount by the due date.

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

Departures 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 zone surcharges, toll/bridge/ferry fees, 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/customer portal.

The Customer undertakes immediately to ensure that all Services provided by FGJ are in accordance with the agreement. Claims must be submitted promptly, and no later than fourteen (14) days after receiving the relevant invoice or after the Customer has discovered, or reasonably should have discovered, the issue in question. 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 Customer. However, the Customer must correspond 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 any 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. Default

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 agreed, 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 restrictions 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. The Collection Equipment must be tailored to hazardous waste 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, labelling, 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.

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 with 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.

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

If the Customer requires FGJ to provide the aforementioned additional services related to Hazardous Waste, the Customer must order such services in writing.

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. Confidentiality

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. 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 some 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 usernames 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.