

## ORDINARY TERMS OF TRADE

These Ordinary Terms of Trade are used by Ragn-Sells A/S, CVR-No. 86476819, at sale of waste to middleman or factory for the purpose of reuse/recycling.

### § 1. APPLICATION.

- 1.1. These Ordinary Terms of Trade (in the following called Terms of Trade) are solely accepted between Ragn-Sells and Buyer, if stated in writing in the Purchase Contract between Buyer and Ragn-Sells. In case that the Purchase Contract between Ragn-Sells and Buyer deviate from the Terms of Trade, the Purchase Contract overrules the Terms of Trade regarding the deviations. The rest of the regulations in the Terms of Trade apply to the contract partnership as long as it is in accordance with the Purchase Contract.
- 1.2. Ragn-Sells is submitted to the regulations in Ragn-Sells' Groups Code of Conduct, which among other things include that trade, handling and transportation of waste is cared for in an environmental responsible way and in accordance with the current laws. By signing the Purchase Contract, Buyer hereby declares that Buyer likewise will handle the purchased waste in an environmental responsible way and in accordance with the current laws in the country where the waste is processed.

### § 2. QUALITY OF THE WASTE

#### 2.1. Impurities

- 2.1.1. Since the Purchase Contract concerns waste for recycling, Buyer acknowledges that there will be impurities in the waste, which Buyer by signing the Purchase Contract, accepts within the limits described in the Purchase Contract. Impurities within the limits does not give Buyer the right to terminate the Purchase Contract or demand compensation for direct or indirect loss, including loss in production, or the right to demand a reduction in the agreed purchase price in the legal relationship with Ragn-Sells.
- 2.1.2. If Buyer wants to complain about that the waste has impurities that exceeds the limits in the Purchase Contract, Buyer must at once send documentation in writing and with photos for the excess to Ragn-Sells, after which Ragn-Sells will look at it. If Buyer wants to complain about impurities, Ragn-Sells has the right to make an inspection of the waste in order to know how to react on Buyer's complain.
- 2.1.3. If Ragn-Sells acknowledges that the limits of the Purchase Contract is exceeded, Ragn-Sells has the right to demand the waste returned and cover the costs themselves as well as the right to fulfill the Purchase Contract by delivering waste (re-delivery) that meets the limits of the Purchase Contract against payment for transportation. If Ragn-Sells demands the waste returned, Buyer cannot demand compensation, or compensation for direct or indirect loss, including loss in production, at Ragn-Sells.
- 2.1.4. Even though Ragn-Sells do not wish to make use of their right to re-delivery, see point 2.1.3., Buyer has not got the right to demand compensation, or compensation for direct or indirect loss, including loss in production due to impurities in the waste, but has the right to a proportionately reduction in the purchase price, if the Customer can document that the waste has a lower commercial value. The reduction is calculated by negotiation between Buyer and Ragn-Sells, but the amount can never exceed the commercial value of the waste with the documented impurities.
- 2.1.5. In case that Buyer has used the waste for recycling without complaining to Ragn-Sells and/or the Customer has not given Ragn-Sells a fair chance to inspect the waste before recycling, Buyer has lost any right to object against the impurities in the waste that exceeds the limits agreed on.

#### 2.2. Mass Deviation

- 2.2.1. If Buyer picks up the waste at Ragn-Sells' site, the parties agree on that the calibrated weighing that takes place at the pickup of the waste, is the basis for the contract partnership between Ragn-Sells and Buyer. Buyer cannot complain about any later alleged mass deviation.
- 2.2.2. In case the Buyer does **not** pickup the waste masses at Ragn-Sells' site, but the waste is transported to a destination that the Customer has chosen, Ragn-Sells and Buyer agree that the calibrated weighing that was done at Ragn-Sells' site is the basis for the contract partnership between Ragn-Sells and Buyer.
- 2.2.3. If the weighing was not done at Ragn-Sells, Ragn-Sells and Buyer agree that the weight of the waste masses informed by the chosen transporter is the basis for the contract partnership between Ragn-Sells and Buyer.
- 2.2.4. When the waste is received, Buyer accepts the mass deviation within the limits described in the Purchase Contract. Mass deviations within the limits described in the Purchase Contract, does not give Buyer the right to terminate the Purchase Contract or to demand compensation, or compensation for direct or indirect loss, including loss in production, at Ragn-Sells, nor the right to proportionately reduction in the purchase price agreed on in the Purchase Contract with Ragn-Sells.
- 2.2.5. If Buyer wants to complain about a mass deviation, which according to Buyer exceeds the limits agreed on in the Purchase Contract, Buyer must send documentation in writing including photos as well as calibrated weighing slip, to prove the excess, where after Ragn-Sells will look at it.

2.2.6. If Ragn-Sells acknowledges that the limits mentioned in the Purchase Contract has been exceeded, Ragn-Sells has the right to either immediately send the missing waste mass to Buyer in order to fulfill the Purchase Contract, or to give Buyer a proportionately reduction in the purchase price according to the missing mass. Buyer does not have the right to demand compensation for direct or indirect loss, including loss in production, at Ragn-Sells due to delay because of missing waste mass, although the deviation exceeds the limits agreed on.

2.2.7. If Ragn-Sells cannot acknowledge that the limits have been exceeded, the calibrated weighing made at delivery to transporter is still the applicable basis for the contract partnership between Ragn-Sells and Buyer.

### **2.3. Complaints**

In case Buyer complains about impurities in the waste or mass deviation, Buyer does **not** have the right to ignore the invoice and not pay Ragn-Sells for the waste in due time.

### **§ 3. DELAY.**

3.1. If Buyer is to pick up the waste at Ragn-Sells' site at a specific time or within a specific period, Buyer only has the right to annul the purchase if there is an essential delay from Ragn-Sells according to the delivery time agreed on. However Buyer does not have the right to cancel the contract due to the occurrences mentioned in § 6, if Ragn-Sells postpones the delivery time according to this paragraph.

3.2. If the waste according to the contract is to be delivered by Ragn-Sells to a specific place via transporter paid by Ragn-Sells, Ragn-Sells is not responsible for delay in the transport from the moment the waste is handed over to the transporter. Therefore Buyer cannot hold Ragn-Sells responsible for any delay in the transportation. If the waste is transported by ship, Buyer cannot hold Ragn-Sells responsible for any delay, if the waste is detained at the recipient sea port or due to governmental decisions or other circumstances.

3.3. If Ragn-Sells and Buyer according to the contract have agreed on purchase of waste masses within a specific period, Buyer does not have the right to complain about delay if the waste can be picked up by Buyer or can be delivered by Ragn-Sells within the time agreed on in the contract.

3.4. Neither can Buyer complain to Ragn-Sells about irregularities caused by delay due to the circumstances mentioned in § 6.

3.5. Buyer is obligated to receive the waste at the agreed place of delivery immediately. If the waste is transported by ship, Buyer must immediately pick up the waste at the recipient sea port or within the time frame agreed on with Ragn-Sells.

3.6. If the waste is transported by ship, Buyer must pick up the waste at the recipient sea port either immediately or within the time frame agreed on with Ragn-Sells. If the waste cannot be delivered to Buyer from the sea port due to governmental decisions or other circumstances, no matter the reason, it is at Buyer's risk and does not exempt Buyer from paying the invoice to Ragn-Sells in due time. If Ragn-Sells is imposed any costs because the waste cannot be picked up by Buyer, no matter the reason, Buyer must indemnify Ragn-Sells for any loss and expense caused by this. This includes costs for rental of storage or harbor dues as well as extra costs for the transporter as well as any other cost imposed on Ragn-Sells.

### **§ 4. RESPONSIBILITY.**

4.1. Ragn-Sells is not responsible for damages that the purchased waste might cause on Buyers factory, property or staff.

### **§ 5. COMPLAINTS.**

5.1. Any complain to Ragn-Sells about the Purchase Contract is only valid if it is send in writing to Ragn-Sells, and that immediately after Buyer has received the waste. If the time limit rules for complaints is not kept, the right to complain is lost.

### **§ 6. TIME OF DELIVERY POSTPONED / PURCHASE CONTRACT ANNULED.**

6.1. Ragn-Sells has the right to postpone the time limit for delivery or to annul the Purchase Contract without giving Buyer the right to demand compensation for direct or indirect loss, including loss in production, or compensation at Ragn-Sells, if the delay or the cause that hinders delivery is due to for instance war, extraordinary events in nature, fire, strike, and lockouts, transport accident, vandalism, theft, missing notification to transport of waste, no matter the reason, and here under slow handling of paperwork by authorities, laws, regulations or governmental decisions that hinders export of waste to Buyer, or circumstances in the category act of God.

### **§ 7. VENUE, CHOICE OF LAW, DISPUTE.**

7.1. In case of disagreement between the parties which cannot be settled by negotiation, it is decided between Ragn-Sells and Buyer that any dispute that has arisen because of the Purchase Contract and the Ordinary Terms of Trade, must be brought to the city court, Byretten i København, Nytorv 25, København K, as venue, and it is likewise decided that any dispute must be settled according to Danish law.