

RENOVA MILJÖ'S GENERAL AGREEMENT TERMS AND CONDITIONS AA 2011:02

1 Introductory terms

1.1 The following general agreement terms and conditions apply unless Renova Miljö AB ("Renova") and the Customer have agreed otherwise.

2 Nature of the waste

2.1 The Customer undertakes to follow Renova's instructions regarding how the waste is to be sorted, packed and made available to Renova.

2.2 The following types of waste are not accepted and must not be placed in containers provided by Renova unless the parties have specifically agreed otherwise in writing:

a) Hazardous waste in the sense specified in section 3 of the Swedish Waste Ordinance (SFS 2011:927) ("Hazardous Waste"), explosive or flammable solids or liquids, compressed, condensed or pressurised dissolved gases, oxidising substances, poisons, corrosive substances, strong-smelling, disgusting waste or waste otherwise harmful to health or the environment.

b) Items that damage the container or items taller, longer or wider than the container in which the object is placed and the dimensions otherwise legally permitted.

If the Customer does not fulfil its obligations in accordance with points 2.1 and 2.2, the Customer is responsible for the damage suffered by Renova as a result.

3 The commitments of the parties

3.1 Renova undertakes to put out containers and collect, remove and process waste in the quantity and manner specified in this agreement. If the collection day falls on a public holiday, the collection will be made on the earliest possible working day before or after the collection day.

3.2 The Customer undertakes to have ready waste of the type, in the manner and to the extent indicated in this agreement.

3.3 Renova assumes responsibility for, and ownership of, the waste once it has been collected or when the waste comes into Renova's possession. However, the Customer is still responsible for the consequences that may arise as a result of the nature of the waste not corresponding to what has been agreed.

3.4 The Customer is responsible for ensuring that any information it provides on the content, nature and weight of the waste is correct to the extent that such information is of importance for pricing or Renova's responsibilities to third parties or responsibilities resulting from environmental or traffic legislation, for instance.

3.5 The Customer is responsible for ensuring that the location for collection complies with the relevant work environment regulations and that there is sufficient space around the container so that collection can take place unhindered. The transport route to the designated collection point for the container must be free of obstacles. If the location or container is blocked on collection or deployment, and the driver is obliged to wait as a result, special compensation shall be payable as per the regular price list.

3.6 Renova undertakes to follow the relevant working hours and traffic regulations, such as vehicle and road load. The Customer cannot demand that Renova disregard these regulations when performing these services.

3.7 Containers must be loaded in a manner that maintains a good balance.

Containers must not be filled to more than their top edge. The Customer is responsible for ensuring that the weight of the loaded container does not exceed the weight limits indicated by Renova or the provisions regarding maximum permitted load and gross weight.

3.8 The Customer is responsible for ensuring that any designated transport route outside the general road network is in passable condition for the intended transport. The Customer is responsible for damage to any such designated transport route and for any damage to the vehicle as a result of the designated route not being suitable for the ordered transport, as well as for any subsequent consequential damage.

Renova is entitled to refuse to carry out transport if it judges it impossible to carry out said transport without the risk of damage to the vehicle, or the road or other surface.

3.9 Renova is responsible for ensuring that the necessary permits have been issued for the transports to be carried out by Renova. The necessary permits for putting out a container in a location subject to permits must be obtained and paid for by the Customer.

3.10 Renova is responsible for ensuring that the waste is taken to licensed and approved facilities and that all processing is in accordance with Swedish laws and regulations.

3.11 Renova undertakes, as far as it is practicable and economically feasible, to recycle the waste in an environmentally sustainable manner.

4 Hazardous waste

4.1 If the agreement covers Hazardous Waste, each delivery of Hazardous Waste to Renova must be preceded by a waste declaration duly signed by the Customer in accordance with Renova's applicable document at that time ("Declaration"), unless otherwise provided for in point 4.2.

4.2 Delivery of Hazardous Waste is also permitted if the Customer requests delivery and refers to a previously submitted Declaration.

5 Containers and packaging

5.1 Unless otherwise agreed, Renova's packaging and containers must be used. Packaging must be well sealed. If the Customer provides containers and packaging, these must be fit for purpose and approved by Renova.

5.2 Containers provided by Renova are owned by Renova. Containers must not be modified, moved or used for any purpose other than that intended.

5.3 If Renova provides containers, Renova undertakes to carry out maintenance and repairs resulting from normal wear and tear. Renova is entitled to change one container for another at no cost to the Customer.

5.4 The Customer must look after containers and report any damage to Renova. The Customer is responsible for any damage incurred during the rental period and associated repair costs, except in cases where the Customer can show that the damage is the result of normal wear and tear.

6 Subcontractors

6.1 Renova is entitled to employ subcontractors to fulfil its commitments under this agreement.

7 Pricing

7.1 Prices are based on the applicable price list or are in accordance with the terms agreed by the parties. The prices relate to services carried out during regular working hours unless otherwise agreed by the parties. Overtime pay will be charged for services carried out outside regular working hours.

7.2 Waiting time compensation will be charged for waiting time that has not been occasioned by Renova. Renova reserves the right to charge for additional costs caused by incorrectly sorted or supplied waste.

8 Price adjustments and changes to agreement terms

8.1 Prices will be adjusted annually. New laws, regulations or instructions, as well as other official decisions that take effect and that entail higher costs, will lead to immediate price adjustment.

8.2 Prices and agreement terms may be adjusted in the light of circumstances related to changed processing costs, increased transport costs, product changes, organisational changes and other circumstances over which Renova has no control. Renova will inform the Customer of any such adjustment in writing no later than thirty (30) days before any such change comes into force. The Customer is then entitled, within two (2) weeks of being informed by Renova, to terminate the agreement in writing. The agreement then ends three (3) months after notice to terminate. If the Customer uses its right to termination, no price adjustment will be enforced during the remainder of the agreement period.

9 Payment terms

9.1 Invoices will be issued monthly in arrears, unless otherwise agreed. Payment terms are 30 days net after the invoice date. If the invoice remains unpaid after the due date on the invoice, Renova is entitled to charge late payment interest in accordance with the terms indicated on the invoice.

10 Amendments and additions

10.1 Amendments and additions to this agreement may be made both verbally and in writing. Amendments made verbally will be considered binding once they have been implemented. Renova must be informed of changes to the nature of the services, such as collection addresses, collection frequency and containers no later than ten (10) days before any such change is effected.

11 Change of Customer

11.1 Change of Customer is permitted, for instance, following a transfer of business or property. A request for change must be communicated to Renova in writing and be signed by the Customer and the new Customer. Any such notification must contain the contact details for the new Customer and must reach Renova no later than one month before the change is to take place. If such notification is not provided, the Customer remains liable for payment even after any transfer of business or move, and the terms of the agreement regarding notice and early termination of the agreement remain in force.

12 Force Majeure

12.1 Renova is discharged of its obligations to comply with the agreement in the event of circumstances defined as Force Majeure, such as circumstances beyond Renova's control, including, but not limited to, conflict, war or military call-up, prohibition on disposal of property, requisition, seizure, import or export ban, riot or rebellion and all other circumstances that cause operational disruptions for Renova, its suppliers, waste recipients or transport services.

13 Confidentiality

13.1 The parties undertake, subject to restrictions set out by the law or official decisions, not to reveal any information that the party has received from the other party that is of a nature that can be considered a trade secret of the other party. The parties must also take the necessary measures to prevent any such trade secrets from being revealed to outside parties. The terms of this provision shall apply for five years after the agreement has otherwise ceased to apply.

14 Notice and early termination

14.1 Each party is entitled to terminate this agreement in writing with immediate effect if the other party significantly breaches its obligations under this agreement and does not rectify the matter within thirty (30) days of the party having been requested to do so. Each party is also entitled to terminate this agreement in writing with immediate effect if the other party is declared bankrupt, commences composition proceedings, goes into liquidation or is otherwise assumed to have become insolvent.

15 Complaints and limitation of liability

15.1 If the Customer wishes to claim that Renova has carried out its services incorrectly, a complaint must be made as soon as the Customer discovers or should have discovered the error. Any claim against Renova based on this agreement must be made within one year of the circumstance on which the claim is based occurring. If the deadline for a claim has passed, the claim may not be pursued by other means, such as counterclaim or set-off.

15.2 Renova is not responsible for any damage caused by containers when the containers are in the possession of the Customer. Renova's liability for damage is limited to direct damage. The Customer cannot demand that Renova fulfil its commitment if the Customer does not provide and sort waste in accordance with Renova's instructions.

16 Disputes

16.1 Swedish law applies to this agreement.

16.2 Disputes arising from this agreement shall be definitively settled in accordance with the Arbitration Council of the West Sweden Chamber of Commerce's rules on conciliation and arbitration. The arbitration shall take place in Gothenburg. However, Renova is entitled to bring a claim for overdue payment with the Swedish Enforcement Authority and/or the general court in the Customer's domicile. If a dispute arises, this does not relieve a party of its obligations under this agreement.