

General Terms and Conditions

09-02-2024



1. Application

- 1.1. These general terms and conditions shall apply to all business relations with Stena unless specifically derogated from by other written agreement.
- 1.2. Stena reserves the right to change these general terms and conditions. The current terms and conditions can always be found at www.stenarecycling.dk.
- 1.3. All offers made by Stena, including offers made on Stena's website, in marketing material or elsewhere, shall not be binding on Stena until Stena has accepted the order by sending an order confirmation.

2. Definitions

- 2.1. "Customer" means any customer entering into an agreement with Stena regarding either (i) rental or loan of Equipment or (ii) delivery of Products.
- 2.2. "Equipment" means containers, boxes, compactors, and other receptacles as well as other equipment that Stena hires out or lends to the Customers in connection with the trading.
- 2.3. "Products" means recyclable products, hazardous waste, other commercial waste and similar that Stena collects, or the Customer delivers at one of Stena's addresses.
- 2.4. "Stena" means Stena Recycling A/S, Company Registration No (CVR) 24208362 and its subsidiaries.

3. Right of use and hiring of Equipment

- 3.1. Stena retains full ownership of all Equipment made available to the Customer.
- 3.2. Stena shall ensure that the Equipment is in safe and secure condition upon delivery.
- 3.3. The Customer must only use the Equipment in the Customer's business enterprise. The Customer shall not in any case be entitled to sell, pledge, hire out, lend, or otherwise legally dispose of the Equipment.
- 3.4. The Equipment shall only be used for the purpose agreed with Stena or for the purpose for which it was intended.
- 3.5. Stena shall have the right to inspect the Equipment for the purpose of checking whether it is used correctly.
- 3.6. The Customer's use of the Equipment shall take place in accordance with applicable law, and the Customer shall always see to that the Equipment is insured and kept in a safe and secure condition.
- 3.7. The Customer must notify Stena immediately if the Equipment is damaged or defective.
- 3.8. Repairs and maintenance of the Equipment shall be carried out by Stena or its business partner.
- 3.9. The Customer shall be strictly liable for any damage to the Equipment that is not caused by Stena. The Customer shall not be liable for normal wear and tear.
- 3.10. The Customer is responsible for ensuring that the Equipment is positioned correctly and lawfully so that it cannot cause any damage to third parties.

4. Delivery and collection of Products

- 4.1. When products are delivered to Stena, Stena is responsible for ensuring that the transport, handling and disposal of the Products comply with applicable public law rules, as well as for reporting the disposal to the relevant authorities in accordance with applicable rules.
- 4.2. Stena shall have unrestricted access to delivery and collection of the Equipment, and the Customer is obliged to provide Stena with the necessary keys/access cards to gates, doors, etc.
- 4.3. If access conditions or the weight of the Equipment make a planned emptying visit impossible, Stena reserves the right to invoice the Customer for futile driving.
- 4.4. However, Stena shall only be liable as stated in Clause 4.1 hereof if the Customer has sorted and classified the Products correctly. If the Customer has doubt about the classification and composition of the Products, the Customer shall contact Stena. In the event that the Customer has not sorted and/or classified the Products correctly, the Customer shall reimburse Stena for any additional costs that may arise as a result thereof, including subsequent or more time-consuming sorting or cleaning, and costs for repairing damage to the Equipment or vehicles. Moreover, Stena is entitled to refuse to collect more Products from the Customer.
- 4.5. Stena have the right at any time to refuse or interrupt an emptying visit/collection of Products if Stena deems that the Customer has failed to sort the Products correctly, or that the Products do not comply with the current rules for transport of waste, including hazardous goods and recyclable materials, or if the safety is not considered to be in order.
- 4.6. The Customer shall ensure that Products which are to be processed by Stena and/or its subcontractors are in accordance with what has been ordered and stated by the Customer.
- 4.7. Stena disclaim liability for any damage and wear on the Customer's own equipment which may be handled by Stena.
- 4.8. Current ordering times for collection of Products can be found on Stena's website.

5. Insurance and liability

- 5.1. Stena's liability for damages under these general terms and conditions, including personal injury or damage to property, shall in all cases be limited to DKK 1 million per incident.
- 5.2. Stena shall not in any case be liable for any operating losses, loss of charges, increased expenses, loss of profit or other indirect loss or consequential damage, as well as internal time consumption, unless Stena has acted intentionally or with gross negligence.
- 5.3. The Customer shall be obliged to submit any claims for damages to Stena no later than 10 working days after the Customer has become or should have become aware of the loss.
- 5.4. Stena will compensate lost keys provided for entrance gates, etc. Any re-adjustment of locking systems will not be compensated.

6. Prices and price adjustment

- 6.1. Lending or hiring out of Equipment as well as collection of Products and other services provided by Stena will be settled the Customer according to Stena's price lists applicable at any given time unless otherwise agreed in writing.
- 6.2. A fuel surcharge will be added to the invoice. This surcharge will constitute a percentage of the services involving consumption of diesel. The percentage will be adjusted according to the fuel price development.
- 6.3. Invoicing with document exchange to the Customer's own system incurs a convention fee.
- 6.4. Stena's prices apply to transport within normal business hours. Normal business hours are defined as weekdays from 06:00 to 16:00. A surcharge will be added for transport outside normal working hours.
- 6.5. The agreed prices for the services provided are typically adjusted once a year.
- 6.6. Stena are entitled to adjust the prices on an ongoing basis and without notice, for all services, surcharges, for the use of Equipment and collection of Products, including adjusting in case of changes in the cost of raw materials and supplies.
- 6.7. Invoice administration is imposed on the first sent monthly invoice.

7. Terms of payment

- 7.1. Payment shall be made no later than on the date specified as the final date of payment on the invoice.
- 7.2. The full invoice amount shall always be paid. The Customer shall thus not be entitled to set off the payment against any claims against Stena.
- 7.3. If payment is made after the due date, the Customer shall pay interest on the amount due, and Stena will also be entitled to charge reminder fees and compensation amounts. This shall take place in accordance with the relevant provisions of the Danish Interest Act.

8. Duration and transfer

- 8.1. Either Party can terminate the agreement with 3 months' written notice, however, not to expire until 12 months after the first delivery has been made.
- 8.2. The agreement may only be transferred from the Customer to a third party if such transfer is approved in writing by Stena.
- 8.3. The Customer is not entitled to reduce its inventory of Equipment or delivery of Products in relation to what has been agreed between the Parties in order to avoid its obligations during the trading period in accordance with Clause 8.1 hereof.

9. Termination

- 9.1. All Equipment shall be available for collection no later than on the last day of the trading relationship. Costs related to dismantling the Equipment and any restoring at the Customer's place are borne by the Customer.
- 9.2. The Customer shall pay the residual value of specially purchased Equipment at the time of termination.
- 9.3. In the event of the premature termination of the trading relationship, a penalty corresponding to Stena's average earnings over the past 12 months shall be paid. If the Customer's trading relationship with Stena at the time of being terminated has lasted less than 12 months, the penalty will be calculated on the expected earnings over the next 12 months.
- 9.4. Upon termination of the agreement, the Customer is obliged to pay for Stena's collection of the Equipment, including transport to Stena's address as well as washing and repair of any damage to the Equipment caused by the Customer, cf. 3.9.

10. Bankruptcy and restructuring proceedings

- 10.1. Stena is entitled to recover all Equipment without notice if the Customer becomes subject to bankruptcy or restructuring proceedings.

11. Breach

- 11.1. In the event of the Customer's breach of the agreement or these general terms and conditions, the Customer is liable to pay compensation to Stena calculated in accordance with Clauses 9.3 and 9.4 hereof.

12. Confidentiality

- 12.1. The Customer and Stena must keep agreements, quotations, prices and contractual terms confidential at all times.

13. Force majeure

- 13.1. The following events (force majeure) shall exempt Stena from liability if such events prevent the lawful delivery by Stena in accordance with the agreement with the Customer or make performance unreasonably onerous: energy shortage, natural disasters, general strike/blockade, labour disputes at Stena or/and Stena's suppliers, stop of supplies and any other event over which Stena or its suppliers have no control, such as e.g. fire, war, unusual weather and natural disasters, general shortage of goods, fuel restrictions and similar conditions, etc.
- 13.2. Stena shall notify the Customer in writing within reasonable time if events as described in Clause 13.1 hereof should occur.

14. Applicable law and venue

- 14.1. These general terms and conditions of trade are governed by Danish law.
- 14.2. Any dispute arising with respect to the Parties' agreement, that is governed by these general terms and conditions and cannot be solved in good faith must be brought before the District Court in Glostrup, Denmark.