GENERAL TERMS AND CONDITIONS

1. APPLICATION

1.1These general terms and conditions apply to Stena Recycling AB's ("Stena") Agreement with the customer ("Customer") unless Stena and the Customer have agreed otherwise in writing.

1,2 These general terms and conditions also apply in cases where the Customer or through third parties delivers waste to Stena at Stena's facilities or to the facility designated by Stena.

2. ALL TYPES OF WASTE

2.1 On the Customer's behalf and expense, Stena, or Stena's partner, removes the Customer's waste and ensures that it is properly processed. To the extent possible, Stena aims to reuse devices and components in accordance with Chap. 15, §10 of the Environmental Code, unless the Customer notifies otherwise in writing.

2.2 It is the Customer's responsibility that the waste delivered complies with the applicable legal requirements and the agreed specifications. For waste containing animal by-products, the Customer shall draw up and sign commercial documents.

2.3 If the deviations from that specified in the agreed specification or what is specified in 3.1 to 3.4 are of such a nature and degree that Stena's handling of the waste is significantly hampered or incurs additional costs, Stena has the right, after consulting with the Customer, at the Customer's expense and responsibility, to recycle or destruct the waste on the basis of the new conditions. If consultation cannot be awaited, the Customer shall be notified as soon as possible.

2.4 If waste does not comply with the provided specification, Stena reserves the right to reclassify the waste.

2.5 The Customer is responsible for ensuring that its handling of waste complies with applicable legislation and the Customer shall reimburse Stena for any additional costs incurred by Stena as a result of non-compliance with the legislation by the Customer.

2.6 Stena is responsible for the waste being delivered only at authorized facilities approved by the authorities and that all other handling takes place in full compliance with Swedish laws and regulations.

2.7 The Customer is responsible for waste risks until Stena has collected it or until the Customer delivers the waste at Stena's facility, it has been inspected by Stena or it being delivered/pumped in at the reception point designated by Stena.

2.8 The Customer is responsible for there always being proper access to the pick-up point.

3. FOR HAZARDOUS WASTE IN PARTICULAR

Customer's responsibility to provide information, etc.

3.1The Customer shall comply at all times with the laws and regulations applicable to hazardous waste, including the obligation to serve notice pursuant to Swedish waste management legislation and reporting to the Swedish Environmental Protection Agency's digital waste registry system.

3.2 Before hazardous waste is submitted to Stena, the Customer shall draw up and sign transport documents or provide other information or other corresponding information such as a goods information sheet, an oral declaration or other information necessary for Stena's assessment of risks and handling of the hazardous waste. If necessary, the agreed waste declaration shall be prepared on the form specified by Stena.

3.3 The Customer is responsible for the delivered hazardous waste having such chemical composition and physical properties as stated in the waste declaration, according to other corresponding information in accordance with 3.2 or otherwise in accordance with these general term and conditions.

3.4 If conditions specified in the waste declaration or otherwise referred to in paragraph 3.2 are changed or where other circumstances that may be of importance to Stena's handling and care of hazardous waste exist or arise, the Customer is obliged to immediately inform Stena. The Customer shall, at the request of Stena, submit analysis results or samples at hazardous waste prior to delivery so that Stena can assess the appropriate handling of the hazardous waste. For analysis, the conditions specified by Stena from case to case apply.

Deviations from information provided

3.5 If, as a result of such deviations pursuant to 3.1–3.3, Stena or staff or external parties incur direct or indirect damage or losses, such as costs of disruptions, interruption of operations, damages against third parties, costs of measures and other costs imposed upon Stena or an external party by a public body, the Customer shall provide compensation to Stena.

Delivery, transport and insurance when Customer delivers hazardous waste to Stena's facility

3.6 Delivery of hazardous waste to Stena's facility is subject to special agreement.

3.7 When the Customer delivers hazardous waste to Stena, the Customer is responsible for having liability insurance for the goods in question and, upon request from Stena, shall provide proof of such insurance coverage.

Packaging

3.8 Packaging used by the Customer for hazardous waste must be well sealed and, in all respects, comply with the applicable directives and regulations applicable to the hazardous waste in question and, where appropriate, according to the rules governing the transport of hazardous goods, and:

- be clearly labelled in a sustainable manner,
- not be filled to more than 90% if it contains hazardous waste designated as pumpable, and
- otherwise observe the contracted level of filling or other specific instructions.

Pumpable waste

3.9 Unless otherwise agreed, the Customer guarantees that pumpable waste upon delivery does not contain any species-foreign components beyond the delivery criteria to any extent. The waste must be pumpable under the weather and temperature conditions present at the pick-up point.

3.10 Pumpable hazardous waste must not contain materials that may complicate pumping. If such material is nevertheless found, the Customer shall reimburse Stena for all additional costs arising from this.

Sorting undertakings

3.11 Sorting undertakings are carried out by Stena retrieving hazardous waste in conjunction with sorting. In some cases, the hazardous waste may be left with the Customer to be picked up at a later date.

3.12 In the case of sorting undertakings performed by Stena, the Customer is absolved of liability under 2.3, 3.1–3.5 and 3.9-3.10.

Special instructions

3.13 For hazardous waste, the Customer must follow the specific instructions that Stena may indicate from one time to the other and of which the Customer has been informed of in writing or verbally.

4. CONFIDENTIALITY SERVICES

4.1. For Confidentiality services performed by Stena Recycling AB's ("Stena") sister company, Stena Confidential AB (SCAB) as subcontractor, SCAB´s General terms and conditions apply.

4.2. For Information-Bearing Waste handled by Stena Recycling the following conditions will apply.

4.3. For the purposes of this Agreement, "Information-Bearing Waste" means any servers, hard drives, storage devices, data carriers or other equipment, items or materials delivered by Customer to Stena, or collected by Stena from Customer, for destruction, recycling or other waste management under the Agreement that are capable of storing or retaining data, including any Confidential Information or personal data (as defined in applicable data protection legislation, including Regulation (EU) 2016/679 ("GDPR")), or where the physical form, design or configuration of the item itself constitutes or reveals Confidential Information (such as prototypes, components or product samples).

4.4. Customer represents and warrants that all Information-Bearing Waste delivered to, or collected by, Stena under the Agreement is, at the time of delivery or collection, free from any Confidential Information and personal data, or, alternatively, that Customer has taken all necessary, appropriate and industry-standard measures to permanently erase, destroy, anonymize or otherwise secure any such Confidential Information and personal data prior to delivery. Customer remains solely responsible for ensuring that no Confidential Information or personal data is recoverable from any Information-Bearing Waste.

4.5. Where any Information-Bearing Waste contains Confidential Information or personal data, Customer shall notify Stena in writing in advance of delivery or collection. Such notification shall specify the nature and categories of the Confidential Information or personal data concerned and any specific handling, security or destruction requirements applicable to such information, so as to enable Stena to assess and, where agreed, accommodate such requirements as part of the Services. Stena shall be under no obligation to apply any special handling measures unless and until they have been notified in writing and expressly agreed by Stena.

4.6. Stena shall have no liability whatsoever for any disclosure, loss, corruption, unauthorized access to, or improper handling of any Confidential Information or personal data contained in any Information-Bearing Waste, where Customer has failed to comply with its warranty under Section 4.4 and/or its duty to inform under Section 4.5. This limitation applies to the fullest extent permitted by applicable law and is

without prejudice to any other limitation or exclusion of liability set out in the Agreement.
4.7. Customer shall indemnify, defend and hold harmless Stena from and against any and all claims, demands, proceedings, fines, penalties, damages, liabilities, losses and costs suffered or incurred by Stena to the extent arising out of or in connection with Customer's failure to comply with its obligations under this Section 4.
4.8. The obligations and liabilities of Customer under this Section 4 shall survive the expiry or termination of the Agreement.

5.LEASING
5.1The leased objects provided by Stena, such as containers, remain the property of Stena and may not be moved or used by the Customer for any other purpose or waste other than that specified in the Agreement.
5.2 The Customer shall, at own expense, take the necessary steps to receive the leased object when it is placed at the Customer's disposal.
5.3 Upon termination of the Agreement, the leased object is collected by Stena and the Customer shall be charged a retrieval fee by Stena at the time of Agreement termination. Cleaning upon return, when appropriate, is paid for by the Customer.
5.4 The Customer may not, without Stena's written consent, lease the leased object to others, nor allow anyone other than those who have the requisite knowledge to use the leased object.
5.5 The Customer is obliged to properly care for and maintain the leased object so that there is no change or damage, which is not due to normal wear.
5.6 The Customer is liable regardless of the cause of damage inflicted upon the leased object. In case of repairable damage, the Customer reimburses the repair cost and all other costs incurred due to the damage. In case of loss of the leased object, Stena is entitled to charge the Customer at the replacement value.
5.7 Stena is entitled to carry out maintenance and repairs on the leased object for the Customer and to exchange it free of charge for another similar leased object.
5.8 Stena shall not be liable for damage to the leased object caused by Customer or third parties or persons employed by the Customer/third party, if the cause is not attributable to Stena's actions.
5.9 The Customer is responsible for the necessary permits for the leased equipment having been acquired.
Leased object faults
5.10 If faults arise with the leased object for reasons beyond the Customer's area of responsibility, the Customer shall immediately provide notification in the manner specified in paragraph 6.10. The Customer shall reimburse Stena for any damage caused by failure to provide such notification or if it is not promptly submitted.
5.11 Stena undertakes to repair the leased object within a reasonable time. In the case of faults which, in Stena's judgment, are not economically feasible to repair, Stena has the right to immediately terminate the leasing agreement.
Stena's right to terminate the leasing agreement
5.12 During the period of the lease, Stena may immediately terminate the leasing agreement and repossess the leased object at the Customer's expense at the time Stena determines, if the Customer has failed in payment of the leasing fee by more than 30 days. If the leasing agreement is terminated for such reason, Stena is entitled to compensation for any damage resulting from termination of the Agreement.

6.COMMON TERMS AND CONDITIONS
Tenders, prices, etc.
6.1 Stena is bound only by tenders/agreements and order confirmations. Any changes to Stena's tenders/agreements are valid only if confirmed in writing by Stena. Exchange rate changes and changes to customs duties, goods taxes and other taxes and charges, including changes to general advice and recommendations for the application of rules on customs duties, goods taxes and other taxes and charges, occurring after the tender was provided, and increased costs as a result of changing requirements in environmental legislation, Stena is entitled to increase the contractual price with immediate effect.
6.2 Prices and price adjustments per the Agreement. If no price adjustments are agreed, Stena may adjust prices monthly. All prices apply excluding VAT.
6.3 The retrieval date price applies in case of price adjustments unless otherwise agreed. If the Customer, or third party engaged by the Customer, delivers the waste to Stena at Stena's facilities or at the point of reception specified by Stena, the delivery date price applies in the event of price adjustments unless otherwise agreed.
Payment and delay interest
6.4 Unless specifically agreed, Stena will prepare monthly settlements of Stena's and the Customer's financial commitments to each other. Notification of the monthly reconciliation shall be provided to the Customer after which the Customer has 14 days to raise any objections regarding the settlement. If no objection is raised within this time, the Customer loses the right to object to the settlement not being correct.
6.5 If the monthly settlement shows that:
(a) Stena shall receive compensation from the Customer, Stena shall submit to the Customer an invoice to be paid no later than 30 days after the invoice date, or
b) The Customer has a credited amount with Stena, the amount shall be deposited in the Customer's designated bank account (bankgiro/plusgiro) within 30 days after the request has been submitted by the Customer.
6.6 Unless otherwise agreed in writing, delay interest shall be charged after the due date of the invoice at the applicable interest rate set by Riksbanken plus 8%.
Waiting times
6.7 Containers shall be available at the time of emptying and/or retrieval without waiting times. If the retrieval is delayed at the Customer site for reasons beyond Stena's control, Stena is entitled to charge for time waited.
Obstruction of pick-up
6.8 If the customer has ordered a pick-up and this cannot be carried out due to lack of Customer participation (such as, but not limited to, the absence of containers at the agreed location), Stena reserves the right to compensation at the standard rate for ordered service.
Information responsibility
6.9 For the accuracy of information relating to materials or information on the basis of an assessment of materials/waste, the party that provided them is responsible. Stena's approval does not absolve Customer of responsibility. Unless otherwise agreed, the Customer is required to provide the information or material samples necessary for Stena to assess the nature and condition of the materials/waste.
Complaints
6.10 If the Customer considers that in any respect Stena has not fulfilled its obligations, a written complaint shall be made to this effect within 14 days of Stena's performance. Upon leasing or purchasing, the Customer shall, upon delivery, carefully examine the object and make the requisite checks on object functionality. If no complaint is submitted in the manner specified, the right to submit a complaint is nullified. This applies to all Stena undertakings.
Insolvency
6.11 If the Customer has been declared bankrupt, initiated a business reconstruction procedure, canceled payments or, per Stena's determination, is insolvent so that the amount of payment cannot be paid to Stena, Stena may collect the leased object/equipment/packaging, terminate the supply of goods and otherwise terminate performance, until proper security is provided. If such security is not provided within a reasonable time after notification by Stena, Stena may cancel the Agreement in respect to the unpaid portion. Even if the Customer is not insolvent but their ability to pay has significantly deteriorated, for example, if the Customer cannot be credit insured, Stena may change the payment terms.
Substantial breach of agreement
6.12 A Party has the right to terminate the Agreement with immediate effect if a substantial breach of agreement is not rectified within 20 days of notification of the breach of agreement by the opposite party.
Force majeure
6.13 The Parties shall be free of any responsibility if the fulfilment of the agreement is made difficult or delayed as a result of circumstances beyond their control, such as conflict, war or military summons, uprisings or riots, industrial conflict, fire, extreme natural events and natural disasters; prohibition of disposal, requisition, seizure, export and import ban, trade and currency restrictions, scarcity of means of transport, general scarcity of goods or pandemic causing operational disruptions at Stena, its suppliers/waste receivers or in communication systems.
Changed conditions
6.14 If a basic condition of the Agreement lapses or substantially changes (e.g., extraordinary cost increases), the Parties shall in good faith negotiate with the intention of reaching an agreement to adjust the Agreement in order to maintain the balance between the Parties' respective interests. Where such an adjustment to the Agreement cannot be achieved without being unduly onerous, the Parties shall reach an agreement on the termination of the Agreement. Stena shall have the right to terminate the agreement if the ownership or management of the Customer changes in a manner such that it would be unreasonable for Stena to remain bound by the Agreement.

6.15 When the Parties fail to reach an agreement within a reasonable period, the matter shall be decided by arbitration pursuant to paragraphs 6.21–24.

Limitation of liability

6.16 The Parties shall not be responsible for any loss of production, loss of data, loss of business or profit, loss of goodwill or any indirect or consequent damages.

6.17 The above limitations shall not apply in the event of (i) a loss caused by either of the Parties' gross negligence or intentional infringement or (ii) compensation under 3.5.

Transfer

6.18 The Parties may not transfer their rights and obligations to others. However, Stena may transfer the Agreement including rights and obligations to another company within the Stena Metal Group. Likewise, Stena may always transfer outstanding claims against the Customer to third parties.

Confidentiality

6.19 The Parties undertake to observe confidentiality and thus not to outsiders, during the term of the Agreement and for a period of three years thereafter, enable unauthorized disclosure of information relating to the activities of the opposite Party which may be regarded as commercial or trade secrets. Information that a party has specified as confidential shall always be considered as business and trade secrets. The Parties undertake to utilize such commercial or trade secrets only to the extent necessary to fulfil the Agreement

6.20 The confidentiality undertaking under the preceding subparagraph does not apply to (i) any information that a Party may show has become known to the Party in any way other than through or in connection with the performance of the undertaking; (ii) information that is generally known or becomes public knowledge without breach of the confidentiality undertaking in the Agreement or (iii) information that a Party is required by law to disclose.

Dispute resolution

6.21 Disputes arising out of this Agreement shall reach final settlement by arbitration administered by the Stockholm Chamber of Commerce's Arbitration Institute (SCC).

6.22 The Rules for Simplified Arbitration shall apply unless SCC determines, taking into account the severity of the case, the value of the object of dispute and other circumstances, that these arbitration rules shall not apply. In the latter case, the SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators.

6.23 The seat of arbitration shall be Gothenburg and the language of the procedure Swedish.

6.24 Swedish law shall apply to the dispute.

Sustainability

6.25 For Stena, sustainability in all its aspects is a fundamental prerequisite for the business. The Customer undertakes to comply with Stena's Code of Conduct for Business Partners as amended from time to time. Alternatively, if the Customer has its own policies based on the same principles as Stena's, the Customer undertakes to comply with those policies. Any breach of these policies shall constitute a material breach of contract.