

1. Background and Parties

Kuusakoski Sverige AB ('Kuusakoski') is an international company providing recycling services. These general terms and conditions apply to the services that Kuusakoski supplies to the customer (the 'Customer') as outlined in the agreement form (the 'Main agreement') to which these general terms and conditions have been appended. The present Agreement comes into force as a result of the Customer and Kuusakoski signing the Main agreement. The Agreement consists of the Main agreement (Main agreement), and these general terms and conditions and other appendices stated in the Main agreement.

2. The Agreement, etc.

During the Agreement term, Kuusakoski shall collect and process the recycling material (the 'Material') and performed the services outlined in the Main agreement. This constitutes the 'Assignment'. Kuusakoski shall perform the Assignment in accordance with the stipulations of the Main agreement and the associated appendices. Kuusakoski shall be responsible for management, detail planning and execution of the Assignment, as well as for ensuring that the Assignment is performed in an otherwise professional manner.

3. Subcontractors

Kuusakoski shall have the right to freely appoint and contract subcontractors. Kuusakoski is responsible for the work of subcontractors.

4. Material quality, etc.

It is the Customer's responsibility to ensure that the Material is of the quality stated in the Agreement. Scrap metal Material quality is classified in accordance with the classification specifications of the Swedish Scrappage Book. Other Materials are defined based on separate specifications as stated in the Main agreement. On delivery, the Material should be free from foreign objects as per the definition contained in the Swedish Scrappage Book.

5. Transfer of ownership and risk

The risk pertaining to the Material and ownership of the same is transferred once the Material is handed over to Kuusakoski as per the Agreement between the Parties. The handover is considered to have taken place once Kuusakoski has taken possession of the Material in the location agreed by the Parties.

This could be the Customer's premises (so called Collection purchase), Kuusakoski's premises (so called Transport purchase) or another agreed location.

6. Sorting

The Customer shall sort the Material into containers and vessels designated for various types of materials and otherwise in accordance with the sorting instructions supplied by Kuusakoski from time to time. The Customer confirms having received and read Kuusakoski's current sorting instructions.

7. Prices

Compensation shall be paid for the Assignment in the amount stated in the Main agreement. Kuusakoski reserves the right to adjust the price for the Assignment based on Kuusakoski's standard price list applicable at any one time. In addition, if the Customer fails to comply with Kuusakoski's sorting instructions, Material may be classed incorrectly based on the Main agreement, resulting in a price for other categories being applicable to the Assignment. In this event, the Customer shall be responsible for Kuusakoski's increased sorting costs, receipt expenses and other increased expenses. Furthermore, the price may change as a result of cost increases that are outside of Kuusakoski's control including, but not limited to, price reductions by Kuusakoski's final Material recipients. If tax obligations, tax increases or other fees were to be imposed on Kuusakoski by the authorities in connection with the Assignment, Kuusakoski shall be entitled to charge this to the Customer. Statutory value added tax will be added to all prices listed in the Agreement.

8. Payment terms

Invoices are issued monthly. Payment term 30 days net.

9. The Customer's responsibilities toward load carriers

Unless otherwise agreed, it is the Customer's responsibility to pay for the positioning of load carriers in public places or other locations where permits are required. If the authorities or the Customer order the load carrier to be removed or moved outside the time frame where this could reasonable have been expected (excluding normal working hours, e.g. during the night, at weekends or public holidays), the Customer shall be responsible for the cost of such removal/moves and/or repositioning of load carriers, unless otherwise agreed.

The Customer shall be responsible for any damage to load carriers, beyond what would be considered to constitute normal wear and tear, caused by carelessness on their part or on the part of something for which they are responsible. If the Customer moves a load carrier, they automatically assume responsibility for any damage and access on collection.

All load carriers and other objects supplied by Kuusakoski are and shall remain the property of Kuusakoski unless otherwise agreed. It is the responsibility of the Customer to care for the property above and handle the same pursuant to Kuusakoski's instructions.

10. Other customer obligations

Load carriers should be loaded in such a way that load balance is achieved. Load carriers must not be loaded beyond the upper edge or beyond Kuusakoski's special instructions. The Customer is responsible for ensuring clearance around the load carrier so that collection can take place without obstructions. The Customer is responsible for ensuring that the weight of loaded load carriers does not exceed Kuusakoski's weight limits based on the stipulations concerning max. loads and gross weight. Further to this, the Customer is responsible for ensuring that information supplied relating to the shipment's contents, characteristics and weight are accurate to the extent that these have an effect on price calculations or Kuusakoski's obligations toward third parties, or Kuusakoski's obligations pursuant to applicable legislation, e.g. environmental legislation or overload legislation. If the information is found to deviate from reality, Kuusakoski shall be entitled to compensation for any costs incurred as a result.

The transport path leading to the designated container storage site shall be unobstructed at the time of loading and unloading. If the site is obstructed at the time of collection or delivery and this results in delays, special charges shall apply based on the applicable hourly rate or a reasonable normative rate. Charges shall apply for each 15 minute period commenced.

11. Errors in connection with Material deliveries

The customer is responsible for ensuring that the analysis of the Material is correct. If the Material deviates from what has been agreed with regard to analysis, cleaning, processing, sorting or loading, including any deviations from the contents of the Swedish Scrappage Book, the stipulations of the Swedish Scrappage Book shall apply.

In the event that materials other than the Material ('Incorrect Material') is found in the Material, or is otherwise left for collection, Kuusakoski's shall be entitled to take any or several of the following measures:

- The Customer will be charged a penalty fee based on Kuusakoski's charges for Incorrect Material with regard to sorting, remediation, transport, etc. applicable at any one time.
- Kuusakoski leaves/returns Incorrect Material to the Customer.

Kuusakoski reserves the right to terminate the Agreement in the event of repeated deliveries containing Incorrect Material. Repeated deliveries containing Incorrect Material shall be considered a material breach of the Agreement pursuant to section 14.

12. Liability

Kuusakoski shall only be liable for damage occurring as a result of agreement breaches resulting from.

Negligence on the part of Kuusakoski that is notified no later than six (6) month following the breach in question. Kuusakoski's total liability shall never exceed an amount corresponding to ten (10) basic amounts pursuant to the Swedish Public Insurance Act (1962:381). This limitation of liability shall not apply in cases of intent or gross negligence. The Customer is liable for any damage caused by the Customer, including any damage to Kuusakoski's equipment.

13. Force Majeure

Parties shall be released from liability for any failure to comply with certain Agreement obligations if such a failure is based on circumstances of the nature described below ('Force Majeure Circumstances') and if such circumstances prevent or significantly complicate the timely compliance therewith. Force Majeure circumstances include, for example, action or failure to act on the part of authorities, new or changed legislation, work stoppages or blockades affecting either party or their subcontractors, illness or other obstacle to work, deaths, fires, flooding, severe weather conditions, significant loss or destruction of data or other events that are beyond the parties' control, e.g. war, rioting, fires, explosion risks or authority intervention resulting in the parties being unable to fulfil their obligations under the Agreement, or unable to do so without incurring extraordinarily high costs. If the conditions for the Agreement change over the course of the Agreement term, Kuusakoski shall have the right to request renegotiation of the Agreement. Changed circumstances shall be interpreted to mean new regulations and legislation. The Parties shall have the right to request renegotiation of prices in the event of significantly changed market conditions.

14. Agreement term

The Agreement shall remain in force for the period stated in the Main agreement. The Agreement will automatically be extended by one (1) year on each occasion, unless it notice of termination is given in writing by either of the Parties. During the initial Agreement term, notice of termination must be given at least three (3) months before the expiry of the Agreement term. Once the agreement has been extended, notice of termination must be given at least one (1) month before the end of the current agreement year.

15. Premature termination

Either Party shall have the right to terminate the Agreement with immediate effect in the event of a:

- party being guilty of a material breach of the stipulations of the present Agreement and failing to take remedial action within ten (10) days of being requested to do so in writing, or
- party becomes insolvent, enters into composition or liquidation proceedings, stops or could reasonably be expected to stop payment.

Notice of termination of the Agreement must be given in writing in order to be valid.

16. Changes to the Agreement, etc.

Changes and/or additions to the Agreement must be made in writing and signed by the Parties. The Customer may not transfer its rights or obligations under the Agreement to another party without the written approval of Kuusakoski. Kuusakoski shall be entitled to transfer its rights and obligations to another company forming part of the same Group as Kuusakoski.

17. Disputes and choice of law

Any disputes relating to the Agreement that the Parties cannot resolve amicably shall be finally settled by the Swedish courts with Stockholm Administrative Court of Appeal acting as the court of first instance. Swedish law shall apply to the Agreement.