

# General terms and conditions

## 1. Application

- 1.1 These General terms and conditions apply to all business relations with Marius Pedersen A/S if not expressly derogated from by written agreement between the parties.
- 1.2 Marius Pedersen A/S may change the General terms and conditions. The applicable General terms and conditions is available at Marius Pedersen A/S' website.

## 2. Transport and collection services

- 2.1 Marius Pedersen A/S performs transport and collection services on fixed days in predefined intervals or according to specific orders placed by the customer. Collection will be executed the next time the vehicle is in the district. In districts served by Marius Pedersen A/S on a daily basis, collection will be executed within approximately 24 hours of receipt of the order. In case of special transport/collection services, e.g. of hazardous waste, Marius Pedersen A/S reserves the right to execute the service within 10 weekdays of receipt of the order.
- 2.2 The customer must keep all access roads to the containers clear of parked and placed objects and must keep access roads clear of snow etc. If access conditions or the weight of containers make it impossible for Marius Pedersen A/S to collect waste by normal means, Marius Pedersen A/S reserves the right to invoice the customer for extra costs related to special precautions in connection with the waste collection service.
- 2.3 Marius Pedersen A/S must have unrestricted access to the containers. To ensure this, the customer must hand out keys and/or access passwords to gates etc. prior to commencement of the agreement.

## 3. Prices and payment

- 3.1 Marius Pedersen A/S' prices are based on transport and collection services within normal business hours. Transport and collection services requested on Saturdays/ Sundays, public holidays or weekdays outside normal business hours will be subject to a surcharge.
- 3.2 If Marius Pedersen A/S' payroll costs change or other costs increase as a result of legislation or collective agreements with trade organisations, Marius Pedersen A/S' prices will be adjusted by the percentage by which Marius Pedersen A/S' costs have changed due to such legislation, collective agreements or other cost increases. The total waste disposal costs incurred in connection with the management of waste/recyclable materials will also be adjusted in the event of changes to Marius Pedersen A/S' costs related to waste disposal, landfill and incineration waste taxes, adjustment in market trade values etc. Marius Pedersen A/S reserves the right to implement general price increases, including price alterations resulting from stricter environmental and safety requirements. Collection and transport service rates and other charges and surcharges are subject to adjustment once annually in the month of April.
- 3.3 If the approved/registered waste management facility is altered as compared with what is stated in the agreement, the hourly/waste collection/transport rates will be increased/reduced corresponding to the change in transport time.
- 3.4 The customer's payment is to be effected against Marius Pedersen A/S' invoice. Invoices are payable within 20 days of the invoice date. In case of late payment, default interest will be charged in accordance with the Danish Interest Act. Late payment will be subject to 1.5% interest per month. A reminder fee will be charged in connection with the forwarding of reminders.
- 3.5 Administration fees as well as waste reporting charges will be added on each invoice.
- 3.6 Once a month, a fuel supplement will be added on the invoice. This supplement represents a total percentage addition for the sum of charges related to collection/ transport and other services subject to fuel consumption. The percentage addition will be adjusted in accordance with fuel price developments.
- 3.7 Payment for any transport or collection in addition to what has been agreed will be subject to separate price calculation.
- 3.8 Unless otherwise agreed, specified prices including costs related to waste disposal are based on the following weight assumption for waste for incineration: Weight of unit volume up to 85 kg/m<sup>3</sup>. If the weight assumption is exceeded, a surcharge for excess weight will be invoiced. Costs incurred in connection with outlays for waste disposal will be charged the invoice.
- 3.9 Any costs and charges incurred due to mandatory rules for setting up road signs and paying road area tax in connection with the temporary setting up of containers e.g. at construction sites, will be added to the invoice.

## 4. Rent of equipment

- 4.1 Marius Pedersen A/S retains full ownership of all equipment that is made available to the customer. Equipment may only be used for the agreed and implied purpose and may only be collected or emptied by Marius Pedersen A/S or a partner appointed by Marius Pedersen A/S. At the end of the lease term, the equipment will remain Marius Pedersen A/S' property.
- 4.2 The lessee has an obligation to maintain the rented equipment in good and working condition. On termination of the agreement, the rented equipment will be picked up and cleaned at current prices. The equipment must be maintained without any deterioration other than what is to be expected from normal wear and tear. The lessee is liable for any damage to the rented equipment and its base-layer, unless the damage is attributable to the lessor.
- 4.3 The lessee has an obligation to keep the rented equipment comprehensively insured against vandalism, fire and theft during the lease term for its own account. The lessee undertakes to ensure that the leased equipment is not installed in such a way that it becomes comprised by mortgages on the relevant building or property. The lessee is liable for any damage to the leased equipment. The lessee is responsible for ensuring that the leased equipment is at any time correctly and lawfully positioned, that the leased equipment is marked according to regulations, and the lessee is moreover obliged to check this on an ongoing basis during the lease term and ensure that the leased equipment cannot cause any damage or injury. Accordingly, Marius Pedersen A/S cannot be held responsible for any damage or injury caused by the leased equipment to persons, goods, real estate or the like occurring while the leased equipment is in the lessee's possession. To the extent that any liability, including product liability vis-à-vis third parties, is imposed on Marius Pedersen A/S, the customer must indemnify Marius Pedersen A/S to the same extent. The customer furthermore has an obligation to reimburse any and all costs incurred by Marius Pedersen A/S to conduct a lawsuit, if any, regarding the issue.

- 4.4 Lease rates are subject to indexation once annually in the month of April.
- 4.5 Marius Pedersen A/S is entitled, for the account of the lessee, to repossess the leased equipment in the event of breach of the lessee's obligations. This also applies if the lessee's estate is subject to insolvency proceedings, or if the lessee's financial position is generally deemed to be such that there is a significant risk of breach of the lessee's obligations towards Marius Pedersen A/S.

- 4.6 On commencement/termination of the lease, the leased equipment will be delivered/picked up by Marius Pedersen A/S for the lessee's account in accordance with the transport rates applicable to delivery/repossession.

## 5. Waste dimensions and type

- 5.1 The customer is responsible for the composition of the waste and for ensuring that the waste and the recyclable materials collected by Marius Pedersen A/S have been sorted in accordance with the requirements for material types and dimensions determined by Marius Pedersen A/S, the approved/registered waste management facility and the home municipality's regulations. If the waste/recyclable materials are rejected by the waste management facility, Marius Pedersen A/S reserves the right to return the waste/recyclable materials to the customer. If the rejection is due to matters for which the customer is responsible, including non-conforming sorting/declaration, the customer must pay any costs and charges etc. associated with the return and handling.
- 5.2 The waste is processed at approved waste management/recycling facilities in Denmark and abroad in accordance with the provisions of the EU Waste Shipments Regulation and in compliance with the legislation and rules established pursuant to the Danish Environmental Protection Act. Marius Pedersen A/S has been approved and registered as a collector with pre-processing, broker/dealer and carrier, and submits the mandatory reports to the waste data system on behalf of the waste producer. For additional information, go to [www.mst.dk](http://www.mst.dk).
- 5.3 The customer declares to have familiarised itself with and to comply with the legislation and rules established pursuant to the Danish Environmental Protection Act applicable to waste management and sorting.
- 5.4 Waste/recyclable materials which may cause damage to the surrounding environment during transport, by disposal, incineration or further processing, or which is generally not in accordance with the requirements of the approved/registered waste management facility, may not be placed in the containers. All costs incurred as a result of the above-mentioned circumstances are payable by the customer. Liquid waste which may cause damage to the surrounding environment during transport, or which is generally not in accordance with the requirements of the waste management facility, must be declared according to applicable legislation. All costs incurred as a result of the above-mentioned circumstances are payable by the customer.
- 5.5 Marius Pedersen A/S is ISCC-certified in the area of organic waste. In the light hereof customers, delivering food waste to Marius Pedersen A/S, can be selected for participating in an external audit.

## 6. Liability

- 6.1 Marius Pedersen A/S is responsible for complying with public-laws and rules regarding the transport and management of waste/recyclable materials. However, this only applies if the waste/recyclable materials have not been wrongly declared by the customer.
- 6.2 Marius Pedersen A/S' liability in damages, including any product liability, for property damage or damage to real estate and reusable materials is limited to DKK 1 million per claim (including a series of claims). Marius Pedersen A/S disclaims any liability for business interruption or other consequential losses arising as a result of acts or omissions constituting grounds for legal action.
- 6.3 Marius Pedersen A/S will reimburse any costs associated with loss of keys provided to gates etc., whereas costs related to the rekeying and recoding of locking systems will not be reimbursed.
- 6.4 Marius Pedersen A/S is under no circumstances liable for business interruption, loss of profit, loss of time or any other consequential economic loss. The above limitations of Marius Pedersen A/S' liability will not apply if Marius Pedersen A/S has acted grossly negligently. To the extent that any product liability vis-à-vis third parties is imposed on Marius Pedersen A/S, the customer has an obligation to indemnify Marius Pedersen A/S to the same extent as Marius Pedersen A/S' liability is limited as set out above. The customer must accept that proceedings must be instituted before the same court as the one hearing the product liability claim against Marius Pedersen A/S.
- 6.5 Marius Pedersen A/S is member of The Confederation of Danish Industry (DI), ARI and DAKOFA.

## 7. Force majeure

- 7.1 If, due to war or other disturbances, fire, supply difficulties, labour conflicts involving Marius Pedersen A/S or Marius Pedersen A/S' suppliers, climatic difficulties and matters generally falling within the scope of force majeure, Marius Pedersen A/S is prevented from performing the agreed obligations, such circumstances will exempt Marius Pedersen A/S from liability in damages towards the customer.

## 8. Termination

- 8.1 The agreement may be terminated by either party at three months' notice to the date of commencement of the agreement, it being noted that the agreement is non-terminable during the first year after commencement.

## 9. Complaints

- 9.1 Any complaint must be specified and submitted in writing for receipt by Marius Pedersen A/S no later than eight days after handing over of leased equipment or performance of any collection/pick-up services.

## 10. Disputes

- 10.1 Any disagreement between the parties in connection with the agreement and related matters must be decided according to Danish law.
- 10.2 Disputes must be settled exclusively at the Court in Odense as venue.