




Responsible Recycling
since 1907 

KAABS NORDIC AB'S GENERAL TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES

1. GENERAL

1.1 In these general terms and conditions for purchase of products and services, (the "Terms"), the "Company" means Kaabs Nordic AB, company reg. no. 556099-3221. The Company engages in the purchase, receipt, transportation and sale of by-products and waste material from manufacturing, such as steel, iron, scrap metal and precious metals (not hazardous waste). All products subject to these Terms are in the following collectively referred to as the "Products".

1.2 These Terms shall apply to the Company's agreements with suppliers (the "Supplier") unless the Company and the Supplier have expressly agreed otherwise in writing stating the part of these Terms that shall not apply.

1.3 These Terms shall apply to all of the Company's purchase of services and Products and shall form an integral part of the agreement entered into by the Company and the Supplier (the "Agreement"). The Agreement consists, *mutatis mutandis*, of (i) a written agreement, (ii) the Company's self billing invoice, (iii) these Terms and (iv) the Supplier's order confirmation. In the event of any conflict between the documents stated above, these Terms shall take precedence and thereafter the documents in the order listed above.

1.4 Deviations from the Agreement and/or these Terms shall be made in writing and signed by the Company's and the Supplier's respective CEO in order to be valid. Any general terms and conditions of the Supplier shall only apply if they have been accepted by the Company in writing with express reference to such general terms and conditions.

2. ORDER AND OFFER

The Company is bound by an order only when it has been confirmed in writing by the Company. The Supplier does not have the right to cancel an order that has been placed.

3. PRICES AND TERMS OF PAYMENT

3.1 The price of services and Products are stated in the self-billing invoice issued by the Company. The Company reserves the right to change typing errors or errors in calculations at any time. VAT is imposed in accordance with SKV 564 edition 1.

3.2 In the event that Products which the Company receives or collects, in their character, packaging, etc., differ from documentation, information, analysis, samples, etc., provided by the Supplier, or special provisions issued by the Company, or are in violation of the parties' Agreement, the Company has the right to charge afterwards all accrued additional charges and costs, or if the Company chooses, to return the relevant Products to the Supplier at the Supplier's expense. The Company also has the right to charge the Supplier additional costs or charges incurred, such as, but not limited to, reception costs, taxes, delay charges, urban road tolls, ferry-, bridge- or other fees.

3.3 If new laws, regulations or other decisions by authorities that enter into force during the term of the Agreement extend the nature or extent of the Company's commitment, the manner in which it is executed or entails additional fees or taxes attributable to a Product, the Company has the right to immediately adjust the price from the date when such legislation or decision became effective.

3.4 Payment is made in accordance with the Company's self-billing invoice. Such invoice will be issued during the second week after each delivery month with payment terms free delivery month plus 30 days net.

3.5 Payment for delivery received by the Company shall be made to the Supplier's bank account. Cash payment is not accepted. All payments from the Company to the Supplier shall be made in accordance with Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC.

3.6 Unless otherwise specifically agreed, the Company's information on the weight and quality of the Products shall form the basis for price calculation.

4. DOCUMENTATION AND INFORMATION OBLIGATION

4.1 Products handled by the Company shall be preceded by the required documentation or information from the Supplier in accordance with the Company's written instructions. If the Supplier's materials consist of different types of material, documentation must be provided for each individual material. If the conditions stated in the provided documentation or information is changed, the Supplier shall immediately notify the Company thereof. The Company may, if necessary, demand new or additional information or documentation from the Supplier. In such case, the Supplier shall provide such information or documentation without delay.

4.2 All materials handled by the Company shall comply with the documentation and information provided by the Supplier.

4.3 The supplier is obliged to immediately, and without undue delay, inform the Company of changed regulatory requirements for delivered Products.

5. MATERIAL PROVIDED BY THE COMPANY

Material or equipment provided by the Company, of whatever kind it may be, remains the Company's property and may not be moved or used by the Supplier for any purpose other than specified in the Agreement. The Company has the right to carry out maintenance and repairs on the property belonging to the Company at the Supplier's premises. The Supplier is obliged to maintain the Company's property and in the event of damage, to report this to the Company immediately. The Supplier is liable for damage to the Company's property attributable to Supplier's negligence or improper handling. The Supplier undertakes to pay for and remedy such damage in accordance with the Company's instructions.

6. DELIVERY, TRANSPORTATION AND UNLOADING

6.1 In connection with the delivery of Products, the Supplier shall be registered with the Company and state the information requested by the Company.

6.2 Agreed delivery dates are binding. If the Supplier finds that it will not be able to deliver the Products in due time, the Supplier shall notify the Company thereof, stating the reason for this and the time when delivery can be expected.

6.3 When the Company transports Products from the Supplier, the risk of the Products are transferred to the Company when the Products are loaded on the Company's vehicles or on vehicles belonging to the Company's hired carrier. This applies regardless of what appears from the latest version of "INCOTERMS".

6.4 The Supplier undertakes to ensure that Products are packaged in appropriate packaging that provides acceptable protection against transport damage and interference. Transportation of Products shall at all times be performed in accordance with the best practice for this purpose.

6.5 The Supplier shall ensure that the premises and areas in which the Company is to perform its work with the Supplier are appropriate and constitute a safe workplace environment. The Supplier is responsible for coordinating the work environment at the workplace. The Supplier is responsible for ensuring that there is always a safe road to and from the Supplier's pick-up point and for keeping approach and exit ways free from snow and ice.

6.6 In the event that there is any foreign material in a Product, the Company is entitled to charge additional surcharge.

6.7 Packaging and packaging material intended for Products will not be refunded or returned.

6.8 Terms of delivery shall be interpreted in accordance with the latest version of "INCOTERMS".

7. DELAY IN DELIVERY

7.1 If the delivery of Products is delayed and this is due to reasons attributable to the Supplier, the Company is entitled to liquidated damages. The liquidated damages shall be payable at a rate of 0,5 percent of the agreed price for each commenced week of delay. The liquidated damages shall not exceed 7,5 per cent of the basis of calculation.

7.2 If the Supplier's delay is such that the Company has become entitled to maximum liquidated damages under 7.1 above, the Company may terminate the agreement by written notice.

8. WARRANTY, APPROVAL OF GOODS AND DEFECT REPORT

8.1 The Supplier warrants that the Product has the characteristics stated in the contract. The Products shall not have properties that entail it being classified as hazardous waste in accordance with applicable legislation.

8.2 Each delivery must be free from all parts that are harmful to melting. This also includes the condition that the Products have been inspected for explosive materials and hollow bodies. The Supplier has unlimited responsibility for any damage caused by the delivery of such Products.

8.3 All Products must be free from ionizing radiation that exceeds the Product's natural self-radiation. Ionizing radiation of a Product that exceeds the natural self-radiation of the Product, exists if the Company's measuring device, shows a value that exceeds the ambient surface radiation at the time of the acquisition control measurement. This is documented in a measurement report after further control measurements. If such ionizing radiation of the Products is established,

the Company shall be entitled to refuse approval of the cargo in the transport unit for which a complaint was made and inform the competent authority and the Supplier. To the extent that the authority does not order any other action, the Supplier shall collect the goods within two (2) working days after notification of the rejection. If the Supplier fails to do so within this time limit, the Company is entitled to arrange for return transportation or disposal. All costs associated with refusal and return transportation and disposal shall be borne by the Supplier. The supplier shall also bear any costs that arise if the authorities order specific measures (e.g. separation and inspection of all parts of a cargo recognized as contaminated, temporary storage at the site, removal with special safety measures, disposal).

8.4 All Products must comply with the document "Radiation Protection 89" issued by the European Commission.

8.5 If a Product contains foreign material, the Company is entitled to charge an additional surcharge.

8.6 All Products must comply with applicable legislation.

9. RIGHT TO REFUSE WASTE DISPOSAL

The Company has the right to refuse to receive a Product or has the right to return or destroy a Product at the Supplier's expense if such Product deviates from the Agreement or the parties' agreement, if the Supplier has violated any provision of the Agreement, or if the Supplier has violated applicable laws or instructions from the Company.

10. DAMAGES

The Supplier shall reimburse the Company for all costs and all damages arising from the Supplier delivering waste to the Company in violation of the Agreement, or if the Supplier has violated any other obligation or other provision of the Agreement. Furthermore, the Supplier shall indemnify the Company for costs and damages that the Company is obliged to pay to any third party due to such circumstances.

11. LIMITATION OF LIABILITY

11.1 In the event of a party's breach of contract, the other party is entitled to compensation for damages attributable to such breach of contract. However, the Company's liability under the Agreement is limited to direct damages and to a maximum amount of SEK five (5) million per damage and a total of SEK ten (10) million per twelve-month period. The Company is not liable for indirect losses or consequential damages such as loss of profit or loss of production.

11.2 The Company's liability for flaws, defects, delays and other breaches of contract is limited to what is expressly stated in these Terms. The Supplier is not entitled to impose any penalties other than those stated in these Terms.

12. RIGHT OF OWNERSHIP

Right of ownership of Products collected by the Company will be transferred to the Company after completion of loading on the Company's vehicles or from vehicles belonging to the Company's hired carrier. Right of ownership of Products delivered by the Supplier to the Company will be transferred to the Company after completion of unloading from the Supplier's vehicle or from vehicles belonging to the Supplier's hired carrier.

13. TERM OF AGREEMENT AND TERMINATION

13.1 The term of the agreement is stated in the individual Agreement signed by the parties.

13.2 A party has the right to terminate the Agreement with immediate effect if the other party has committed a material breach of contract and has not taken remedial action within thirty (30) days after written notice. Termination of the Agreement under this section shall be made in writing.

14. FORCE MAJEURE

If a party's performance of its obligations under the Agreement is substantially impaired or prevented due to a circumstance over which the party had no control and the consequences of which the party could not reasonably have avoided or overcome, such as general labor conflict, war, fire, lightning, terrorist attack, natural disaster, energy constraints, altered government regulation, intervention by an authority and errors or delays in subcontractor services due to circumstances specified herein, this shall constitute grounds for exemption which results in exemption from damage and other sanctions. A party wishing to claim an exemption pursuant to this section shall without undue delay inform the other party of this in writing.

15. CONFIDENTIALITY

The Company and the Supplier undertake not to disclose to any third party information and knowledge of the other party which it has become aware of as a result of the cooperation during and performance of the Agreement and which previously was not available to a party or is or becomes generally known other than by violation of this provision.

16. ASSIGNMENT

A party is not entitled to transfer all or part of its rights and obligations without the written consent of the other Party. However, the Company has the right to transfer the Agreement, including rights and obligations to other companies within the same group or to an agent appointed by the Company. The Company also has the right to transfer outstanding claims against the Supplier to third parties.

17. SOCIAL SUSTAINABILITY

The Company prioritizes responsibility and sustainability, and adheres to international guidelines defined in the Ten Principles of the UN Global Compact, the Children's Rights and Business Principles, the OECD Guidelines for Multinational Enterprises and The UN Guiding Principles on Business and Human Rights.

The Company condemns all forms of corruption and fraud and require openness, integrity and honesty in all areas of its business operations in all countries. The Company also condemns child labor, forced labor and working conditions that may be perceived as harmful, undue or outright dangerous. The Supplier undertakes to act in accordance with the guidelines and acts listed above.

18. DISPUTES AND APPLICABLE LAW

Any dispute arising from this Agreement shall, if requested by the Company, be finally settled by arbitration by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. The seat of arbitration shall be Malmö. The Agreement shall be interpreted and applied in accordance with Swedish law.