

**1. GENERAL TERMS AND CONDITIONS**

- 1.1. These Terms and Conditions apply to any and all agreements which HJHansen Genvindingsindustri A/S (hereinafter "HJHansen") concludes with the Supplier concerning the purchase of scrap iron and metal and other material for recycling (hereinafter "the Goods"), and any and all matters which may arise in connection to such, regardless of any contradictory or deviating provisions in the order or letter of acceptance issued by the Supplier.
- 1.2. If an on-going agreement concerning the receipt/supply of the Goods is concluded between HJHansen and the Supplier, these Terms and Conditions shall apply to the extent that the agreement concerning receipt/supply of the goods does not regulate a matter. In the event of inconsistencies between an agreement concerning receipt/supply of the Goods and these Terms and Conditions, the conditions of the agreement concerning receipt/supply of the Goods shall take precedence.

**2. THE GOODS**

- 2.1. The Supplier shall separate out the Goods before delivery and, unless otherwise agreed, the Supplier shall be paid in accordance with HJHansen's specifications at time of delivery.
- 2.2. The Supplier's separation of the Goods must be approved by HJHansen's site controller before weighing can be concluded.
- 2.3. HJHansen reserves the right to complain of inconsistencies between the Goods of the Supplier and the agreement concluded between HJHansen and the Supplier, even if the Supplier's separation has been approved by HJHansen's site controller, and the Goods have been weighed in.
- 2.4. If the Goods of the Supplier contain materials which are not covered by HJHansen's and the Supplier's agreement, HJHansen shall be entitled to invoice the Supplier for the fees incurred by HJHansen for the handling and potentially disposal of any part of the Goods which is not compliant with the agreement concluded.
- 2.5. The Supplier guarantees that the Goods do not contain:
  - a. radioactive materials;
  - b. asbestos and asbestos-containing materials;
  - c. drums, containers and tanks with food, oil or chemical residues;
  - d. sealed drums, containers and tanks;
  - e. pressure tanks of any kind;
  - f. any kinds of explosives;
  - g. toxic substances/packaging or such labelled as toxic or hazardous;
  - h. waste containing PCB or any other hazardous waste; or
  - i. lithium batteries.
- 2.6. If the Goods originate from motorised vehicles, the Supplier guarantees that he has removed those liquids, materials, and components which must be removed from the Goods according to the regulations of the environmental legislation concerning handling of waste in the form of motorised vehicles and waste fractions (Danish Executive Order on the Scrapping of Cars (Bilskrotbekendtgørelsen)) before the Goods are delivered to HJHansen.
- 2.7. If the Goods do not comply with the environmental legislation, the Danish Executive Order on Waste (Affaldsbekendtgørelsen), or other relevant legislation, or if they contain those items or materials which are listed under Sec. 2.5 - 2.6, HJHansen shall be entitled to reject the Goods and demand that they be collected by the Supplier. If the Supplier does not collect the goods immediately, and no later than on the same day, HJHansen shall be entitled to return the Goods to the Supplier at the expense and risk of the latter.
- 2.8. If the Supplier breaches his obligations according to Sec. 2.5 - 2.6, and if as a result of this HJHansen is forced to replace or clean up ground, systems, materials,
- 2.9. machines, vehicles, or other materials which belong to HJHansen, then such replacement or clean-up shall be performed at the expense of the Supplier.

**3. DELIVERY**

- 3.1. HJHansen shall decide when and how delivery will take place, including how collection will take place if it has been agreed between HJHansen and the Supplier that HJHansen shall collect the Goods from the Supplier.
- 3.2. The Supplier has delivered the Goods once HJHansen's site controller has approved the Goods, and the Goods have been weighed in by HJHansen. The same applies in the event that the Goods are collected from the Supplier by HJHansen.
- 3.3. The approval of the goods by HJHansen's site controller shall not preclude HJHansen from complaining of defects in the Goods, which must happen within a reasonable period after receipt of the Goods.

**4. PRICES**

- 4.1. HJHansen may amend agreed prices for the purchase of the Goods, any prices agreed for HJHansen's collection of the Goods, and any prices agreed for the Supplier's loan of HJHansen's containers by giving 3 months notice. This applies equally in the event that an on-going agreement has been concluded between HJHansen and the Supplier concerning collection/delivery of the Goods, regardless of whether such an agreement cannot be terminated by either party for a certain period of time.
- 4.2. In addition to the price amendments pursuant to Sec. 4.1, HJHansen may amend the agreed prices with immediate effect as the result of significant changes to HJHansen's level of costs, for example as the result of changes in taxes and duties, significant changes in the market situation etc.
- 4.3. Insofar as HJHansen makes use of his right according to Sec. 4.1 or 4.2 to amend the agreed prices, the Supplier may terminate the agreement by giving 3 months notice, regardless of whether or not any agreed non-termination period has expired.

**5. COMPLAINTS, OBJECTIONS AND PRICE REGULATIONS OF THE SUPPLIER**

- 5.1. Once HJHansen has received the goods at its sites, HJHansen shall weigh in and approve the Goods. Insofar as HJHansen's site controller identifies during weigh-in and approval of the Goods that the quantity and/or quality of the Goods is not compliant with what has been agreed between the Supplier and HJHansen concerning the Goods in question HJHansen shall be entitled - regardless of the agreed price for the goods - to regulate the agreed price and pay that price which corresponds to the actual quantity and/or quality delivered by the Supplier for the Goods.
- 5.2. HJHansen's regulation of prices with respect to Sec. 5.1 requires that HJHansen properly documents the Goods in image form (at least 3 images) in connection with his weighing in and approval of the Goods. When HJHansen informs the Supplier of price changes, HJHansen shall submit the weigh-in report and image material as documentation of the change to the price agreed between HJHansen and the Supplier.
- 5.3. Insofar as the Supplier does not wish to accept HJHansen's regulation of the price according to Sec. 5.1, it is incumbent on the Supplier to demonstrate that the Goods delivered by the Supplier are of higher quality or greater volume than is indicated in the weigh-in report and image material received from HJHansen. If the Supplier wishes to complain of the price regulated under Sec. 5.1, the Supplier must submit a motivated, written complaint to HJHansen immediately, and no later than 3 weekdays after receipt of the weigh-in report. The Supplier acknowledges and accepts that upon receipt of the Goods HJHansen shall destroy such immediately, such that the Supplier is precluded from demanding collection of the Goods with the intention of demonstrating that the Goods are of higher quality or greater volume than is indicated in the weigh-in report presented by HJHansen.
- 5.4. The price for the Goods according to Sec. 5.1 are set by HJHansen on the basis of those principles and conditions which are applied in connection with the price originally agreed for the Goods between HJHansen and the Supplier.
- 5.5. Sec. 5.1 also applies in the event that HJHansen collects the Goods from the Supplier. Insofar as the Supplier does not present complaints and objections in
- 5.6. accordance with the Terms and Conditions, the Supplier forfeits his rights.

**6. TERMS OF PAYMENT**

- 6.1. Unless otherwise explicitly agreed, payment shall be made according to the terms of payment printed on the purchase agreement.
- 6.2. Where no written contract has been concluded between HJHansen and the Supplier, payment shall be made within 30 days of the end of the current month after receipt of invoice from the Supplier.

**7. DELAYS ON THE PART OF THE SUPPLIER**

- 7.1. The Supplier's failure to deliver the Goods at the agreed time and to the correct location in accordance with Sec. 3.2 shall constitute a material breach of obligations by the Supplier.
- 7.2. In the event of a material breach of obligations by the Supplier, cf. Sec. 7.1, HJHansen shall be entitled to demand continued supply of the Goods, or to annul the agreement for the respective Goods. In the event of annulment of the agreement for the respective delivery, the Supplier shall reimburse HJHansen for losses which shall be established in accordance with the general rules of Danish law.
- 7.3. Insofar as the Supplier delivers the Goods to the agreed location before HJHansen has complained of the delay of the Supplier, HJHansen shall not be entitled to annul the agreement for the respective delivery which has been delivered.

**8. LIABILITY**

- 8.1. The Supplier shall reimburse HJHansen and hold the same harmless for any and all losses which HJHansen may incur as the result of a circumstance of the Supplier, including operating losses, indirect losses, and losses of goodwill. The Supplier is furthermore obliged to hold HJHansen, HJHansen's transport providers, and other third parties hired by HJHansen to handle the goods harmless for any and all losses, including indirect losses, and for any and all costs, duties, penalties etc. which HJHansen, HJHansen's transport providers, and any other third party may suffer or be charged with as the result of the Supplier's delivery of Goods in violation of the agreement concluded by HJHansen and the Supplier, including these Terms and Conditions.
- 8.2. The Supplier guarantees that he is entitled to dispose of the Goods, and also assures that there do not exist any third-party rights to any parts of the Goods. Insofar as it transpires that the Supplier was not entitled to dispose of the Goods, in part or in whole, the Supplier shall reimburse and hold HJHansen harmless for any and all claims which may be brought against HJHansen as a result thereof.
- 8.3. HJHansen alone is liable for damages according to the regulations of the Danish Product Liability Act (Produktansvarsloven), and is thus not liable for damages on any other grounds.
- 8.4. HJHansen is not liable with respect to the Supplier for any form of operational losses, lost profit, time-related losses, or other indirect losses.

**9. BREACH OF CONTRACT**

- 9.1. Insofar as HJHansen or the Supplier commits a material breach of their obligations according to these Terms and Conditions, or insofar as a Party repeatedly breaches his obligations according to these Terms and Conditions, the Party not in breach shall be entitled to annul the agreement with immediate effect, and to demand compensation in accordance with the rules of Danish law, whereby HJHansen's liability shall continue to be limited pursuant to Sec. 8.4 of these Terms and Conditions.

**10. ENVIRONMENTAL DAMAGES**

- 10.1. HJHansen is not liable for any environmental damages caused by the Supplier's improper use of materials belonging to HJHansen.
- 10.2. In order to avoid environmental damages, HJHansen's storage boxes, containers, and other receptacles may only be used for those materials indicated by HJHansen, and only for those purposes which the materials are intended for. Furthermore, HJHansen's other instructions regarding placement, filling, handling etc. must be observed.
- 10.3. Before use, the Supplier shall check that the material provided to the Supplier by HJHansen is in a usable condition as is generally required in order to use the material in a responsible manner. Insofar as the Supplier has identified that the material is not in a usable condition (including insufficiently cleaned), including not being of such quality as is generally required for use of the material, the Supplier shall notify HJHansen in writing immediately and before any use.
- 10.4. The Supplier bears the burden of proof that he has undertaken such checks.
- 10.5. Insofar as the Supplier cannot document that he has checked the materials in accordance with Sec. 10.3 before using them, or insofar as the Supplier has identified damages to the materials and has not informed HJHansen of such before using the materials, the Supplier shall be liable with respect to HJHansen for any and all losses which HJHansen may suffer as a result of the material provided by HJHansen causing environmental damages.

**11. HJHANSEN'S OBLIGATION TO PROVIDE INFORMATION**

- 11.1.11.1. HJHansen shall report information concerning the Goods provided by the Supplier to HJHansen to public authorities in accordance with the applicable legislation.

**12. CHOICE OF LAW AND PLACE OF JURISDICTION**

- 12.1. Any and all disputes arising from or in connection with the Agreement shall be subject to Danish law.
- 12.2. If the dispute cannot be resolved by negotiation, the dispute shall be settled at the headquarters of HJHansen.