

## General terms and conditions for the services of L&T Ympäristöpalvelut Oy

These terms and conditions shall apply to the environmental services of L&T Ympäristöpalvelut Oy and any offers and order confirmations related thereto as well as the Service Agreement concluded between L&T and the Client.

### Definitions

"**Client**" shall mean the purchaser of the Service, other than consumers.

"**Facility**" shall mean the Client's site, as specified in the Service Agreement, at which L&T shall carry out the Services defined in the Service Agreement.

"**Hazardous Waste**" shall mean hazardous waste as specified in the Waste Act (646/2011).

"**L&T**" shall mean L&T Ympäristöpalvelut Oy or any of Lassila & Tikanoja plc's group companies.

"**Party**" or "**Parties**" shall mean L&T and the Client together or each separately.

"**Service Agreement**" shall mean the sale and purchase agreement of the Services concluded in writing between the Parties.

"**Service**" shall mean the service which is the object of the Service Agreement.

"**Waste**" shall mean the Client's material collected, transported, stored, processed or otherwise treated by L&T as agreed in the Service Agreement.

### Validity of offer and term of agreement

1. The written offer of L&T shall be valid for thirty (30) days from the date of the offer unless otherwise specified therein.

2. Unless otherwise agreed upon in the Service Agreement, the Service Agreement shall be valid for two (2) years, and thereafter for a term of one (1) year at a time, unless terminated at least three (3) months prior to the end of the respective term. Notice of termination shall be made in writing.

### Service fee and payment term

3. The payment term shall be 14 days as of the date of the invoice. Interest for late payment shall be determined in accordance with the Interest Act (633/1982, as amended). The applicable invoicing service fee in force from time to time shall be added to any paper invoice. L&T shall have the right to charge for any separately chargeable work immediately upon completion of such work and the payment term shall be 14 days net.

4. L&T shall invoice the Client for the Services in accordance with the Service Agreement or L&T's price list valid from time to time. Upon any changes in costs (such as labour or transportation costs, value of recoverable materials) incurred by L&T during the contract term or in the event of changes in the circumstances of providing the Service, L&T reserves the right to revise the service fee and rebates specified in the Service Agreement in accordance with and from the date of entry into force of such change. The Client shall be given prior notice of any change in the service fee. Should the Client object to the change, the Client shall notify L&T of its objection within fourteen (14) days from the date of notice of the change, during which the time the Parties shall commence negotiations on the revision of the service fee. In the event that the Parties do not reach an agreement on the service fee, the Parties may terminate the Service Agreement with one (1) month notice. Value added tax in force from time to time shall be added to the service fee.

5. Upon any changes in value added tax or a comparable public fee (including, without limitation, waste processing fees, waste duties) or in the application thereof, L&T reserves the right to revise the service fee accordingly from the date of entry into force of such change. With regard to Hazardous Waste, the waste processing fee included in the service fee shall be determined according to the chemical composition and weight of the substance. Invoicing of waste consignments is based on transfer documents produced by reception personnel of the waste disposal location, stating respective weights by waste category. In disputed cases a sample shall be taken from the

product for analysis. The waste category shall be determined based on the results of the analysis.

### Co-operation

6. L&T may use subcontractors to carry out its tasks under the Service Agreement. L&T shall be liable for its subcontractors' work as for its own. The personnel carrying out tasks under the Service Agreement is employed by L&T or its subcontractor and work under their supervision. In accordance with the terms of the Service Agreement, L&T group companies shall be entitled to invoice the subcontracting work performed under the Service Agreement directly from the Client.

7. If required, the Client shall commit to training L&T's personnel to operate in an appropriate manner at the Client's Facility and production facilities. Any orders or special instructions and regulations for work shall be addressed to L&T's contact person for the Service Agreement, L&T's customer service or supervisor of work. The Client shall, at its own expense, provide L&T with any information and documents necessary for carrying out tasks under the Service Agreement. As required, the Client shall inform the users of the Facility of the contents of the material tasks under the Service Agreement.

### Passes and keys

8. The Client shall, in return for a signed receipt, hand over the required number of itemized keys to the Facility or otherwise provide access to such premises in the Facility to which access is required for carrying out tasks under the Service Agreement. The Client shall be liable for ensuring no unnecessary keys or too extensive access rights are provided to L&T.

9. L&T shall be responsible for careful safekeeping of the keys it has been provided with, as separately agreed between the Parties in respect thereof. Any provision of keys to third parties shall be the Client's responsibility.

### Waste collection equipment

10. The Parties shall together define the location of waste collection equipment so that the Waste can be collected as effortlessly and quickly as possible while ensuring the waste collector's occupational safety. Transport of waste placed outside of waste collection equipment shall be charged separately. L&T shall not be liable for such items placed in close proximity to the waste collection equipment which may be regarded as intended for collection. If required, L&T shall provide the Client, for a separate rental charge, waste collection equipment selected on the basis of specific Client needs. The risk of loss of the waste collection equipment shall pass to the Client upon delivery of the waste collection equipment to the Client. The Client shall be liable for any damage to the waste collection equipment, excluding any damage caused by L&T. Except as otherwise agreed, L&T shall wash the waste collection equipment without a separate order at least 2 times per year, and shall charge for the costs incurred. After the termination of the Service Agreement, L&T is entitled to charge for the costs caused by the removal of the waste collection equipment.

### Waste

11. The Client shall ensure that all Waste is placed in the appropriate waste collection equipment intended for it. Waste collection equipment intended for recoverable Waste shall only be used for Waste which meets the requirements set by the applicable laws, decrees or official regulations in force from time to time, as well as the quality standards agreed upon with L&T. Separate waste collection equipment shall always be used for Hazardous Waste, and Hazardous Waste must not be mixed with Waste. In the event that Waste may be dangerous or detrimental to health or the environment, the Client shall duly give L&T prior notice thereof before the waste collection

equipment is emptied. The Client is obliged to declare if the Waste contains persistent organic pollutants (as defined in regulation EU 2019/1021 "POPs"). If the Waste contains POPs or does not correspond to what the Client has stated, the Client is responsible for all costs arising from this. The Client shall be liable for the accuracy of the information it has supplied concerning the quality of the Waste, and for any damage that erroneous information or Waste placed in the waste collection equipment contrary to the regulations may cause to L&T or a third party. L&T is entitled to return to the Client any Waste that is contrary to the Service Agreement, at the Client's expense, or to charge for the costs caused by the processing thereof. In the event that Waste as agreed in the Service Agreement is not available for collection accordingly, L&T shall be entitled to charge the Client for any costs incurred by it.

12. Title to the Waste shall pass to L&T when the Waste is placed in the waste collection equipment for transportation. Thereafter L&T is entitled to decide on the transportation, further processing and recovery of the Waste in accordance with section 16 below.

#### **Loading and collection**

13. Regular collection shall be carried out at intervals as agreed in the Service Agreement. Order-based collection shall be carried out according to L&T's collection routes. L&T is entitled to reassign the waste collection date +- 2 business days if L&T deems it necessary. L&T is entitled to charge the Client for collection visits in accordance with its regular pricing policy, if the waste collection equipment is not available for loading at the time and location agreed upon, or if for reasons beyond L&T's control the waste collection equipment cannot be loaded and L&T has not been duly informed thereof prior to the collection visit.

#### **Special conditions concerning Hazardous Waste**

14. The Client shall be liable for the accuracy of the information it has supplied concerning the quality of the Waste, and for any damage that erroneous information may cause to L&T or a third party. Responsibility for the Waste shall pass from the Client to L&T after the Waste has been delivered together with the correct information. In case the Waste consignment contains substances classified under hazardous substances categories 1 or 7, L&T shall be entitled to return the Waste to the Client at the Client's expense. The Client shall pack all of its Hazardous Waste in accordance with the regulations in force from time to time and in such a manner that enables safe and appropriate transport thereof.

#### **Assignment and amendment of the Service Agreement**

15. L&T has the right to assign and transfer the Service Agreement or any part thereof to any of its group companies without the prior written consent of the other Party. Otherwise the Parties shall not be entitled to assign the Service Agreement without the prior written consent of the other Party. Any amendments to the Service Agreement shall only take effect by mutual agreement of the Parties in writing. In case deficiencies, errors or change in the information on which the Service Agreement is based are detected, the other Party shall be immediately informed thereof. The Parties shall have the right to request the Service Agreement to be amended accordingly.

#### **Confidentiality**

16. The Parties agree to keep confidential all information on trade and professional secrets of the other Party the Parties may receive. L&T's offer, order confirmation and the Service Agreement, including the terms and conditions thereof, are confidential and the provisions herein shall apply thereto. The confidentiality obligation of the Parties shall survive the termination of the contractual relationship.

**Liability** 17. L&T is responsible for obtaining all environmental permits required for carrying out its operations and for performing the collection, temporary storage, processing and delivery of Waste supplied by the Client for recovery or final

disposal in accordance with legislation in force from time to time and the terms of the environmental permits.

18. In order to cover possible liability for damage, L&T shall keep in force a liability insurance policy, on terms customary in the industry and for an indemnity of 500,000 (five hundred thousand) euros per incident. In case of damage, the Client shall for its part deliver to the insurance company the necessary reports regarding the event and allow the insurance company the opportunity to determine the extent and quality of the damage. L&T shall be liable for direct damage caused by L&T in carrying out tasks under the Service Agreement in accordance with the law in force. L&T shall not be liable for damage resulting from inadequate or erroneous information provided by the Client. L&T shall not be liable for any indirect or consequential damage. L&T's liability shall in any event be limited to direct damage proven by the Client and to the amount equal to the aggregate sum invoiced by L&T from the Client in the 12 (twelve) months preceding the damaging incident, in no event, however, exceeding the amount of 500,000 (five hundred thousand) euros.

19. The Client shall immediately notify L&T of any damage and take immediate steps to mitigate losses. Any possible claims shall be presented to L&T in writing not later than within fourteen (14) days after the basis for the claim was or should have been noticed.

#### **Termination of the agreement**

20. The Parties shall be entitled to cancel the Service Agreement forthwith with immediate effect in the event of material breach of contractual obligations by the other Party. Prior to such cancellation, a non-breaching Party shall however request the other Party in writing to rectify or fulfil its contractual obligations. Should the Party in breach not rectify or fulfil its contractual obligations within fourteen (14) days after receipt of such request, the other Party shall be entitled to cancel the Service Agreement.

21. Notwithstanding the agreed term of and notice period for termination of the Service Agreement, L&T shall have the right to suspend or terminate the Services, and in the last of the following events cancel the Service Agreement forthwith with immediate effect, in the event that

- a) the Client's payment to L&T is delayed and the Client, despite a request for payment, fails to make the payment,
  - b) the Client otherwise materially breaches the Service Agreement or safety, health or other authority regulations in force, or
  - c) the Client becomes subject to bankruptcy proceedings or corporate re-organization (*Fin: yrityssaneeraus*).
- However, in cases referred to in sub-sections a) and b), L&T shall have the right to cancel the Service Agreement only should the Client not rectify the situation within fourteen (14) days after L&T sent a payment request or notification.

22. Should L&T cancel the Service Agreement for any of the abovementioned reasons, the Client shall be liable to pay L&T any service charges due under the Service Agreement as well as any service charges payable for the remainder of the contract term.

23. Termination or cancellation of the Service Agreement shall be evidenced in writing.

#### **Force majeure**

24. Should fulfilment of contractual obligations of either Party be prevented, hindered, or delayed due to circumstances beyond its control, such as war or other crisis, sabotage, terrorism or threat thereof, act or interference of authorities, strike or other labour dispute, fire, exceptional change in weather conditions, natural or other accidents, electricity disruption, connection or line fault or unexpected or sudden shortage in labour, the Party in question shall be exempt from fulfilling its contractual obligations and the consequences thereof for as long as required by the circumstances.

25. If a force majeure event exceeds six (6) months, either party may terminate the Service Agreement immediately by written notice.

**Order of precedence of contractual documents**

26. Should the contractual documents conflict with one another, the following order of precedence shall be observed:

1. The Service Agreement and the annexes thereto, 2. These general terms and conditions, 3. Minutes of negotiations, 4. Offer, 5. Invitation to tender and 6. Other documents in the order specified by the Service Agreement.

**Disputes and governing law**

27. Service delivery and the Service Agreement shall be governed by the laws of Finland, save for its choice of law provisions. The Parties shall attempt to resolve any disputes, controversies or claims arising out of or relating to the Service Agreement through negotiations. Such disputes, controversies or claims, which the Parties fail to settle through negotiations, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. Notwithstanding the above, L&T has the right to file an action alternatively in the district court of the Client's domicile.