

GENERAL TRADING CONDITIONS

These General Trading Conditions ("the Trading Conditions") apply to the collection and payment for all organic waste reported to Daka ReFood A/S (in the following called ReFood, central business reg. no. 33776039) for collection and processing, unless otherwise agreed in writing with ReFood's customer (the "Customer") (in the following ReFood and the Customer are jointly called the "Parties" and separately called a "Party").

1.0 Quotation and agreement

- 1.1. Quotations are binding on ReFood for 14 days with effect from the date of the quotation.
- 1.2. An agreement has been concluded when ReFood has received the Customer's acceptance and all relevant information, including the information stipulated in the Service Agreement. The delivery of waste containers to the Customer and/or the collection of such containers will take place, at the earliest, as set out in clause 4.2.

2.0 Prices

- 2.1. All prices are in DKK excluding VAT.
- 2.2. All prices are based on the level of wages and salaries, material prices and other costs applicable on the date of the quotation.
- 2.3. In addition to the agreed price, ReFood is entitled to demand an additional payment in the situations mentioned in clause 6.
- 2.4. ReFood reserves the right to make an ordinary yearly adjustment of the prices with effect from 1 March or 1 September based on the general development in prices as reflected in Statistics Denmark's Net Price Index and the development in wages, salaries, energy costs and transport. The above-mentioned information is available from Statistics Denmark on www.dst.dk. Price increases in accordance with this Clause 2.4 do not entitle the Customer to terminate the Service Agreement with a shortened notice period; see Clause 14.3.
- 2.5. Furthermore ReFood reserves the right to make an extraordinary and unilaterally price increase in the Service Agreement at one month's notice following changes in raw material prices and operating costs. If ReFood implements such price increases, ReFood shall notify the Customer accordingly, and the Customer is entitled to terminate the Service Agreement at one month's notice to the first day of a month; see Clause 14.3. However, ReFood may at any time increase the prices in the Service Agreement by up to 10% of the current price without such increase entitling the Customer to terminate the Service Agreement at a shortened notice period of one month; see Clause 14.3. The general notice period set out in the Service Agreement applies in such situations; see Clause 14.2.
- 2.6. The fuel and handling surcharge will be regulated every quarter in relation to the price development of diesel. The current rate will appear on the invoice. The basis can be found here <https://www.drivkraftdanmark.dk/priser/diesel-autodiesel/>. As these prices fall again, the supplement is regulated.
- 2.7. The environmental surcharge is 3,25 %. It must ensure that we can continue our targeted work of developing sustainable solutions, working with the environment and the working environment.

3.0 Notification and collection

- 3.1. The agreed services, prices and collection information are stated in the Service Agreement and the corresponding appendices.
- 3.2. ReFood plans and organises collection of the agreed container(s) at the Customer's premises; see the collection frequency stated in the Service Agreement. ReFood may change the collection frequency subject to prior agreement with the Customer.
- 3.3. ReFood is entitled to change the procedure whereby the Customer notifies ReFood of the organic waste to be collected with the effect that notification must be made electronically. If ReFood should make such changes the Customer will be duly notified.
- 3.4. ReFood may refuse to collect and accept organic waste consisting of or containing undesirable substances making the waste unsuitable for recycling at ReFood's production plant or presenting a potential risk to the employees of ReFood; production capacity or environmental approvals, or which may make ReFood's finished products unsuitable for sale in the usual manner.
- 3.5. ReFood reserves the right to refuse to collect containers whose content has not been sorted in accordance with the sorting guidelines.

4.0 Waste containers, collection and transport

- 4.1. ReFood is responsible for transporting the organic waste from the Customer's collection address stated in the Service Agreement to the production site.
- 4.2. Unless otherwise agreed in writing between the Parties, ReFood decides which container(s) (e.g. *ReFood bins, containers or vats*) to use for collecting the organic waste. ReFood supplies the containers within eight working days from the date of the signed Service Agreement.
 - 4.2.1. Unless otherwise agreed between the Parties, ReFood will make waste bins, containers and other material available to the Customer. The Customer must store the containers in a secure manner, maintain them correctly and protect them against unauthorised access by third parties. In the event of loss, damage or transfer to a third party, the Customer will be invoiced with any costs associated with such loss or damage. The replacement value of a ReFood or Oleo bin is DKK 350 each, excluding VAT. Tanks cost DKK 1,200 each excluding VAT.
- 4.3. Suitable access to the collection points must be provided by the Customer so that the containers can be collected and replaced without delay and with due regard for the working environment of the drivers from ReFood.
- 4.4. ReFood may charge the Customer additional transport or handling costs if the Customer fails to provide suitable conditions at the Customer's agreed collection site; see Clause 6.2.
- 4.5. The Customer must comply with current rules regarding the commercial document to be used in connection with the transport of animal by-products or derived products as set out in the EU regulation on by-products.

5.0 Payment

- 5.1. The customer shall pay the agreed price and any additional costs as set out in the Service Agreement and corresponding appendices. ReFood is responsible for charging all fees relating to the collected organic waste.
- 5.2. Payment shall be in Danish kroner.
- 5.3. A fee of DKK 25 applies to invoices sent by post.
- 5.4. Unless otherwise agreed in writing between the Parties, payment must be made within 14 days from the date of invoice.
- 5.5. If the Customer fails to pay by the due date, ReFood will forward additional reminder(s) and charge a reminder fee. If payment is not forthcoming, the debt will be handed over for legal collection without further notice. In such case, ReFood will discontinue the collection of organic waste from the Customer in question.
- 5.6. Any additional fees will be charged in the same way as other fees; see above.
- 5.7. Collection credits will be paid by ReFood as agreed with the individual Customer.

6.0 Additional fees

6.1. In special circumstances, ReFood may decide to charge the Customer additional fees on account of factors relating to collection, recycling, environment or similar.

6.2. The following are non-exhaustive examples of factors that may result in additional fees:

- a. Work required because the organic waste supplied by the Customer to ReFood turned out to be unsuitable or defective.
- b. Additional work required to process the material.
- c. Containers found to contain non-organic fractions are not collected until such fractions have been removed from the container by the Customer.
- d. An amount of DKK 200 per collection will be charged if unsuitable access conditions at the collection point result in delays of collection and replacement of the container(s). Examples of unsuitable access conditions include a failure to clear snow or spread salt/gravel, roadworks or cordoning off.
- e. If the conditions at the collection point are unsuitable, ReFood may charge the Customer an additional amount for transport or handling.
- f. Situations mentioned in these conditions and the sorting guidelines (for more info see www.refood.dk).
- g. Late notification resulting in additional transport costs.
- h. Kitchen and food waste sorted in Oleo bins can be collected, subject to prior agreement and an additional fee of DKK 250 excluding VAT.

6.3. ReFood reserves the right to adjust prices, change containers or terminate the Agreement in the event of serious deviations from the sorting guidelines and the folder on work environment.

7.0 The Customer's supply

7.1 The Customer and ReFood have agreed that the Customer shall supply kitchen and food waste, discarded food products, used fat or cooking oil or other organic waste from industrial production. This is stated in the Service Agreement and the corresponding appendices.

8.0 Self-billing invoices

8.1 ReFood and the Customer have agreed in the Service Agreement to use self-billing invoices. The following therefore applies:

- a. ReFood issues a self-billing invoice specifically detailing any sales by the Customer to ReFood in accordance with Clause 7. ReFood may list any sales to the Customer (collection services) on the same self-billing invoice. If so, the self-billing invoice will be divided into sales from the Customer to ReFood and sales from ReFood to the Customer.
- b. The Customer must approve the self-billing invoice issued by ReFood and has an obligation to inform ReFood without undue delay of any errors in the self-billing invoice. If no errors have been reported to ReFood by the Customer within seven days from receipt of the self-billing invoice, the invoice issued by ReFood will be deemed to have been approved by the Customer in its entirety.
- c. The Customer shall without undue delay inform ReFood of any VAT deregistration or any change in ownership that results in a new VAT registration by the Customer.
- d. The Customer must keep a copy of the Service Agreement, the corresponding appendices (the agreement on the use of self-billing invoices) and the Trading Conditions.

9.0 Self-declaration for UCO and food waste (in accordance with Directive 2018/2001/EU under ISCC EU)

9.1. Self-declaration of food waste and used fat and cooking oil is an integral part of the signed Service Agreement.

9.2. By signing the Service Agreement, the Customer declares and confirms that the information provided by the Customer in the self-declaration in accordance with Directive 2009/28/EC is correct and that the self-declaration is a valid part of the Service Agreement

9.3. The self-declaration is regarded as confirmed for the following year, unless ReFood receives objections from the Customer at the latest 14 days before the end of the current calendar year.

10.0 Complaints

10.1. Complaints about prices, fees, the quantities invoiced, and the self-billing invoices shall be made in writing to refood@daka.dk within seven days from the date the Customer received the invoice from ReFood.

11.0 Disclaimer and force majeure

11.1. ReFood is liable for compensation in accordance with the general rules of Danish law on compensation for documented direct losses as a result of acts or omissions by ReFood but subject to the limitations mentioned below:

- a. ReFood is not liable for losses as a result of ReFood being prevented from collecting the agreed containers, if the failure to collect is due to matters under the Customer's control or external circumstances.
- b. ReFood is not liable for indirect losses, including loss of profit and loss of production.
- c. ReFood is not liable for any costs and/or sanctions that the Customer may incur as a result of ReFood's obligation to disclose information to public authorities

11.2. ReFood's total liability under the Service Agreement within one calendar year, including liability for delays and defects, cannot exceed the lower of (i) DKK 50,000 per calendar year or (ii) 100% of the contract price for the previous calendar year.

11.3. Damage to contents or real estate proven to have been caused by ReFood must be reported in writing to refood@daka.dk within two business days. ReFood's possible liability for damage to contents or real estate cannot exceed DKK 200,000 per claim/event.

11.4. The following non-exhaustive examples of special circumstances shall exempt ReFood of any liability, provided that the circumstances occur after conclusion of the Service Agreement. Such circumstances shall also relieve ReFood of the duty to comply with the Service Agreement:

- a. strike, lock-out, business interruption, delayed delivery from sub-suppliers and similar circumstances
- b. war, natural disasters and similar events beyond the control of ReFood
- c. unsuitable or defective materials caused by matters beyond the control of ReFood
- d. confiscation, currency restrictions or intervention by authorities.

11.5. In the event of force majeure, ReFood shall notify the Customer by express post or email within seven days from the occurrence of the force majeure event.

12.0 Sub-suppliers

12.1. ReFood shall be entitled to have work under the Service Agreement carried out by a sub-supplier, whether wholly or in part.

13.0 Assignment

13.1. ReFood may, without the Customer's consent, assign all rights, obligations and liabilities under any agreement entered into with the Customer to one of Daka Denmark's fully owned subsidiaries or a buyer of all or the majority of ReFoods' assets, provided that the assignee assumes all of ReFoods' obligations under the mentioned agreements.

13.2. The Customer shall notify ReFood in writing within five days in the event of a change of ownership of the Customer's company or if the Customer's company is closed.

14.0 Termination

14.1. The Service Agreement takes effect on the date the Parties sign the Service Agreement and remains in force until terminated by either Party in accordance with the terms of the Service Agreement and the Trading Conditions.

14.2. The Service Agreement cannot be terminated by the Customer for one year from the date it was entered into. After one year, the Customer may terminate the Service Agreement at three months' notice to the first day of a month. The Customer may, however, if desired, pay for terminating the Agreement within the first year. In that case, a termination fee will be invoiced corresponding to 30% of the weekly turnover under the Agreement for each week that remains until the Agreement could have been terminated by the Customer in the normal manner.

14.3. The non-termination period and the notice of termination set out in Clause 14.2 do not apply if ReFood implements price increases as set out in Clause 2.5. If ReFood implements price increases pursuant to Clause 2.5, the Customer is entitled to terminate the Service Agreement at one month's notice to the first day of a month.

14.4. ReFood may terminate the Agreement at three months' notice at any time.

14.5. A fee of DKK 125 excluding VAT is payable per container in connection with termination.

14.6. In the event of closure or bankruptcy of either Party, the Agreement may be terminated at seven days' notice.

15. Cancellation

15.1. ReFood may cancel the Agreement with immediate effect if the Customer violates one or more of its obligations under this Agreement.

15.2. In addition, ReFood may cancel the Agreement with immediate effect if:

a. The Customer is insolvent or is the subject of a request for reconstruction or a petition for bankruptcy.

b. There has been a change of ownership / controlling interest at the Customer's company.

16.0 Confidentiality

16.1. Information about prices and amounts of waste as well as other confidential information about the Parties, including products and product development or planned product development must be treated as confidential and therefore may not be published whether directly or indirectly or disclosed to a third party, unless such disclosure is required by law.

17.0 Amendments

17.1 ReFood reserves the right, at any time, to amend the Trading Conditions, Specifications Appendix A, the sorting guidelines and/or the self-declaration. If the changes are significant the Customer will be duly notified

18.0 Disputes

18.1. In the event of a dispute regarding the interpretation of the Service Agreement, compliance with or enforcement of conditions or collection of or payment for the organic waste as well as doubt about whether the material complies with the Agreement, ReFood is entitled to choose whether the dispute should be determined by arbitration or by the ordinary courts.

18.2. If a case is to be heard by the courts, proceedings must be brought at the local court where ReFood's head office is located, irrespective of where the Customer is resident or currently staying.

18.3. All disputes between the Parties shall be decided in accordance with Danish law.

19.0 Email marketing

19.1. The Customer's email address is used for business-related information regarding transport, rules, changes, etc.

19.2. If the Customer accepted to receive news by email on page 1, ReFood will forward newsletters by email containing the latest information about the company's services. The sign-up for the newsletter can be cancelled at any time on the website www.refood.dk.

Revideret 29.02.2024 MDA/KJN