

STANDARD TERMS AND CONDITIONS OF RAGN-SELLS SERVICES

Effective as of 1 April 2016

1. PURPOSE AND VALIDITY OF CONTRACT AND STANDARD TERMS AND CONDITIONS

1.1. The purpose of these Standard Terms and Conditions is to provide the rights and obligations of the Customer and Ragn-Sells in connection with the provision of any Services by Ragn-Sells.

1.2. A contract may be entered into and/or it may be amended by accepting the Terms and Conditions of the Contract or the amendments thereto in writing. Contracts are entered into at the Service Centre of Ragn-Sells, by means of digital signing, or by exchanging signed contracts by post. A request to enter into a Contract can be made on the Website. In the case of organised waste transport, the Customer is considered to have subscribed to organised waste transport services according to clause 69 (1) of the Waste Act.

1.3. These Standard Terms and Conditions apply in so far the contracts entered into by the Parties and/or the terms and conditions of Organised Waste Transport do not provide otherwise. In the case of any inconsistencies between the provisions of the Organised Waste Transport, the Contract and/or the Standard Terms and Conditions, first the terms and conditions of the Organised Waste Transport apply, thereafter the provisions of the Contract and the Standard Terms and Conditions.

1.4. The Standard Terms and Conditions also apply to all legal relations which arose between Ragn-Sells and the Customer prior to entry into thereof and were in force at the moment of entry into force of the Standard Terms and Conditions.

1.5. The Contract is confidential, except to the extent disclosure thereof is permitted by the legislation. Disclosure of any confidential information relating to the Contract to any third parties is permitted only with a prior written consent of the other Party.

2. PROVISION OF SERVICE

2.1. Ragn-Sells shall provide the Services to the Customer according to the procedure provided for in the Contract and the Standard Terms and Conditions and for the charge provided for in the Price List or separately agreed upon.

2.2. Use of Collection Receptacle

2.2.1. Waste must be sorted to the greatest possible extent placing thereof in a Collection Receptacle.

2.2.2. Only such type of Waste may be placed in the Collection Receptacle for the collection of which the respective Collection Receptacle is intended. It is prohibited to place in the Collection Receptacle any substances or things of any shape, weight, dimensions or properties which may endanger the workers, Collection Receptacles or Waste Trucks of Ragn-Sells or which may make compaction of Waste more difficult. The instructions for separate collection of Waste and separate filling of the Collection Receptacle are available at the Service Centres and on the Website. In the case types of waste not intended for the Collection Receptacle have been placed in it, all the Waste placed in such Collection Receptacle may be regarded as Mixed Municipal Waste or Waste which requires the most special handling.

2.2.3. All highly volatile, perishable and stinking Waste may be placed in the Collection Receptacle only if packed in paper or plastic bags and in such a manner that prevents spreading of bad smell, posing a threat to people or soiling the Collection Receptacles. Thereupon ashes may be placed in municipal waste Collection Receptacles only on the condition that the weight of the Collection Receptacle does not exceed the maximum weight specified in clause 2.2.5.

2.2.4. Filled Collection Receptacles may not be overfilled. A Collection Receptacle is deemed to be overfilled if the lid thereof cannot be completely closed or if a Collection Receptacle which does not have a lid (e.g. Exchange Containers) is filled to a level which is higher than the edge of the Collection Receptacle.

2.2.5. Filled Collection Receptacles (in particular no Waste Bags) must not break up when they are lifted into Waste Trucks. Use of Waste Bags for collection of biodegradable waste is not permitted; The weight of a Collection Receptacle must not exceed:

2.2.5.1. Waste Bag – up to 10 kg;

2.2.5.2. Municipal Waste Collection Receptacle - up to 120 kg/m³;

2.2.5.3. Exchange Container of up to 10 m³ – up to 7 tons;

2.2.5.4. Exchange Container of more than 10 m³ – up to 10 tons.

2.2.6. The Customer shall inform any persons who fill the Collection Receptacles in the possession of the Customer with Waste or handle Waste in any other manner of the rules of use of Collection Receptacles.

2.2.7. The Customer shall ensure the safety of the Collection Receptacle and proper use thereof and notify Ragn-Sells of any defects of the Collection Receptacle which may impede the provision of the Service.

2.3. Requirements for Collection Receptacles and location of Collection Receptacle

2.3.1. Any Collection Receptacle must comply with the standard. A standard Collection Receptacle is any Waste Bag, Container, Exchange Container and Press Container defined in Chapter 7 "Definitions" of the General Terms and Conditions.

2.3.2. Any Collection Receptacle which has a lid must be securely closed and free of snow and ice in winter. If the Collection Receptacle is locked, it must be unlocked on the day of emptying the container.

2.3.3. The Collection Receptacle must be located at a safe distance from buildings and vehicles (at least 3.5 m) and be placed on a hard paved (concrete, asphalt, paving stone, etc.) base which is on the same level with the access route of the Waste Truck. There must be at least 1 m free space around the Collection Receptacle for the servicing thereof by the Waste Truck and the Waste Truck must have unobstructed access to the Collection Receptacle on the side from which it is emptied. The location of a Collection Receptacle with functional wheels and capacity of up to 1.1 m³ may be at a maximum distance of 4 m from the closest possible stopping point of the Waste Truck.

2.3.4. The access route to the Collection Receptacle must be hard paved and it may not have steps on different levels. The access route of the Waste Truck must be at least 4 m wide, the free height of access (including gate and door openings) must be least 6 m and there must be at least 20 m of manoeuvring space for the Waste Truck in front of the Collection Receptacle.

2.3.5. Access to the Collection Receptacle must be clean and free of snow and ice. If locked doors or gates have to be opened in order to get to the Collection Receptacle, these have to be unlocked on the day of emptying the container.

2.3.6. The Collection Receptacle must be located alongside a public road passable by the Waste Truck at the latest at 6:00 on the day of emptying thereof, except in the case a different agreement has been reached with the Customer.

2.3.7. If there are domestic animals in the location of the Collection Receptacle or in the vicinity thereof, the Customer shall ensure a clear marking on the existence of domestic animals and ensure that the domestic animals do not endanger the workers of Ragn-Sells. If the movement of domestic animals is restricted in such a manner that the animal is not immediately visible (e.g. electric fence, concealed chain, etc.), the Customer shall notify Ragn-Sells thereof by phone or e-mail or in the Self-Service Portal.

2.3.8. Any changes in the location of the Collection Receptacle must be previously approved by Ragn-Sells.

2.4. Emptying of Collection Receptacles and collection and removal of waste

2.4.1. Ragn-Sells organises the emptying or removal of the Collection Receptacle according to the Contract or the terms and conditions of Organised Waste Transport. The Customer undertakes to allow Ragn-Sells to empty and remove the Collection Receptacle at a frequency which prevents overfilling of the Collection Receptacle, the arise of smell, pests or pollution the surrounding environment. Ragn-Sells may unilaterally change the day of regular servicing of the Customer by giving the Customer a 10 calendar days advance notice of the new day of servicing. Such change shall not be deemed an amendment of

the Contract. At the request of the Customer, Ragn-Sells shall submit a valid service schedule to the Customer.

2.4.2. Collection and removal of Waste and by Ragn-Sells is performed based on a prior order of the Customer or a regular service schedule. Ragn-Sells accepts hazardous waste only from contractual customers on the basis of a consignment note for hazardous waste.

2.4.3. Ragn-Sells may leave the Collection Receptacle unemptied and/or apply an additional charge upon emptying or removal thereof according to the Price List in the case:

2.4.3.1. the Customer uses a Collection Receptacle which does not comply with the requirements (e.g. non-standard Collection Receptacle, the Collection Receptacle leaks, etc.);

2.4.3.2. the Collection Receptacle is not in its designated place;

2.4.3.3. Ragn-Sells does not have proper access to the Collection Receptacle or waste outside the Collection Receptacle, inter alia waste is put in such a manner with respect to the Collection Receptacle that the emptying of the Collection Receptacle is hindered due to the location of the waste or the location of Bulky Waste does not allow to load the waste on the Waste Truck by a crane;

2.4.3.4. The Collection Receptacle is used contrary to the Terms and Conditions established (e.g. if the Collection Receptacle is overfilled, the Collection Receptacle contains Waste which does not correspond to the type of the Collection Receptacle, the weight of the filled Collection Receptacle exceeds the permitted weight provided for in clause 2.2.5, etc.).

2.4.4. Upon application of clause 2.4.3, the omitted Services shall be provided during the next scheduled collection provided that the conditions specified in clause 2.4.3 are not present during the next scheduled collection.

2.4.5. The Customer may submit a complaint to Ragn-Sells about failure to empty the Collection Receptacle within 24 hours from the time on the day on which the Collection Receptacle is emptied and which is specified in clause 2.3.6. Ragn-Sells is obliged to respond to the complaint within 3 working days as of the receipt of the complaint. In the case an extract from the data of a GPS device exists concerning the collection discussed in the complaint and the Customer does not submit any additional evidence with respect to the failed collection, Ragn-Sells shall have the right to refuse to satisfy the complaint.

2.4.6. In the case there is waste beside the Collection Receptacle that was not put in the Collection Receptacle, Ragn-Sells shall have the right but not the obligation to load this waste on the Waste Truck and apply a charge according to the Price List.

2.4.7. The right of ownership to the Waste shall transfer to Ragn-Sells as of the emptying or removal of Collection Receptacle by Ragn-Sells. The transfer of the right of ownership shall not restrict or exclude the liability of the Customer in the case of violation of the Contract.

2.5. Ordering of Additional Service and suspension of provision of Service

2.5.1. The Customer may request additional emptying of the Collection Receptacle not based on the schedule, suspension of the provision of the Service, or waive emptying of the Collection Receptacle for a single time. The Customer shall have no right to suspend the Contract or waive emptying of the Collection Receptacle in the case the scheduled emptying of the Collection Receptacle of the Customer is obligatory pursuant to the current legislation (in particular the terms and conditions of Organised Waste Transport).

2.5.2. The Customer must inform Ragn-Sells of the request to get Additional Services, for example additional emptying of the Collection Receptacle, single time waiver of the Service and suspension of the Contract at least 2 working days before the scheduled day of emptying the Collection Receptacle by e-mail, in the Self-Service Portal or by phone. The notice of the Customer must include the name of the Customer, the number of the Customer, contact telephone number, exact address for provision of the Service, size of the Collection Receptacle, and type of waste.

2.5.3. In the case the Customer fails to pay in due time any invoices submitted to the Customer or pays only a part thereof, Ragn-Sells shall have the right to suspend the provision of the Service without prior notice up to proper settlement of any overdue invoices, and if the Customer uses the Collection Receptacle rent service, to remove the Collection Receptacle immediately. The provision of the Service shall continue after full settlement of the invoices and the Customer

is obliged to pay Ragn-Sells any costs connected to recommencement of the provision of the Service and collection of the payment for the invoice (repeated invoices, debt notices, etc.) according to the Price List.

2.6. Collection Receptacle rent

2.6.1. If the Customer rents a Collection Receptacle from Ragn-Sells, the terms and conditions of clause 2.6 also apply.

2.6.2. Ragn-Sells shall install the Collection Receptacle at the address agreed upon in the Contract or at the address of the site of the Customer separately agreed upon with the Customer within one (1) month as of the entry into the Collection Receptacle rent Contract or acceptance of the order of the Customer for renting a Collection Receptacle. The Customer undertakes to submit any complaints in connection with the Collection Receptacle or failure to install thereof at the latest within two (2) weeks as of the deadline for installation of the Collection Receptacle. If the Customer fails to submit any complaints in connection with the Collection Receptacle within six (6) weeks as of the entry into the Collection Receptacle rent Contract or acceptance of the Customer's order by Ragn-Sells, the Customer shall lose the right to make any further claims with regard to conformity of the Collection Receptacle or the installation thereof.

2.6.3. The Customer shall ensure at its own expense the existence at all times of any authorisations and approvals required for the installation and servicing of Collection Receptacles, including Exchange Containers.

2.6.4. Ragn-Sells shall organise at its own discretion any repairs caused by normal use of the Collection Receptacle or replacement of a Collection Receptacle unfit for use provided that the Customer has complied with the terms and conditions provided for in the Contract and the Standard Terms and Conditions.

2.6.5. The Customer shall be liable for the preservation, maintenance, guarding and cleanliness of the Collection Receptacle rented to the Customer. Any repainting, scribbling, marking or labelling of the Collection Receptacle is prohibited, except when stickers approved by Ragn-Sells are used which ensure restoration of the original appearance of the Collection Receptacle upon removal thereof.

2.6.6. In the case the rented Collection Receptacle is lost, damaged, scribbled, stolen, completely or partially destroyed or if the Collection Receptacle is damaged in any other manner, the Customer shall compensate Ragn-Sells for the price of the Collection Receptacle according to the Price List of Ragn-Sells as follows:

2.6.6.1. If the rented Collection Receptacle was in the use of the Customer prior to Ragn-Sells becoming aware of the event provided for in clause 2.6.6:

2.6.6.1.1. for less than 2 years, the Customer undertakes to pay 100 % of the price of the respective Collection Receptacle;

2.6.6.1.2. for two to five (2 to 5) years, the Customer undertakes to pay 50 % of the selling price of the respective Collection Receptacle;

2.6.6.1.3. for more than five years, the Customer undertakes to pay 25 % of the price of the respective Collection Receptacle.

2.6.7. The Collection Receptacle shall remain in the ownership of Ragn-Sells at all times but the risk of accidental destruction shall transfer to the Customer from the moment of installation of the Collection Receptacle at the site of the Customer. Ragn-Sells shall have the right to remove the Damaged Collection Receptacle from the Customer and the Customer shall have no right to keep the damaged Collection Receptacle even in the case the Customer has paid compensation for the damage of the Collection Receptacle.

3. FEE

3.1. The Customer shall pay Ragn-Sells for the Services according to the current Price List which is available on the Website, or based on a respective agreement. Ragn-Sells shall have the right to unilaterally change the Price List by notifying the Customer thereof by e-mail or on the Website 20 calendar days in advance. In the case the change in the Price List is brought about by reduction of the price of a product or Service or addition of a new product or Service to the Price List, Ragn-Sells shall have no obligation to provide an advance notice of the change. If the changes in the Price List are based on any change in the maximum fee chargeable for organised waste transport

established by the local government, Ragn-Sells shall have no obligation to provide an advance notice of the change.

3.1. During the period the Contract and/or provision of the Service is suspended and/or no Service is provided due to any reasons arising from the Customer, the Customer undertakes to continue rent payments for the Collection Receptacles rented from Ragn-Sells according to the Price List and invoices issued .

3.2. Ragn-Sells shall send an invoice to the Customer at the latest by the 7th date of the calendar month following the accounting period at the request of the Customer either electronically (as an e-invoice) to the e-mail address specified by the Customer or on paper to the address specified by the Customer. Failure to receive the invoice on time or partial payment thereof shall not release the Customer from the obligation to pay the invoice. In agreement with the Customer, Ragn-Sells may issue the once a quarter or once a half-year. Ragn-Sells shall have the right not to issue an invoice to the Customer on monthly basis if the Customer uses Services for less than EUR 5 per month. In this case, the Customer shall be issued an invoice after the amount of EUR 5 is reached.

3.3. The Customer undertakes to pay the invoice by the date indicated in the invoice and use the reference number.

3.4. If the Customer has not received the invoice by the 7th date of the month, the Customer undertake to notify Ragn-Sells thereof at the latest within 5 calendar days. If the Customer fails to contact Ragn-Sells by the specified date, it is deemed that the Customer received the invoice on time and agreed with it.

3.5. If the Customer does not agree with an invoice or agrees with it only in part, the Customer undertakes to notify Ragn-Sells thereof in writing within 5 calendar days as of the receipt of the invoice and submit reasons for such disagreement. Ragn-Sells shall respond to the application of the Customer within 10 days as of the receipt of the notice. If it turns out that the application of the Customer was unjustified, the Customer shall pay the invoice together with the interest on arrears.

3.6. Upon failure to pay the invoice on time, Ragn-Sells shall calculate interest on arrears of 0.2 per cent on the overdue amount for each calendar day in delay.

3.7. Upon partial payment of the invoice, the collection expenses shall be settled first, thereafter the interest on arrears, and finally the principal amount whereas the amounts which became due earlier shall be settled before any amounts which became due later.

3.8. Ragn-Sells shall have the right to request prepayment upon entry into the Contract or ordering of the Service, and the amount and other terms and conditions thereof shall be agreed upon by the Parties in writing.

4. AMENDMENT OF STANDARD TERMS AND CONDITIONS AND TERMINATION OF CONTRACT

4.1. Ragn-Sells shall have the right to unilaterally amend the Standard Terms and Conditions by providing the Customer a 50 days' advance notice thereof. In justified cases, Ragn-Sells shall have the right to unilaterally amend the Standard Terms and Conditions without any advance notice. In this case, Ragn-Sells shall immediately notify the Customer of the amendments. If the amendment is made due to conditions becoming more favourable for the Customer, Ragn-Sells shall have no obligation to provide an advance notice of such amendments. If the Customer does not agree with the amendments, the Customer has the right to cancel the Contract within 30 days as of notification of the amendments unless the Customer's place of residence or business is located in an area of organised waste transport and the Customer is not released from subscription to organised waste transport according to the Waste Act. If the Customer fails to use this right, it is deemed that the Customer has been given the opportunity to review the amendments, the Customer understood the amendments, and agrees to them, and undertakes to comply with them.

4.2. The Contract shall terminate in agreement of the Parties or by cancellation of the Contract by a Party or in any cases arising from the legislation.

4.3. Either Party has the right to cancel the Contract by notifying the other Party thereof in writing or in a format which can be reproduced

in writing at least 30 calendar days in advance. Termination of a fixed-term Contract shall be agreed upon separately. If the Service is provided to the Customer within the framework of Organised Waste Transport or if the prohibition to terminate the Contract arises from the legislation, the Customer shall have no right to terminate the Contract.

4.4. Termination of the Contract shall not release the Parties from the performance of their obligations which arose between Parties during the term of the Contract or in connection with the termination of the Contract. Upon termination of the Contract, the Customer shall pay Ragn-Sells all the invoices outstanding at the time of termination of the Contract and the expenses related to the termination of the Contract, including the removal, final emptying and/or reconditioning of the Collection Receptacles (including washing of the Collection Receptacle) pursuant to the invoice issued.

4.5. In the case of any disputes relating to interpretation, the Standard Terms and Conditions in the Estonian language shall prevail.

5. LIABILITY

5.1. The Parties shall perform their obligations properly, reasonably and in good faith, taking into account due diligence, good practices (in particular good environmental protection practices). The Parties shall not be liable for violation of their obligations in the case of any Force Majeure circumstances.

5.2. Furthermore, Ragn-Sells shall not be liable for its acts or omissions if the violation of the Contract takes place due to any weather conditions or other conditions which prevent access of the Waste Truck to the Collection Receptacle or the place of residence or location of the Customer, roads impassable due to heavy snow, snowstorm, ice or flooding, other extraordinary weather and traffic conditions and the conduct of any third parties in conflict with law, the contract or good faith and good practices.

5.3. The Parties shall be liable for the acts or omissions of all persons (including Ragn-Sells for its workers, employees and subcontractors and the Customer for his or her family members, guests and other similar people) whom they use to perform their rights or obligations.

5.4. The Customer shall indemnify Ragn-Sells for any damage caused by their failure to perform or incomplete performance of the contractual obligations (including but not limited to issue of repeated invoices, removal and reconditioning of the Collection Receptacle, recommencement of transport, empty runs, collection expenses, expenses related to Waste not correspond to the Collection Receptacle but placed in it, liquidation of pollution, prevention of damage, liquidation of consequences) based on the Price List or in accordance with any actually incurred expenses.

6. COMMUNICATION BETWEEN PARTIES AND CONTACT DETAILS

6.1. Notifications relating to the performance of the Contract shall be sent using:

6.1.1. the contact details of the Customer indicated in the Contract or agreed upon by the Parties, and

6.1.2. at the Service Centres of Ragn-Sells by calling the information line 6060439 or using the e-mail address info@ragnsells.ee.

6.2. Communication between the Parties shall take place in the Estonian language. Upon agreement between the Parties, communication between the Parties may also take place in Russian or English. The Parties are required to immediately notify the other Party of all the circumstances which prevent or may prevent the performance of the Contract by either Party. The Customer is required to notify Ragn-Sells of any changes in the name, address, e-mail address and any other contact details as soon as possible but no later than within 14 days as of the change.

6.3. For the purpose of performing the Contract, Ragn-Sells shall have the right to record and save the Customer's phone calls made to the phones of the Service Centres of Ragn-Sells and the information phone line 6060439.

7. DEFINITIONS

7.1. Price List – the price list of the services and products established by Ragn-Sells which is available on the website of Ragn-Sells or made available to the Customer in any other manner.

7.2. Self-Service Portal – the service portal of Ragn-Sells on the Website for communication between the Parties and for sending information on the provision of the service.

7.3. Waste – substances or objects considered waste pursuant to the legislation.

7.4. Waste Truck – a vehicle intended for the collection of Waste.

7.5. Damaged Collection Receptacle - a Collection Receptacle which is lost, damaged, scribbled, stolen, completely or partially destroyed or damaged in any other manner.

7.6. Customer – a natural or legal person who uses, has used or has expressed an intention to use the services of Ragn-Sells or who is deemed to have subscribed to Organised Waste Transport in the waste transport area of his or her place of residence or business.

7.7. Website – the website of Ragn-Sells on the Internet at the address www.ragnsells.ee

7.8. Collection Receptacle – a Waste Bag, Collection Receptacle, Exchange Container or Press Container used for collection of Waste.

7.8.1. Waste Bag – a disposable collection receptacle of up to 150 litres which belongs to the Customer.

7.8.2. Container – a reusable plastic or metal Collection Receptacle on wheels or without wheels which has a lid and meets the EVS-EN 840-1-2012 standard and corresponds to the 80, 140, 240, 370, 660, 800, 1100, 1500, 2500 or 4500 litre type of container and which can be emptied, using a lifting mechanism, into a Waste Truck with a compaction press. The Container may belong to either the Customer or Ragn-Sells.

7.8.3. Press Container – a closed-top Exchange Container equipped with a Waste pressing device which is meant for collection of large amounts of compactable Waste

7.8.3. Exchange Container – a reusable metal collection receptacle of 7 to 10 or 14 to 30 m³ which is meant for collection of large amounts of waste (7 to 30 m³) and which is lifted on a Waste Truck with the Waste collected in it.

7.9. Organised Waste Transport – collection and transportation of municipal waste and/or other waste determined by the local government which is organised on the basis of subsection 66 (1) of the Waste Act in an area determined by the local government unit and under the terms and conditions determined by the local government.

7.10. Contract – a written or oral agreement entered into by and between the Parties on the basis of which Ragn-Sells provides the Services to the Customer.

7.11. Municipal Waste – any waste produced in household in the course of ordinary everyday activities and any waste which is produced in commerce, services and elsewhere which are similar in terms of composition and characteristics.

7.12. Party – the Customer or Ragn-Sells, jointly referred to as the Parties.

7.13. Ragn-Sells – Ragn-Sells AS, registry code 10306958, address: Suur-Sõjamäe 50A, 11415 Tallinn, info@ragnsells.ee

7.14. Mixed Municipal Waste – unsorted Municipal Waste.

7.15. Bulky Waste – waste with large dimensions produced in households, including but not limited to furniture, wooden doors, curtain rods, carpets, mattresses, sinks, bathtubs, toilet bowls.

7.16. Service – Waste (sorted and Mixed Municipal Waste) collection, transport, reuse and/or disposal service provided to the Customer by Ragn-Sells.

7.17. Standard Terms and Conditions – these Standard Terms and Conditions established by Ragn-Sells.