

OMØ A/S – General Terms and Conditions of Trade

1. Scope of Applicability

- 1.1. OMØ A/S, CVR no. 11511104, Islevdalvej 113-117, 2610 Rødovre (hereinafter “OMØ”) is part of Ragn-Sells Group and is therefore subject to Ragn-Sells code of conduct rules, available at:
<https://www.ragnsellsrecyclables.com/globalassets/recyclables/codeofconduct.pdf>.
- 1.2. OMØ's General Terms and Conditions of Trade (hereinafter “the GTCT”) apply in all agreements entered into by OMØ to perform work tasks within OMØ's business areas, which are boiler cleaning, including blast cleaning and UHP flushing, blower- and ventilation cleaning, corrosion protection and fire painting etc. as well as other services in this area.
- 1.3. The GTCT apply in all contractual relations engaged by OMØ with any legal entity or physical person to perform the work tasks mentioned in section 1.2 (hereinafter “the Customer”).

2. Agreement basis

- 2.1. Along with OMØ's offer and/or order confirmation or contract, the GTCT constitute the entire agreement basis between OMØ and the Customer unless otherwise agreed in writing.
- 2.2. OMØ's offer lapses 14 days after submission to the customer unless otherwise stated in the offer.
- 2.3. Increase of prices of 15% or more for materials, fuel or anything else that OMØ has to use to perform the work task allows OMØ to claim that the additional cost be covered by the customer.
- 2.4. Should the Customer not accept such additional payment as stated in section 2.3, OMØ is entitled to cancel the parties' agreement and to have work already performed remunerated.

3. The Customer's responsibility

- 3.1. As the work task to be performed by OMØ may cause damage to the Customer's machines, buildings, equipment etc. the Customer is obliged to in writing:
 - to specify the exact place for the work task to be carried out,
 - to inform OMØ if any special attention should be made concerning the Customer's machines, buildings, equipment etc. performing OMØ's work task to avoid damages,
 - to indicate if the Customer's machines, buildings, equipment etc. are particularly sensitive to the agreed work tasks in order for OMØ to take the necessary precautions to avoid injuries when performing the work tasks.

3.2. In the case of OMØ carrying out purification blasting in waste plant boilers and/or power-plant boilers for the Customer, it is incumbent on the Customer in addition to the obligations stated above in section 3.1. to perform the following tasks:

- ensure that any instruments for measuring temperature and pressure in the boiler as well as on the CTS control are switched off before blasting is carried out,
- secure that suction blower is in operation at blasting to create a negative pressure in the boiler,
- secure the monitoring and efficient removal of ash and slag via the transport system in the boiler after blasting has been carried out and between blasting, if more blasting is to be carried out.

3.3. Should the Customer fail to inform OMØ in writing of special circumstances to take into account when performing the work task, cf. section 3.1., and by blasting fail to perform one or more of the tasks listed in section 3.2. correctly, any damage on the Customer's machines, buildings, equipment etc. is solely the Customer's risk and responsibility.

4. Working environment

4.1. During OMØ's performing of the work task the Customer is responsible for the working environment and must, in accordance with current working environment legislation, prevent OMØ's staff from being exposed to health hazards or accidents.

4.2. The Customer is obliged to inform OMØ's staff of the dangerous conditions and circumstances at the workplace as well as of risks that may be associated with the use of tools and equipment made available to the staff by the Customer.

4.3. OMØ is obliged to notify the Customer of special risks associated with carrying out the work if the customer's equipment is used and has the right to require the Customer to carry out necessary preventive measures to avoid damage.

5. Delays

5.1. If has been agreed that OMØ shall perform the work tasks within a certain period of time and the Customer is not able give OMØ access to perform the work task within the agreed time, the Customer must give OMØ written notice thereof without delay.

5.2. Regardless of the reason why the customer cannot give OMØ access to carry out the work task, the customer shall compensate OMØ's losses by not being able to carry out the work task for the agreed period, which includes OMØ's costs for payroll costs, equipment rental costs, travel and subsistence costs and any other positive expenses that OMØ has had to bear.

5.3. If it has been agreed that OMØ shall perform a work task within a certain period of time and OMØ is not able to fulfill the task, OMØ must notify the Customer without delay. Upon

receipt of this notification from OMØ, the Customer is entitled to enter into an agreement with a third party to perform the work task. OMØ is not responsible for extra costs associated with the Customer agreement with a third party to perform the work task if OMØ's inability to perform the work task is due to strikes, lockouts, war, mobilization, unusual natural events, natural disasters, government orders, operational disruptions or due to fire, technical breakdowns, bankruptcy, suspension of payments, illness among OMØ's staff, including Corona or other diseases that might prevent OMØ from fulfilling its obligations.

5.4. Should the Customer raise a claim against OMØ as a result of OMØ not being able to carry out the work task within the agreed period, a claim for compensation can never exceed DKK 500,000 in total.

5.5. The Customer is not entitled to raise compensation claims for the Customer's operating loss, profit loss or other indirect loss as a result of OMØ not being able to fulfill the contract within the agreed period or as a result of OMØ's possible delays, regardless of the reason for this.

6. Responsibility

6.1. If OMØ has not performed its work tasks professionally correctly OMØ is entitled to remedy any defective work performed.

7. Liability period

7.1. Unless otherwise agreed OMØ is responsible for any defects in the work performed for a period of 6 months after the work has been performed. If no written complaint has been received by OMØ before the end of this period, the Customer may not invoke any deficiencies in the work performed.

8. Complaints

8.1. The Customer shall notify OMØ without undue delay by written notice if it turns out that the work has been performed inadequately. If the Customer does not complain without undue delay the Customer loses the right to exercise default rights.

9. Injuries

9.1. To the extent that damage may occur to the Customer's property, machinery or other equipment as a result of OMØ's work the Customer must take the necessary measures to ensure that the damage is limited.

9.2. To the extent that OMØ's work has caused damage to the Customer's buildings, machinery, equipment etc. as a result of accidental circumstances or negligence in execution of the work task, the liability is limited to DKK 500,000. When carrying out blasting tasks, however, OMØ's liability is limited to DKK 100,000.

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- 9.3. To the extent that OMØ has caused damage to the Customer's machines, buildings, equipment etc. OMØ is not liable for operating losses, profit losses or other indirect losses that the Customer may suffer.
 - 9.4. In addition to the limitation of OMØ's liability stated in section 9.2., also applies to the limitation, when blasting operations are carried out in waste boilers and/or power boilers, that the customer assumes the full risk of damage to the waste boiler's and/or the power boilers' pipes, pipes in walls, the boiler's walls and masonry, instruments, suction blower or transport system and including the reduction of their capacity or function after blasting. OMØ is thus not liable for this type of damage.

10. Payment

- 10.1. OMØ is entitled to charge installment payment for the execution of the work task, including payment for the rental of equipment, living expenses and other expenses. Invoices are issued with a 30-day payment deadline from the invoice date.
- 10.2. Should the Customer fail to pay OMØ's invoices in due time OMØ is - with 3 days' written notice - entitled to suspend the work task until the due amount is fully paid.
- 10.3. OMØ is entitled to claim interest on its receivable from the due date at the interest rate that applies in accordance with the legislation on interest in the event of late payment in Denmark.
- 10.4. OMØ is at all times entitled to use subcontractors to carry out the task and the above-mentioned limitations of liability also apply to the subcontractors.

11. Choice of law.

- 11.1. Disputes in connection with the agreement between the Customer and OMØ must be solved through mediation.
- 11.2. Should it not be possible to reach a solution through mediation, the dispute is not subject to the courts' review, but must be settled by arbitration in accordance with the Danish Act 2005-06-24 no. 533 on arbitration, and any disputes must be settled according to the general rules of Danish law.
- 11.3. OMØ is entitled to demand that disputes about payment for work performed to be judged by the courts in the Customer's country.