

General terms of agreement last updated 01.01. 2021

The terms below apply to agreements between Ragn-Sells AS and the customer, provided nothing else is stipulated in a separate written agreement.

1. Changes in the customer relationship

The customer is obliged to report any changes relating to the agreement (such as contact person, changes in telephone number, mail addresses and other addresses) at least 14 days before these come into force. If the changes have not been submitted within the time limit, Ragn-Sells AS has the right to invoice an NOK 1150, - change fee.

2. Property rights over the waste

The property rights over the waste are transferred to Ragn-Sells AS when Ragn-Sells AS has assumed possession of the waste.

If the customer has submitted an incorrect declaration of the waste, the property rights over the waste are not transferred to Ragn-Sells AS unless Ragn-Sells AS so demands this. When the property rights over the waste are not transferred to Ragn-Sells AS, the customer retains all liability (including the producer responsibility) for handling the waste pursuant to the rules and regulations in force. The provisions in the two preceding sentences apply regardless of who is in possession of the waste.

3. Information obligation

The customer is responsible for providing the correct information about the waste in bins and/or containers, such as information about the content and the amount. The customer is also liable for declaring (applies to hazardous waste) and for basic categorizing (applies to landfill waste) the waste pursuant to the rules in force unless it has been separately agreed that Ragn-Sells AS will do this. (Regulations on hazardous waste 2003 § 11). Ragn-Sells AS invokes the right to invoice the customer for this work. In the event of erroneous information received by Ragn-Sells AS, Ragn-Sells AS invokes the right to invoice the customer for all expenses related to the waste having a different composition, amount or other conditions than indicated.

4. Waste requiring a separate agreement before reception

The following waste is subjected to special restrictions and cannot be received or delivered without a separate agreement:

- Explosives
- Contagious waste
- Radioactive waste

Delivery of such waste without a separate agreement will lead to a deviation fee being charged. Ragn-Sells AS does not assume the property rights over or the liability for such waste unless a separate agreement has been entered into relating to the delivery of such waste and provided that the correct amount of such waste is delivered in accordance with the agreement.

5. Requirements regulating sorting of waste

All waste must be sorted according to the rules and regulations in force and the guidelines from Ragn-Sells AS, as found on www.ragnsells.no. Any violation of the sorting requirements may lead to a deviation fee being charged.

6. Personnel/work crews

Both parties must ensure that any work pursuant to the agreement is carried out by qualified personnel and that the work is performed pursuant to the rules, regulations and provisions in force.

7. Use of subcontractors

Ragn-Sells AS has the right to use subcontractors when carrying out work as established in the agreement. These subcontractors must comply with the same procedures and guidelines as provided in the agreement. Any inquiries from the customer must be addressed to Ragn-Sells AS and not to the subcontractor.

8. Direct deliveries to Ragn-Sells AS's facilities

A customer can only deliver waste directly to Ragn-Sells AS' facilities when a separate agreement on this has been entered into.

9. Other customer obligations

The customer will be invoiced for any waiting time that is not the result of deviations that Ragn-Sells AS is responsible for. Special permits for setting out containers and bins are the responsibility of the customer, but Ragn-Sells AS can be responsible for obtaining such permits according to a separate agreement with the customer. The customer is also responsible for ensuring that the ground and the surroundings (paving stones, asphalt, etc.) can withstand stress from the weight of a filled container. There is no compensation for such kind of damage, from Ragn-Sells.

Any demands for moving, relocating, collecting etc. proposed by the local authorities are the responsibility of the customer, but the follow-up action must be carried out by Ragn-Sells AS and invoiced to the customer. The customer is obliged to deposit waste in the bins/containers etc. so that collection and transport can be made safely, and so that restrictions relating to heights and loads/weights are complied with. In the event of a requirement to move or remove waste, Ragn-Sells AS reserves the right to invoice for the time used. The customer must ensure that there is open access to any equipment. Extra work to gain free access may be invoiced to the customer.

10. Rental and purchase of equipment

The customer must without undue delay inspect the rented or purchased object after receiving it. Ragn-Sells AS does not assume liability for any defects that should have been discovered through such an examination, and which are not reported to the company within one week after reception. Defects that were impossible to detect through the initial inspection must be reported as a claim without undue delay on discovery and at the latest three months after the equipment was received.

NB: Normal wear and tear on asphalt / ground may occur during delivery and collection of containers, this is normal and will not be eligible for compensation.

In the event of equipment defects or deficiencies not caused by the customer's use or treatment of the equipment, Ragn-Sells AS undertakes – according to its own choice – to repair the defect or deficiency, replace the equipment with new equipment or offer the customer a discount in the rental or purchase price. If the defect or deficiency is serious, and Ragn-Sells AS within a reasonable amount of time after receiving written notification of the product's defect or deficiency has not implemented rectifying measures, the customer may demand the cancellation of the purchase or rental contract. However, this does not apply to deficiencies due to material fatigue or defects in the metal.

The customer is liable for any loss, damage and general deterioration which cannot be ascribed to normal wear and tear during the rental period. The customer is also liable for maintaining the equipment during the rental period to the extent required to prevent loss of value which cannot be ascribed to normal wear and tear during the rental period. Ragn-Sells AS offers maintenance contracts.

When equipment is rented, Ragn-Sells AS has the right during the rental period to demand inspection of the rented equipment. Ragn-Sells AS has the right to carry out maintenance at the expense of the renter when maintenance of property owned by Ragn-Sells AS is neglected by the renter. Any equipment not furnished with wheels, and which naturally requires a vehicle to be moved, must not be relocated by the customer.

In the event of damage to the equipment, this must without undue delay be reported to Ragn-Sells AS. The customer is liable for any damage caused by the rental object. The customer must ensure that the equipment is placed so that any third party cannot damage or vandalise the equipment. The customer is also liable for damage caused by inappropriate use of the equipment. This applies to the equipment itself and any damage to other equipment, people, animals or surroundings or environment.

Rental fees are calculated starting on the day the equipment is made available to the customer and includes the day the equipment is collected by Ragn-Sells AS. Any extra materials and equipment will be invoiced separately. The customer does not acquire property rights to rented equipment unless this has been separately agreed.

Ragn-Sells AS carries no liability or risk for delayed delivery or collection of equipment when this is due to circumstances beyond the control of Ragn-Sells AS. Collection equipment will be set out in the size agreed or booked as far as this is possible.

11. SmartBag – special provisions

A SmartBag can be placed a maximum of five meters from a truck parking space. The truck collecting these bags is three metres wide and ten metres long and needs 4.5 metres of free height. It is the customer's responsibility to make sure that the bags are correctly placed according to the above information, and according to any local provisions concerning fire and traffic safety.

The following types of waste cannot be discarded in a SmartBag: Tires, food waste and hazardous waste, unless a special agreement has been entered into about this. See also Item 5. If these bags contain such waste, or are overfilled, Ragn-Sells AS will invoice the customer a deviation fee. Bags not labelled with special fraction/type of waste will be categorized as mixed waste.

12. Prices and price adjustments

If a price has not been agreed upon in advance, the standard price list from Ragn-Sells AS in force at any point in time applies. All prices are stated exclusive of Norwegian MVA (value-added tax).

Ragn-Sells AS's prices are adjusted annually, normally as of 1 January. Notification of any price changes that come in addition to the annual price adjustment will be given by Ragn-Sells AS one month in advance through the invoice, e-mail or other special notification.

If the expenses incurred by Ragn-Sells AS for processing duties, payment to customers who have delivered waste fractions that Ragn-Sells AS pays for (credit fractions), or other expenses incurred by Ragn-Sells AS are changed, Ragn-Sells AS has the right to change the prices immediately, applicable from the first day of the subsequent month.

Invoicing of rent may be made in advance prior to the commencement of the rental period, unless otherwise agreed.

The basis for the prices and stipulated delivery and collection times is that Ragn-Sells AS complies with the rules, regulations and provisions that are in force at any point in time, as well as the collective bargaining agreements that are in force and that are relevant for the personnel and equipment Ragn-Sells AS uses. The customer cannot demand that Ragn-Sells AS should break relevant rules to satisfy the customer's needs.

Payments for the rates for toll roads, extraordinary parking fees in urban centres, rental of street space etc. are changed during an agreement period, Ragn-Sells AS has the right to invoice an extra amount for such increased expenses as well as an administration fee. Such extra invoicing must be stated on a separate line in the invoice for goods or services delivered. Any fees pursuant to section 12-2 of the Waste Regulations (public fee for declaration of hazardous waste) will be invoiced by Ragn-Sells AS and will come in addition to the ordinary payment to Ragn-Sells AS for services rendered. If during the agreement period there are changes in laws, regulations or other types of provisions determined by the authorities, and which influence the business operations of Ragn-Sells AS, the company reserves the right to make immediate adjustment of prices to compensate for such changes.

13. Price indexing of credit fractions

For credit fractions (payment to customers who have delivered waste fractions which Ragn-Sells AS pays for) the value of the fraction will be indexed on a monthly basis in accordance with corresponding international commodity indices, such as Celsa and FOEX.

14. Terms of payment

Invoicing is conducted in arrears after each collection of waste, with the payment deadline 14 days after this date. If payment is not made within the deadline, Ragn-Sells AS has the right to demand interest pursuant to the Norwegian Act relating to Interest on Overdue Payments from the due date in the invoice. Ragn-Sells AS will additionally demand payment of reminder fees and all expenses relating to collection of payment. Debt collection will be implemented without any further notice if the outstanding amount has not been paid within 14 days after the reminder notice. If payment is not made, Ragn-Sells AS will immediately terminate performance of the assignment.

15. Legal Charge

If otherwise agreed Ragn-Sells will take a deposit (in the supplied products) as security for the purchase sum, including interests and other costs, until the purchase is paid in total regarding "panteloven § 3-14 flg.

16. Complaints, breach of contract and compensation

In the event of breach of contract by Ragn-Sells AS, the customer undertakes to immediately complain in writing to the following e-mail address: reklamasjon@ragnsells.no.

Ragn-Sells AS has the right to rectify matters or undertake a new delivery. If Ragn-Sells AS does not succeed within a reasonable period of time to fulfil its obligations, the buyer has the right to cancel the agreement. In the case of non-payment by the buyer, Ragn-Sells AS is free to choose to terminate any ongoing work assignment for the buyer pursuant to this and any other agreement between the parties. Ragn-Sells AS is not liable for any loss of profit, indirect loss, consequential loss or other loss suffered by the customer. Ragn-Sells AS is not liable for and does not carry any risk for delayed delivery when this is due to circumstances beyond the company's control.

17. Transference

The customer may not transfer rights or obligations pursuant to this agreement to any other party without prior consent by Ragn-Sells AS. Even if consent is granted, an administration fee will be incurred.

18. Agreement period and termination of contract

Unless otherwise agreed, the agreement enters into force on signature or verbal acceptance of the terms offered. The agreement continues to be in force with a mutual period of notice of six months. The parties have the right to immediately terminate the agreement if:

- the other party does not pay, initiates debt-settlement composition proceedings or petitions for bankruptcy, or is found insolvent
- rental equipment is subjected to neglect.

- the other party is guilty of breach of contract and has not carried out the necessary rectification within 14 days after written request for correction.

When an agreement is terminated, Ragn-Sells AS has the right to demand compensation for expenses incurred in connection with the breach of contract, related to, for example, collection of material, repair or similar.

19. Impediments

If completion of the agreement is wholly or partly impeded or made difficult by circumstances beyond the control of the parties, the obligations of the parties will be suspended for the time these circumstances last. Such circumstances include, but are not restricted to, strikes, lockouts or any circumstance which Norwegian law would find to lie beyond the control of the parties. Each party may cancel the agreement with a month's notice if the situation beyond the control of the parties renders it particularly difficult to maintain the agreement.

20. Requirements for notifications and consent

Notification of price changes beyond the annual price adjustment, cf. Item 13, must be sent by Ragn-Sells AS one month in advance of the invoice, by e-mail or other separate notification, cf. Item 13. Changes that do not involve a serious disadvantage for the customer may be notified by information posted on the Ragn-Sells AS website. Information about the change must be given clearly. If the customer's consent is required to implement changes, consent will be considered granted through the customer's payment of the invoice after the expiration of the notification period. If the customer does not consent, Ragn-Sells AS has the right to cancel the contract with one month's notice.

21. Changes to general agreement terms

Ragn-Sells AS is free to decide to change the general agreement terms. Changes enter into force from the point in time determined by Ragn-Sells AS. However, considerable changes in the customer's disfavour require consent from the customer. Changes due to circumstances beyond the control of Ragn-Sells AS, as well as changes that do not imply disadvantage for the customer, can be carried out immediately.

22. Processing of personal data

Ragn-Sells AS follows the rules and regulations for GDPR regarding personal information. Personal data provided to Ragn-Sells is processed in accordance with applicable privacy laws and Ragn-Sells guidelines. The data will mainly be used to plan, carry out and follow up on delivery of services, and may also be used by Ragn-Sells AS subcontractors.

Information and marketing materials can be sent to customer by using information in the Ragn-Sells customer register. Customer may choose if they wish to receive information from Ragn-Sells AS and may be notified at any time in writing to Ragn-Sells customer service if customer does not oppose personal data for marketing purposes.

Personal data is stored in the time period as appropriate. That is, as long as the customer has a relationship with Ragn-Sells AS, and for a period of time after termination of customer agreement so that the customer can exploit the benefits of being a customer of Ragn-Sells AS.

Further information on how Ragn-Sells AS processing personal data can be found at www.ragnsells.no.

23. Legal venue

Unless otherwise agreed, Nedre Romerike District Court is the legal venue for any disputes stemming from a contract with Ragn-Sells AS.