

1. **About us:**

- 1.1. **be'ah details.** Oman Environmental Services Holding Company SAOC “be'ah” (CR number 1022384) (**be'ah, we** and **us**), is the company entrusted with the management and operation of the waste sector in the Sultanate of Oman under Royal Decree (46/2009) and our registered office is at Postal Office Box 1188, Postal Code 130, Bousher, Muscat, Sultanate of Oman. We operate the website [www.beah.om](http://www.beah.om).
- 1.2. **Contacting us.** To contact us, telephone our customer service team at [1881] or email [[iw.operations@beah.om](mailto:iw.operations@beah.om)].

2. **Definitions:**

- 2.1. **Entity:** any person, business, or other legal entity.
- 2.2. **Hazardous Waste:** is waste that causes or poses a threat to a person or the environment due to their physical, chemical or biological nature, which may arise from oil and gas activities, manufacturing processes, energy and water production activities, industrial activities and health services.
- 2.3. **Hazardous Waste Transporter:** Hazardous waste transporters are individuals or entities that move hazardous waste from one site to another by highway, rail, water, or air. Hazardous Waste Transporters play an integral role in the hazardous waste management system by delivering hazardous waste from its point of generation to ultimate destination. This includes transporting hazardous waste from a generator's site to a facility that can recycle, treat, store or dispose of the waste. It can also include transporting treated hazardous waste to a site for further treatment or disposal.
- 2.4. **Manifest:** Manifest is a tracking document used to track the waste from point of generation to the final disposal (cradle to grave concept). This document can be considered as a proof of waste destruction / treatment.
- 2.5. **IWTF:** Industrial Waste Treatment Facility in Sohar.
- 2.6. **Representative:** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.
- 2.7. **Waste Generator:** is any Entity that generates waste as part of their operation and been registered through be'ah's website and filled out a manifest document.

3. **General Terms and Conditions:**

- 3.1. **Our Contract.** These are the Terms and Conditions (**Terms**) which state the responsibilities of Waste Generator (**Waste Generator**) to be'ah, where be'ah will receive and treat the waste, and the Waste Generator is ultimately released of any responsibilities relating to the waste as long as all terms and conditions mentioned in this contract are met and the Waste Generator has fully paid the fee(s) associated with the full treatment of the waste described in the Terms.
- 3.2. The waste classification will be conducted according to be'ah's waste classification guidelines.
- 3.3. Waste Generator is responsible for providing the correct data to be entered and he will be held accountable for any incorrect or misleading information.
- 3.4. The Waste Generator is responsible to follow the Waste Acceptance Criteria for each manifest that is communicated through the online Manifest system during the manifest acceptance process.



## be'ah Terms & Conditions for Waste Generator



- 3.5. Language.** These Terms and Conditions are made only in the English language.
- 3.6.** Waste Generator is responsible to print a copy of these Terms or save them to your computer for future reference.
- 4. Obligations of the Waste Generator:**
- 4.1.** The Waste Generator is responsible that the packaging of the waste is complying and all hazardous waste shall be packed in UN approved containers unless alternatives are approved by be'ah.
- 4.2.** Waste Generator is obliged to create a manifest through be'ah online system and fill in the details required on the manifest, in order to identify the Waste Generator and to enable tracking of the waste streams and ensure safe handling and disposal of the waste. This relates to your both details and information about the waste.
- 4.3.** The manifest number and details must be clearly visible on all packaging / containers by means of a label that will be available after applying for the Manifest through the online system.
- 4.4.** The correct label must be clearly visible on packaged waste this is available in the manifest system.
- 4.5.** The Waste Generator must take all necessary measures not to subject any individual to any of the risks associated with the handling of the waste.
- 4.6.** The Waste Generator must take all necessary measures not to control the risks associated with the transportation of the waste.
- 4.7.** The weight of the waste must be identified / estimated on the manifest, however, the actual weight will be captured by be'ah when entering the Industrial Waste Treatment Facility (IWTF). The weight registered at be'ah's facility is considered the final weight, and the amount of waste treatment will be calculated accordingly.
- 4.8.** Each batch of waste shall have one manifest to be used only for one month and the Waste Generator is responsible to create a new manifest for each month.
- 4.9.** All mandatory fields in the Manifest form must be filled.
- 4.10.** The manifest document shall be printed into 3 copies (a copy to the following: Waste Generator, Transporter and be'ah).
- 4.11.** The Waste Generator is responsible for ensuring that the manifest is signed and stamped by the company's representative, the transporter and be'ah representative at the waste treatment facility.
- 4.12.** The manifest document shall be retained for a period not less than 5 years.
- 4.13.** The Waste Generator will be informed regarding the transportation, handling, packaging and labelling of the Hazardous Waste.
- 4.14.** In some cases, be'ah may instruct the Waste Generator to analyze the waste before transporting it to the IWTF, in other cases the waste shall be kept in a quarantine area at be'ah's facility until a sample is analyzed. In any case, the necessity of those requirements mentioned in this sub-clause herein will be decided solely by be'ah. The cost of the analysis will be borne by the Waste Generator.
- 4.15.** The analysis required as per clause no. (4.13) will be conducted and evaluated according to be'ah's waste classification guidelines.
- 4.16.** The intensity of analysis can be changed based on the consistency of the results of the same waste type. This will be decided solely by be'ah.
- 4.17.** In case of any non-conformances observed or wrong information given on the waste, transportation, handling, packaging or labelling, the Waste Generator will be notified and



## be'ah Terms & Conditions for Waste Generator

a Non-Conformance Report (NCR) will be issued and NCR charges will be applied as per clause no. (7.2).

- 4.18. The weight captured at the IWTF by be'ah is always considered as the final weight received for treatment.
- 4.19. The Hazardous Waste Transporter shall be certified by the relevant authority and accepted by be'ah.
- 4.20. The waste ownership and liability will be under the Waste Generator until it is received at the treatment facility and checked for conformance, and the Waste Generator settles the relevant treatment fees.
- 4.21. In case of any rejection due to non-conformance, the Waste Generator shall be responsible for the Hazardous Waste, and has to ensure that the waste is returned to his facility at his own cost.

### 5. Transport:

- 5.1. The waste must only be transported by a Hazardous Waste Transporter that holds the appropriate licenses and approvals for transporting hazardous waste. The Hazardous Waste Transporter is to be selected from the list in the manifest form and the Waste Generator shall make sure that the transportation is done through proper trucks. The payment for transport must be settled in full by the Waste Generator.

### 6. Payment:

- 6.1. The treatment fee will be calculated by be'ah's waste evaluator and is non-negotiable. Besides the treatment fee, there might be additional fees for waste analyses and / or pretreatments and handling, where the Waste Generator will be notified accordingly.
- 6.2. Once the waste is accepted and the agreed fee is paid in full, there will be no further costs for the Waste Generator unless stated otherwise.
- 6.3. The Waste Generator shall pay be'ah for the Waste delivered on monthly basis. Payment is due within 30 days from the date of invoice.
- 6.4. be'ah reserve the right to revoke the aforementioned payment term and apply advance payment or a bank guarantee / security deposit to grant a payment term to the Waste Generator.

Description	Rate per Ton (in OMR)
Inert Landfill	7
Single Lined Landfill	15
Double Lined Landfill	21
Solidification	72
Incineration, PCT & others	92 to 3,000

- 6.5. The above rates are subject to change and the Waste Generator will be notified in advance.
- 6.6. The minimum fee for waste going to the landfilling, solidification and special treatment is equal to the disposal fee of 1 ton.
- 6.7. Admin charges of 50 OMR per transaction will be applied for waste below 1 ton for waste going for other treatment than the above.

- 6.8.** The above rates are excluding VAT.
- 6.9.** If the Waste Generator fails to make a payment due to be'ah under these Terms by the due date, then, without limiting be'ah's remedies under clause no. (8), the Waste Generator shall pay a penalty of a half percent (0.5%) per day for each day of delay and subject to a maximum of ten percent (10%) of unpaid fees.
- 6.10.** The pre-acceptance Sampling and Analysis Test charges will be determined based on the Evaluation team recommendation during the evaluation process. The charges will be determined based on type of waste and the parameters to be tested.
- 6.11.** The payment of the Sampling and Analysis Test charges shall be made in advance.

**7. Non-Conformance:**

**7.1.** In case of any non-conformances observed in the aforementioned clauses such as the below but not limited to it:

- Not following the Waste Acceptance Criteria.
- Wrong information related to the waste.
- Mixing of waste types.
- Transporter or truck is not authorized.
- Waste labeling not correct.
- Packaging condition.
- Using the Manifest beyond the specified month (not adhering to clause no. 4.8).
- Others.

**7.2.** be'ah reserve the right to charge non-compliance charges with minimum of 100 OMR for single Incidents / packages and 500 OMR for full truck-load or similar.

In line to the above clause, be'ah reserve the right to claim for additional charges for damages in assets, personal and environment caused by NCR. This will be communicated through a default notice.

**8. Suspension of Services:**

**8.1.** Without limiting any of be'ah's other rights, be'ah may suspend its services to Waste Generator with immediate effect by giving written notice to you if:

- 8.1.1.** Waste Generator commit a material breach of the Terms and (if such a breach is remediable) fail to remedy that breach within 30 days of Waste Generator being notified in writing to do so;
- 8.1.2.** Waste Generator fail to pay any amount due under the Terms on the due date for payment;
- 8.1.3.** Waste Generator suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- 8.1.4.** Waste Generator financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.



**9. Communications between us:**

- 9.1.** When we refer to "in writing" in these Terms, this includes email.  
**9.2.** Any notice or other communication is given by any party to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.  
**9.3.** A notice or other communication is deemed to have been received.

**10. General:**

**10.1. Assignment and Transfer.**

**10.1.1.** We may assign or transfer our rights and obligations under the Contract to another Entity.

**10.1.2.** Waste Generator may only assign or transfer your rights or your obligations under the Contract to another Entity if we agree in writing.

**10.2. Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**10.3. Third-party Rights.** The Contract is between be'ah and the Waste Generator; no other person has any right to enforce any of its terms; unless be'ah exercises its right on clause no. (10.1.1).

**10.4. Governing Law and Jurisdiction.** This Contract is governed by the Omani law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Omani courts.

