

GENERAL PURCHASING CONDITIONS OF BAS VAN DEN ENDE RECYCLING B.V.

Article 1 General

- 1.1 **Bas van den Ende Recycling B.V.**, having its registered office in Hoek van Holland and registered with the Chamber of Commerce under number 52554481.
- 1.2 In these general purchasing conditions, the terms below are defined as follows:
- general acceptance policy: the acceptance regulations for the receipt of waste materials at the buyer's establishment applicable at the time of actual delivery. Each site is an independent establishment and each establishment has its own acceptance regulations. This can also be accessed at bvder.nl.
 - client/buyer: Bas van den Ende Recycling B.V. or its affiliated legal entities or natural persons;
 - personnel: the staff members, assistants, hired staff members or third parties to be assigned by the client or the contractor for the performance of this agreement;
 - contractor/seller: the natural person or legal entity that supplies goods to or performs services for the client/buyer;
 - agreement: the agreement to which these general conditions apply. This always includes each contractor or subcontractor agreement, each agreement relating to the purchase of goods for the delivery of services and/or to the purchase of services and any other purchase or other order issued by the client.

Article 2 Applicability of general purchasing conditions and formation of the agreement

- 2.1 These general purchasing conditions apply to all offers and agreements by which the contractor/seller provides goods or services of any nature to the client/buyer, even if these goods or services are not defined or further described in these conditions.
- 2.2 Any deviation from these general purchasing conditions will be valid only if explicitly agreed to in writing. If the offer or agreement relates to offering waste materials to the client/buyer, the general acceptance policy for the relevant site where the waste materials are offered applies additionally and, if necessary, in deviation from these general purchasing conditions. This general acceptance policy can be accessed at bvder.nl.
- 2.3 All offers by the contractor/seller are irrevocable for three months unless it is unambiguously clear from the offer that it is non-binding.
- 2.4 The costs of preparing an offer are payable by the contractor/seller.

- 2.5 If the contractor uses drawings, designs or models, specifications, inspection rules and the like provided or approved by the client for performing the agreement, they will form an integral part of the agreement. The contractor's obligations under Section 7:754 of the Dutch Civil Code will continue to apply in full.
- 2.6 The agreement will be concluded only if an authorised person acting on behalf of the client/buyer accepts an offer by the contractor/seller and a purchase order is subsequently issued. By accepting the offer, the client/buyer agrees to these general purchasing conditions being declared applicable.
- 2.7 If any provision of these general purchasing conditions is void or voided, the other provisions of these general purchasing conditions will remain fully applicable and the client/buyer and the contractor/seller will consult to agree on new provisions to replace the void or voided provisions, considering the aim and purpose of the void or voided provision as far as possible.

Article 3 Prices and amendments to the agreement

- 3.1. Unless expressly agreed otherwise in writing, agreed prices are based on delivery 'Delivered Duty Paid', in accordance with the most recent version of Incoterms at the time of concluding the agreement, including all delivery and other costs and excluding VAT.
- 3.2. Price increases are and will remain the contractor's/seller's responsibility, even after the conclusion of the agreement. This applies regardless of the period that elapses between the date of conclusion of the agreement and its performance.
- 3.3. If it turns out during the performance of the agreement that its proper performance requires amendments or additions to the work to be performed, the parties will adapt the agreement accordingly in due time and by consultation. If the contractor/seller refuses to accept a reasonable proposal from the client/buyer to amend the contract, the client/buyer may terminate the contract in accordance with the provisions of Article 10.1 of these general purchasing conditions. Amendments to the contract will apply only if the client/buyer and the contractor/seller have agreed to them in writing.

Article 4 Quality and description of the goods to be delivered

- 4.1. The contractor/seller undertakes to the client/buyer to deliver the goods in the description, quality and quantity as specified in the purchase order.

- 4.2. If the goods to be supplied involve offering waste materials to the client/buyer, the general acceptance policy must also be observed. The provisions of this article do not affect the provisions of Article 2.2 of these general purchasing conditions.
- 4.3. The client does not warrant in advance that any design drawings, work and detailed drawings, models, photographic images, samples, drafts, logos, specified dimensions, quantities, designs, colours, materials and/or other data that it provides to the contractor are correct and adequate and can therefore be used without further examination.
- 4.4. The contractor warrants that using the goods it supplies or services it performs, including their resale, will not infringe any trademark, patent, trade name, design right, copyright or any other right of third parties. The contractor indemnifies the client against third-party claims arising from any infringement of the above rights and the contractor must compensate the client for all resultant damage.

Article 5 Delivery

- 5.1. Delivery must occur in the manner, at the time, with the specification and in the quality and quantity as indicated in the order or assignment, with due observance of any written amendments that have been made since the date of the order or offer.
- 5.2. Delivery occurs at the agreed shipping or other address, 'Delivered Duty Paid', in accordance with the most recent version of Incoterms at the time of concluding the agreement.
- 5.3. Unless agreed otherwise in writing, the contractor is not entitled to make partial deliveries. If making partial deliveries has been agreed, the provisions of these general purchasing conditions relating to deliveries also apply to each partial delivery.
- 5.4. Delivery also means the delivery of all corresponding auxiliary materials and all corresponding documentation. If waste materials are delivered, this always means an accompanying document, being an accompanying letter within the meaning of the Environmental Management Act (*Wet milieubeheer*), an Annex VII document within the meaning of the Basel Convention, a notification within the meaning of the European Waste Shipment Regulation, or any other accompanying document prescribed under international or national law.
- 5.5. The agreed delivery time and/or completion period are strict deadlines as referred to in Section 6:83 sub a of the Dutch Civil Code. If this period is exceeded, the contractor will be in default by operation of law, with no need for any further notice of default. The contractor must inform the client in writing without delay if they know or ought to know that the

agreement will not be performed, will not be performed on time, or will not be performed properly.

- 5.8. If the client requests the contractor to postpone delivery, the contractor must store, secure and insure the goods properly and identifiably intended for the client. If this entails additional costs for the contractor, the client and the contractor will consult in advance on the apportionment of these costs and how they will be settled.
- 5.9. Delivery is completed when the client or someone acting on its behalf takes delivery of the goods and the client has signed in writing for approval of the delivery. If waste materials are delivered, delivery is finished when final acceptance is completed in accordance with the general acceptance policy for the relevant site.
- 5.10. The contractor may not suspend their delivery obligation if the client has failed to comply with one or more of its obligations.

Article 6 Testing and inspection

- 6.1 The client may always subject the goods (to be delivered or that have already been delivered) or the work to an inspection or have such an inspection carried out. The contractor must cooperate fully in this regard.
- 6.2 The costs of the inspection, as mentioned in Article 6.1, are payable by the contractor if the goods or work are rejected by or on behalf of the client. If an inspection is carried out for the purpose of complying with the general acceptance policy, these costs are automatically payable by the contractor.
- 6.3 The contractor cannot derive any rights from the results of an inspection or examination as referred to in Article 6.1 or from the absence of them.
- 6.4 If the goods or work are rejected, the client will inform the contractor of the inspection result and the reason for rejection.
- 6.5 After rejection, the contractor must ensure repairs or replacement free of charge within a period to be determined by the client. The client chooses between repairs or replacement. The client also has the option to expressly decide against repairs or replacement.
- 6.6 If the contractor fails to comply with the obligation under Article 6.5 within the specified period or to the client's satisfaction, the client may carry out or have the repair or replacement work carried out at the contractor's expense.

- 6.7 The client will store the rejected goods (or have them stored) at the contractor's risk and expense. If the contractor does not collect the rejected goods within 14 days of notification of the rejection, the client may return these goods to the contractor at the contractor's risk and expense. If the contractor refuses to accept the goods, the client may store, sell or destroy these goods at the contractor's risk and expense.

Article 7 Payment

- 7.1 The client and the contractor authorise each other to invoice digitally. The client may at any time require the contractor to send invoices by post from the date of its request.
- 7.2 Unless agreed otherwise in writing, payment must be made within thirty (30) days of the invoice date.
- 7.3 Payment by the client in no way implies an acknowledgement or a waiver of rights.
- 7.4 The client is always entitled to deduct claims that the contractor has against the client from claims it has against the contractor on any basis.
- 7.5 As security for the fulfilment of the contractor's obligations, the contractor must have an unconditional and irrevocable bank guarantee issued by a banking institution that is acceptable to the client immediately at the client's request. The costs of the bank guarantee are payable by the contractor.
- 7.6 All costs that the contractor incurs in relation to performing the agreement are payable by the contractor.

Article 8 Liability and insurance

- 8.1. The contractor is liable for all damage or loss that the client incurs, regardless of whether the damage or loss was due to failure by the contractor to comply with their obligations or is the result of any other act or omission of the contractor, their personnel or third parties they hire. The contractor's liability extends to both direct and indirect damage or loss as well as consequential damage or loss. This always includes, but is not limited to, trading loss, environmental damage, damage to materials, equipment, personal property of personnel and other items, bodily injury, penalties that the client must pay for exceeding periods, and judicial and extrajudicial costs.
- 8.2 The contractor must fully indemnify the client against all third-party claims in connection with the agreement concluded between the client and the contractor.

- 8.3 If several contractors have cooperated to make the offer or enter into the agreement, they will be jointly and severally liable to the client for all obligations under the agreement as well as for the payment of compensation if the agreed obligations are not, not punctually or not fully complied with, and for the damage or loss referred to in this article.
- 8.4 The contractor must ensure that they are insured against liability at their own expense and allow the client to inspect the relevant insurance policy on request. This insurance obligation also extends to the personnel and auxiliary materials involved in any way in performing the agreement.
- 8.5 If the insurance does not proceed to pay in any case, or the damage or loss caused by the contractor is not covered by the insurance, the contractor will still be liable for the full amount of the damage or loss.
- 8.6 The client is not liable for damage or loss that the contractor or third parties involved in performing the agreement suffer unless the damage or loss is the direct and clear result of an intentional act or omission or wilful recklessness of the client's managerial staff.
- 8.7 If the contractor/seller fails to comply with one or more obligations under these general purchasing conditions, the contractor/seller will immediately and with no further notice of default forfeit to the client/buyer a penalty, not subject to judicial mitigation, of €1,000 (*one thousand euros*) for each breach, plus €250 (*two hundred and fifty euros*) for each day or part of a day that the breach continues, notwithstanding the client's/buyer's right to specific performance or to full compensation.

Article 9 Termination

- 9.1 The client is entitled to fully or partially terminate the agreement by written notice with no prior notice of default or judicial intervention, or to terminate it with immediate effect, if:
- (i) the contractor fails to comply with their payment or other obligations and, after having been given a written demand to do so, does not fully remedy their breach(es) within seven (7) days;
 - (ii) the contractor is granted a provisional or final moratorium on the payment of their debts;
 - (iii) a petition is filed for the contractor's bankruptcy, their company is liquidated or discontinued, or if the contractor is a natural person, they apply for admission to the Debt Restructuring (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen*) or a petition to that effect has been filed;
 - (iv) as a result of the issue, transfer or other transmission of shares, or as a result of the transmission of voting rights attached to shares, control of the activities of the

contractor's business is acquired by one or more other parties within the meaning of the S.E.R. Resolution concerning the Merger Code (*S.E.R.-besluit fusiegedragsregels*) 2015 (regardless of whether such rules apply to the relevant acquisition), or the composition of its management board changes;
and without the client being liable for any compensation, payment or restitution because of this termination.

9.2 If the client terminates the agreement, the contractor is liable for damage or loss suffered by the client, including loss of profit.

Article 10 Force majeure

- 10.1. Force majeure means circumstances that prevent compliance with obligations and cannot be attributed to the client or the contractor. If and to the extent these circumstances make compliance impossible or unreasonably difficult, they include war, threat of war, civil war, riots, acts of war, fire, water damage, flooding, exclusion, import and export barriers, government measures, defects in machinery and disruptions in the energy supply. Force majeure on the part of the contractor never includes lack of personnel, strikes, breach of contract by third parties hired by the contractor, failure of auxiliary materials, or liquidity or solvency problems at the contractor.
- 10.2. The contractor may not rely on force majeure if the circumstance that prevents performance or continued performance occurs after the contractor should have complied with their obligations.
- 10.3. If one party has a force majeure event, performance of the agreement will be fully or partially suspended for the duration of the force majeure period, without either party being obliged to pay any compensation.
- 10.4. If the force majeure situation lasts more than ninety (90) days, the other party may terminate the agreement by registered letter with immediate effect and without judicial intervention, without this giving rise to any right to compensation.
- 10.5. If the contractor has already partially complied with their obligations when the force majeure starts or is only able to partially comply with their obligations, they will only be entitled to invoice the part already delivered separately, to the extent that part has independent value and the client benefits from that value. This determination is at the client's discretion.

Article 11 Applicable law and exclusions

- 11.1 Only Dutch law applies to all agreements to which these general purchasing conditions have been declared applicable.
- 11.2 The Vienna Sales Convention (CISG) does not apply, nor does any other international regulation whose exclusion is permitted.
- 11.3 The contractor's/seller's right to full or partial termination, suspension or retention is excluded.

Article 12 Language

The Dutch text of these general purchasing conditions constitutes the only authentic text. If there is any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text prevails.

Article 13 Competent court

Disputes between the client/buyer and the contractor/seller arising from or relating to an agreement or its performance will be settled exclusively by the competent court in Rotterdam.