

# GENERAL CONDITIONS

Renewi Nederland B.V. (2021)



## SECTION I - GENERAL CONDITIONS

### 1. DEFINITIONS

The following definitions apply in these conditions:

**Acceptance:** confirmation, no later than at the Processing Plant, that both the nature, characteristics and composition of the Waste Materials being offered and the manner in which they are offered, comply with the Agreement, the information that the Customer has provided thereon and/or the applicable statutory regulations and/or provisions.

**Acceptance Terms:** the regulations applied by or on behalf of the Contractor in relation to the volume, nature, characteristics and composition of the Waste Materials themselves and the manner in which these must be offered to the Contractor, with the Contractor being entitled to amend and/or supplement these terms from time to time.

**Waste Materials:** all materials, specimens or other products, including hazardous materials, which the Principal, with a view to their removal, is disposing of or wishes to dispose of, offered or intended to be offered to the Contractor in the context of an Agreement concluded between the Parties or a quotation for such an Agreement.

**Processing Plant:** the plant at which waste materials are rendered suitable for reuse, useful application or are destroyed or where waste materials are stored or transferred.

**Collection Equipment:** all equipment such as containers, bins, pallets, vehicles and so forth designed for the collection, temporary storage, transportation and/or removal of the Waste Materials.

**NEA Index/ Panteia Index:** the cost index for general and special road transport, taking account of the wage and price datum within the transportation industry, published annually by Panteia B.V., whose registered office is in Zoetermeer.

**Principal:** natural or legal person who concludes an Agreement with the Contractor or requests a quotation for that purpose.

**Contractor:** Renewi Nederland B.V., whose registered office is in Maarheeze, being the user of the General Terms and Conditions, or any one or more of its affiliated group companies using the General Terms and Conditions.

**Parties:** the Contractor and the Principal.

**Agreement:** every agreement between the Contractor and the Principal.

**General Terms and Conditions:** these terms and conditions of the Contractor.

### 2. APPLICABILITY

- 2.1. The General Terms and Conditions apply to the formation, content and performance of the Agreement and also to all other legal transactions and legal relationships between the Principal and the Contractor.
- 2.2. The application to the Agreement of any general conditions used by the Principal, howsoever described, is hereby explicitly excluded.
- 2.3. The General Terms and Conditions are applicable to all legal relationships between the Principal and the Contractor, including after the Agreement comes to an end. The General Terms and Conditions are also applicable to all subsequent Agreements with the Principal.
- 2.4. The Contractor reserves the right to amend or supplement the General Terms and Conditions unilaterally during the term of the Agreement. Amendments or supplements will be notified to the Principal in writing and will be introduced at such time as may be specified by the Contractor.
- 2.5. The Acceptance Terms, which are in force at the time the Waste Materials are handed over by or on behalf of the Principal for processing, are hereby declared applicable.
- 2.6. The Acceptance Terms form part of the Agreement. The Contractor reserves the right to amend or supplement the Acceptance Terms unilaterally during the term of the Agreement.
- 2.7. In the event of any discrepancy between the General Terms and Conditions and the Acceptance Terms, the most restrictive terms will apply in relation to the Principal.

### 3. QUOTATIONS AND FORMATION OF AGREEMENTS

- 3.1. If and to the extent that quotations by the Contractor are based on information (including samples) provided by or on behalf of the Principal, then the Contractor will be entitled to assume that such information is accurate and complete.
- 3.2. Quotations issued by the Contractor are entirely without obligation; the Principal may not derive any rights from them.
- 3.3. The Contractor is only bound by a quotation once that quotation has resulted in a written Agreement, signed by the Contractor, or else if that quotation is accepted by the Principal and the Contractor has not immediately (i.e. within no more than five working days) revoked the accepted quotation after its acceptance by the Principal. The Contractor is only bound by an order issued by the Principal, where it is not based on a prior quotation issued by the Contractor, once the Contractor has confirmed to the Principal the written order issued to the Contractor or, failing written confirmation, once the Contractor has actually started with the work that has been ordered.
- 3.4. The Principal becomes bound after it has issued an order to the Contractor or has accepted a quotation issued by the Contractor. Notwithstanding the provisions in Article 6:225(2), Dutch Civil Code ("DCC"), an acceptance issued by the Principal that deviates from a quotation on subsidiary points does not bind the Contractor, but an Agreement will then be finalised on the conditions and provisions contained in the Contractor's quotation.

### 4. DURATION, EXCLUSIVITY AND TERMINATION

- 4.1. Save where stated to the contrary or in cases of orders for incidental collection, transportation, processing and/or removal of Waste Materials all Agreements shall be of 60 months' duration.
- 4.2. Upon expiry, all Agreements shall be tacitly renewed for 24 months at a time, unless they are terminated by written notice of cancellation in accordance with clause 4.3.
- 4.3. The Principal may only terminate the Agreement at the end of the Agreement's dura-

tion, provided that this is done in writing by means of a letter sent by registered post and observing a notice period of at least 6 (six) months before the end of the term of the Agreement.

- 4.4. The Principal is not permitted to enter into similar agreements with third parties in relation to the Waste Materials for the term of the Agreement. This provision applies for a maximum term of 5 (five) years from the start of the Agreement.
  - 4.5. If the prohibition contained in clause 4.4 is breached, the Principal will forfeit to the Contractor a penalty, payable instantly and without judicial intervention, equivalent to eight percent (8%) of the amounts invoiced to the Principal pursuant to the Agreement during the 12 months prior to the breach, subject to a minimum of €300 (three hundred euros), all without prejudice to any of the Contractor's other rights including the right to dissolve the Agreement and/or to obtain compensation for the loss actually sustained by the Contractor to the extent that any such loss has arisen at that point.
  - 4.6. The Principal is not entitled to terminate the Agreement prematurely except in cases where the Principal is entitled to do so on account of a serious culpable failure on the part of the Contractor and where the Contractor is in default. Relocation by the Principal and/or cessation of its business shall not amount to a valid reason for premature termination of an Agreement. If the Principal fails to comply with the Agreement, the Principal is obliged to pay a fixed penalty to the Contractor, equivalent to half of the total amounts due by the Principal to the Contractor for the remaining term of the Agreement, as if the Agreement had continued to be performed up to the end date agreed in the first instance. The Contractor is at liberty to claim compensation, as allowed by law, instead of or in addition to the penalty.
  - 4.7. Either Party shall be entitled, without prejudice to the right to seek compensation, to dissolve the Agreement in full or in part with immediate effect, with no requirement for a prior notice of default or judicial intervention, by means of written notice to that effect to the other Party if and as soon as that other Party is declared bankrupt, seeks a moratorium on payments, has proceedings raised against it for the appointment of trustee, or has all or part of its assets declared subject to administration or if it otherwise loses full or partial control of and/or access to its assets, and also if the other Party, being a legal entity, goes into liquidation or is dissolved or where any part of the property made available by or on behalf of other Party in the context of the Agreement, is legally attached and such attachment is not lifted within a brief period.
  - 4.8. The Contractor is entitled, without further notice of default or prior judicial intervention, to dissolve the Agreement with immediate effect by means of written notification to that effect to the Principal, if the Principal fails to comply with one or more of its obligations arising in terms of the Agreement, the General Terms and Conditions or any applicable statutory provisions and/or conditions. If the Contractor dissolves the Agreement under this clause, the Principal is obliged to pay a fixed penalty to the Contractor, equivalent to half of the total amounts due by the Principal to the Contractor for the remaining duration of the Agreement, as if the Agreement had continued to be performed up to the end date agreed in the first instance. The Contractor is at liberty to claim compensation, as allowed by law, instead of or in addition to the penalty.
  - 4.9. If the Contractor dissolves the Agreement under clauses 4.7 or 4.8, the Principal shall be obliged, when first so requested by the Contractor, to recover the Waste Materials described in the Agreement at its own expense and risk, unless the Parties then agree otherwise.
- ### 5. PRICES
- 5.1. Prices indicated by or on behalf of the Contractor are designated in euros and always exclude additional work, VAT and any other levies and/or taxes imposed by government, including the costs associated with (applying for, obtaining and/or retaining) the permits, duties and taxes required in order to perform the Agreement, all of which costs, levies and taxes will be charged separately to the Principal.
  - 5.2. The Contractor is entitled at all times to charge the Principal for all costs, such as call-out charges, installation costs, pickup costs, costs for unreasonable waiting and changes, that are associated with the performance of the Agreement and all the legal transactions and relationships resulting therefrom.
  - 5.3. The Contractor is entitled to charge the Principal a surcharge, the "environmental contribution", which is due on the total invoice amount exclusive of yields and VAT.
  - 5.4. The Contractor explicitly reserves the right to raise prices indicated during the term of the Agreement, if the Contractor's costs increase due to circumstances beyond its influence, such as new or amended (government) provisions, new or amended levies and/or taxes imposed by government after the start of the Agreement (as specified in clause 5.1), an increase in wage costs and/or fuel costs, changes in exchange rates, a change in the (yield) prices for waste materials, a rise in raw material and energy prices, a rise in the processing prices and/or a change to the location where the processing occurs.
  - 5.5. Without prejudice to the remaining provisions in this clause, the Contractor shall be entitled to adjust its prices periodically but in any event two (2) times each year in line with the NEA Index figure/Panteia Index figure or else the index figure of Statistics Netherlands (CBS), unless the Agreement specifically provides otherwise.

### 6. ADDITIONAL WORK, CHANGES

- 6.1. Additional work is understood to include all work done and/or products provided during the performance of the Agreement that are additional to or different from what was originally agreed, and includes:
  - a. additions to and/or changes in the agreed work at the Principal's request, which results in the work, in the view of the Contractor, becoming more difficult or in it being extended;
  - b. additions to and/or changes in the agreed work because, in the view of the Contractor, these are reasonably necessary for the satisfactory, skilled performance of the Agreement and/or on the basis of new or amended (government) provisions;

- c. additions to and/or changes in the agreed work that become necessary because of a failure by the Principal to comply with any obligation arising under the Agreement, the General Terms and Conditions and/or the Acceptance Terms, all without prejudice to the Contractor's other rights;
  - d. one or more extra emptying and/or collection services, occurring at the point of normal emptying, in relation to Waste Materials either beside or on top of – and not in – the Collection Equipment.
- 6.2. The Contractor is entitled to introduce unilateral changes to the Agreement, for instance due to the nature, characteristics and composition of the Waste Materials, changes to the collection or processing method or if and when this is required by legislation or regulations. The Contractor will notify the Principal in writing of any such changes, confirming at the same time any change in the price agreed in the Agreement.

## 7. LOSS OF THE RIGHTS DUE TO FAILURE TO NOTIFY

- 7.1. All rights alleged by the Principal on the basis of failures by the Contractor to comply with its obligations must be invoked in writing and with reasons within 14 (fourteen) days after the Principal has discovered or reasonably ought to have discovered the failure to comply, failing which the Principal's rights shall lapse. These rights of the Principal shall also lapse if the Principal has itself attempted to rectify a failure to comply without explicit written permission from the Contractor.
- 7.2. Any objection to the effect that an invoice is incorrect, must be submitted to the Contractor in writing and with reasons within 14 (fourteen) days after the invoice date, failing which the Principal shall have no rights in relation to such objection.
- 7.3. Notifications by the Principal, as specified in clauses 7.1 and 7.2, do not suspend the Principal's obligations to continue making payment.

## 8. PAYMENT

- 8.1. Payment must be made within thirty (30) days after the invoice date, with no right to suspension, discount or offset against any claim that the Principal considers it has against the Contractor, failing which the Principal is in default by operation of law, thus with no need for any further notice of default, and is due to the Contractor an immediately payable penalty (interest) of one and a half percent (1.5%) per month from the due date, with any part of a month counting as a full month. If, following delayed payment by the Principal, the Contractor issues a formal written warning for payment of an amount due by the Contractor, the Contractor shall be entitled to charge the Principal for any associated costs.
- 8.2. The Principal is obliged to pay to the Contractor all reasonably incurred costs, both judicial and extra-judicial, in all cases where the Contractor issues or arranges for the issue of a formal warning, notice of default or bailiff's writ or in the case of proceedings against the Principal to compel compliance with the Agreement. The extra-judicial costs are hereby set in advance at 15% (fifteen percent) of the amount not paid by the Principal, subject to a minimum of €250 (two hundred and fifty euros).
- 8.3. Payments are always applied in the first instance towards reduction of the extra-judicial costs, then to interest due by the Principal and subsequently to the oldest outstanding invoice.
- 8.4. The claim for payment of all sums due to the Contractor becomes immediately due and payable in full if and as soon as the Contractor fails to comply with its obligations in terms of the Agreement, is declared bankrupt, seeks a moratorium on payments, is subject to an application for appointment of a trustee or administration over all or any part of its assets or if the Principal otherwise loses control and/or access to its assets in full or in part, and also when the Principal, being a legal entity, goes into liquidation or is dissolved or where an attachment is placed on all part of the property provided by the Contractor in the context of the Agreement and such attachment is not lifted within a brief period.
- 8.5. The Contractor shall be entitled, before or during the performance of the Agreement, to suspend compliance with its obligations, if it fears that the Principal is not or will not be in a position to comply with its payment obligations to the Contractor, until the Principal, if so requested, has made a payment on account and/or has provided security that is sufficient in the view of the Contractor. If the Principal fails to make such a payment on account and/or to provide security, the Contractor shall be entitled to dissolve the Agreement with immediate effect. The Principal must pay all losses sustained by the Contractor as a result of such suspension and/or dissolution.

## 9. UNFORESEEN CIRCUMSTANCES AND FORCE MAJEURE

- 9.1. If circumstances arise or become known after the finalisation of the Agreement that the Contractor did not know, nor should have known, when the Agreement was entered into, as a result of which the Contractor is unable to fulfil its obligations to the Principal in good time, the Contractor shall not be in default and shall be entitled to suspend its obligations with no liability for losses and/or expenses.
- 9.2. 'Force majeure' is understood to include every circumstance that the Contractor could not reasonably have avoided or prevented, or whose consequences the Contractor could not reasonably have prevented, and which permanently or temporarily obstructs fulfilment of the Agreement and shall also include, so far as has not already understood to be included, war and risk of war, epidemics, pandemics, civil unrest, strikes, (natural) disasters, accidents, government measures, delays and/or failures in the provision of services by the Contractor's own suppliers (including (i) the further processing of Waste Materials collected by the Contractor by waste processors, including waste incinerator plants and (ii) suppliers of fuel, energy and water, etc.), transportation difficulties, fire and disruptions in the business of the Contractor or its suppliers, revocation of permits pertaining to the Contractor and/or its suppliers, weather circumstances delaying or rendering impossible the performance of the Agreement.
- 9.3. If the result of the force majeure outlined above, is that the Contractor is permanently unable to comply with its obligations, it shall be entitled to demand

that the Agreement is amended in such a way as to render its own compliance possible, unless this cannot reasonably be required of the Principal in the given circumstances and dissolution of the Agreement is justified. In this latter situation, the Agreement shall be dissolved without the Principal having any right to demand compensation and the Principal shall be obliged, at its own risk and expense, to arrange for the Waste Material already collected by the Contractor to be taken back.

If the Contractor invokes force majeure and has already partially fulfilled its obligations or can only partially fulfil its obligations, it shall be entitled to issue an invoice separately for the work already done or to be done and the Principal shall be obliged to pay that invoice as if it were for a separate agreement.

- 9.4. The Contractor shall be entitled to suspend its obligations in terms of the Agreement in cases of force majeure, without being liable for damages and/or expenses. If the period during which the Contractor is unable to fulfil its obligations under the Agreement should extend beyond thirty (30) days, the Contractor shall be entitled to dissolve the Agreement by written notification to the Principal without being obliged or entitled to any compensation in this regard. In such cases, the Principal is obliged to take back the Waste Materials at its own risk and expense.

## 10. LIABILITY

- 10.1. Without prejudice to the remaining provisions in the General Terms and Conditions, the Contractor's liability to the Principal is limited to the amount covered by the Contractor's liability insurance in the actual case in question.
- 10.2. If the Contractor's liability insurance does not offer cover or if the loss in question is not covered by an insurance policy, the Contractor's liability is limited at all times, and without prejudice to what is determined elsewhere in the General Terms and Conditions, to the amount that has been invoiced by the Contractor to the Principal in the context of performing the Agreement in a period of 12 months prior to the event giving rise to loss, subject to a maximum of €50,000 (fifty thousand euros) per contract year. For the purposes of this clause, a contract year is defined as a period of 12 (twelve) months starting on the commencement date of the Agreement and on the anniversary of that date in every subsequent year.
- 10.3. Without prejudice to the foregoing sub-clauses in this clause, the Contractor shall never be liable for consequential or indirect loss or claims by third parties, unless such loss or claims is/are the result of intent or gross negligence on the part of the Contractor itself or of its staff who are charged with managing the performance of the Agreement or the Contractor's own management. Indirect losses are understood to include environmental damage, business stagnation, loss of profit, lost returns, turnover, goodwill or commercial opportunities.
- 10.4. Nor is the Contractor liable for losses due to a rejection by the Processing Plant. The Contractor is free, entirely at its own discretion (i) to offer rejected Waste Materials to a different Processing Plant, with any associated extra costs being charged to the Principal, or else (ii) to ask the Principal to take the Waste Materials back, which the Principal is obliged to do in such cases and where the Principal must pay to the Contractor all costs already incurred by the Contractor.
- 10.5. The Contractor is not liable for loss sustained by third parties or the Principal to road surfaces, pavements, buildings and suchlike, or for personal or property loss caused by Collection Equipment or its positioning, unless that loss is a direct consequence of the use of improper equipment or unskilled action on the part of the Contractor. The Principal indemnifies the Contractor in respect of all claims by third parties for losses in respect of which liability is excluded in this clause.
- 10.6. The Contractor is never liable for loss sustained by the Principal and/or third parties as a result of the transportation, in the context of the Agreement, by or on behalf of the Contractor of Collection Equipment not belonging to the Contractor, but for instance owned by the Principal. The Principal is liable for loss sustained by the Contractor resulting from transportation by the Contractor in the context of the Agreement of Collection Equipment not belonging to the Contractor, but for instance belonging to the Principal. The Principal indemnifies the Contractor in respect of all claims by third parties in respect of which liability is excluded in this clause.
- 10.7. The Contractor is never liable for loss to cables, pipes, conduits, sewers and suchlike in the ground that have not been reported to the Contractor by the Principal, have been notified as being in a different place or where the Principal fails to submit a 'Klic' notice. The Principal is liable for such loss and will fully indemnify the Contractor and hold it free of liability for claims by third parties for compensation for loss.
- 10.8. If the Principal fails to offer the Waste Materials in accordance with the provisions of the Agreement, applicable legislation and/or regulations (including relating to transportation), the General Terms and Conditions and/or the Acceptance Terms, the Principal shall be liable for any consequent (direct and indirect) loss, including fines imposed on the Contractor by the competent authorities, connected with or arising (directly or indirectly) from a failure by the Contractor to comply with its obligations or prohibitions in terms of the law and/or regulations and/or the Agreement and/or the Acceptance Terms and/or the General Terms and Conditions.
- 10.9. The Principal is liable for and indemnifies the Contractor, the Contractor's employees and other persons and legal persons engaged by the Contractor, in respect of the performance of the Agreement, in respect of all claims by third parties for compensation for any losses sustained by those third parties caused before, during or after the performance of the Agreement by or on behalf of the Contractor, by or otherwise linked to property or products originating from the Principal, Waste Materials originating from the Principal and activities undertaken by or on behalf of the Contractor, unless the loss can be attributed to intent or gross negligence on the part of the Contractor.
- 10.10. The Principal is liable for loss caused by the Principal to the Contractor's staff or agents and/or property as well as for loss arising in relation to instructions issued by or on behalf of the Principal to the Contractor.
- 10.11. Any provisions regarding limitation, exclusion or confirmation of liability that may be used by third parties against the Contractor may also be used by the Contractor against the Principal.

## 11. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PERSONAL DATA

- 11.1. The Contractor remains the owner of all drawings, documents (including but not limited to quotations, analyses and reports) and data developed by the Contractor or provided to the Principal, whether or not by virtue of the Agreement. The Contractor also reserves the relevant copyright and/or intellectual property rights. The Principal shall observe confidentiality in relation to the drawings, documents and data mentioned above, and will not disclose these to any third parties without prior written consent from the Contractor.
- 11.2. The Principal is not permitted to remove or amend any designation relating to trademarks, trade names, patent or other rights from or pertaining to Collection Equipment or the Contractor's equipment.
- 11.3. The Principal shall observe confidentiality in relation to the existence and content of the Agreement and all confidential information of which the Principal becomes aware during the performance of the Agreement, and shall only use such information for the purpose of performing the Agreement. This obligation of confidentiality shall remain in force for 2 (two) years after the Agreement comes to an end.
- 11.4. The Parties will conclude a processor agreement if the Contractor acts as a data processor within the meaning of the General Data Protection Regulation (GDPR) in the context of the Agreement.

## 12. APPLICABLE LAW

Dutch law governs all quotations by the Contractor, Agreements, and any ensuing or associated disputes. The applicability of the Vienna Sales Convention (CISG) is hereby excluded.

## 13. CHOICE OF FORUM

All disputes between the Principal and the Contractor associated with the Agreement (concluded or to be concluded) or with any associated further agreements, will be submitted to the competent court for the court area of East Brabant in 's-Hertogenbosch.

## 14. DEROGATIONS

Except to the extent provided for in the General Terms and Conditions or the Agreement, any derogations from and/or additions to the General Terms and Conditions and/or the Agreement may only be agreed in writing.

## 15. CONVERSION

If any one or more of the provisions in the General Terms and Conditions and/or the Agreement proves to be void or voidable or invalid or non-binding for any other reason, the remaining provisions in the General Terms and Conditions and the Agreement will remain in full force and effect. Instead of the void, annulled, invalid or non-binding provision in the General Terms and Conditions and/or the Agreement, the Parties shall be deemed to have agreed a provision in its place that is valid, binding and enforceable at law and that most closely approximates the spirit of the void, annulled, invalid or non-binding provision.

## SECTION II - HIRE / PROVISION OF COLLECTION EQUIPMENT

*The terms appearing in capitalised form in this Section II have the same meanings specified in Section I.*

### 16. COLLECTION EQUIPMENT PROVIDED

- 16.1. All Collection Equipment provided by the Contractor is and remains its property unless otherwise agreed in writing. If the Parties agree otherwise in writing, the Collection Equipment will remain the property of the Contractor until the Contractor has received full payment of all sums due by the Principal to the Contractor in terms of the Agreement.
- 16.2. The Collection Equipment is deemed to have been provided to the Principal in good condition. Any complaints regarding this must be notified to the Contractor within 3 (three) working days after the Collection Equipment is made available, failing which the Principal's rights in relation to this will lapse.
- 16.3. While the Collection Equipment is provided to the Principal by the Contractor, whether or not for compensation, it shall be at the risk and expense of the Principal. During this period, the Principal is liable for all damage, including graffiti, fouling and fire damage caused to or by the Collection Equipment. The Principal indemnifies the Contractor in respect of third party claims for payment of damages arising during that period and that are attributable to the Collection Equipment.
- 16.4. The Principal must place the Collection Equipment to be emptied and/or transported – if appropriate with the lid closed – on the public road or on an easily accessible site connected to the public road or such other agreed position that is readily and inexpensively accessible for the Contractor's personnel and equipment on the collection day, ready for transportation, such that its position is not in breach of current legislation and/or regulations and does not pose any hazard to the Contractor's personnel or to third parties. If necessary, the Principal will provide adequate lighting and/or barriers for the Collection Equipment that is to be emptied and/or transported and will take any steps required for traffic safety.
- 16.5. The Principal is responsible for applying for and maintaining the requisite permits, waivers and other public law approvals, consents or permissions and also for complying with any duty of notification for the positioning of the Collection Equipment and for undertaking the work associated with it. The Contractor is not liable if the Principal fails to obtain permits, waivers, rulings, etc. in time. In any such circumstances, the Contractor is entitled not to complete its work or to suspend its work, even though the Principal will in such circumstances remain fully obliged to comply with its obligations. The Principal is liable for costs and fines for (incorrect) positioning of the Collection Equipment and will indemnify the Contractor in respect of all third party claims in this regard.

- 16.6. The Principal must look after the Collection Equipment as befits a good custodian, which includes maintaining, using, treating, loading and cleaning the Collection Equipment with due care and in accordance with its designated use.
- 16.7. The Principal is not permitted, without written consent from the Contractor, to remove or arrange for the removal of the Collection Equipment to a different location than the one where the Contractor supplied the Collection Equipment.
- 16.8. The Principal is obliged to insure the Collection Equipment reliably against risks of theft, unlawful removal, fire and damage.
- 16.9. Any loss of and/or damage to any Collection Equipment must be notified in writing to the Contractor within 24 (twenty-four) hours after the loss and/or the occurrence or discovery of the damage.
- 16.10. The Contractor will replace or repair any damaged Collection Equipment, at the Principal's expense, unless the damage results from normal wear and tear or the actions of the Contractor itself.
- 16.11. The Principal is prohibited from sub-renting the Collection Equipment or otherwise allowing one or more third parties to use the Collection Equipment, in full or in part, or to have access to it or to have it emptied by third parties.
- 16.12. The Collection Equipment may only be used for the collection and (temporary) storage of the agreed Waste Materials.
- 16.13. The Contractor is entitled to have the Collection Equipment at the Principal's premises inspected at any time.
- 16.14. Except in situations of normal wear and tear to the Collection Equipment, replacement or exchange of the Collection Equipment by the Contractor will be at the expense of the Principal. The Contractor is entitled to arrange for the replacement or exchange of the Collection Equipment at any time.
- 16.15. The Principal is obliged to return the Collection Equipment empty, clean and in good condition to the Contractor at the end of the Agreement, when first asked to do so. If and to the extent that the Principal has not surrendered the Collection Equipment, the Contractor shall be entitled, at the end of the Agreement, to appropriate its Collection Equipment and for that purpose to enter locations where the Collection Equipment is located, without notice of default or judicial intervention. The Principal hereby grants consent in advance for this to be done. All associated costs will be met by the Principal.
- 16.16. To the extent that Collection Equipment not belonging to the Contractor, but for instance belong to the Principal, is used for the performance of the Agreement, the Principal warrants that such Collection Equipment is and will remain properly maintained and will comply with any applicable legislation and/or regulations and industrial safety standards, including applicable NEN standards, appropriate to the Collection Equipment.

## SECTION III - OPERATIONAL PROVISIONS

*The terms appearing in capitalised form in this Section III have the same meanings specified in Section I.*

### 17. PERFORMANCE OF THE WORK; GENERAL

- 17.1. The Principal is always obliged – even if not asked – to provide all samples, information, documents and data to the Contractor, that the Principal knows or reasonably ought to suspect might be important either to the Contractor or for the performance of the Agreement.
- 17.2. If and to the extent that the work to be done by the Contractor and items provided or to be provided, are based on samples, data, documents and information supplied by the Principal relating to the nature, characteristics and composition of the Waste Materials, then the accuracy and completeness of those samples, data, documents and information may be assumed. Without prejudice to its other rights, the Contractor is not obliged to make any payment for losses and/or expenses arising as a result of the inaccuracy and/or incompleteness of the samples, data, documents and information supplied by the Principal in relation to the nature, characteristics and composition of the Waste Materials.
- 17.3. The Principal is obliged to use only the Collection Equipment prescribed by the Contractor.
- 17.4. Without prejudice to the above, the Principal warrants that the items provided by or on behalf of the Principal for the performance of the Agreement and the Principal's sites and buildings to be entered by the Contractor's staff, are sound, suitable and safe and comply with all if any instructions issued in relation to them by the Contractor, as well as all applicable legislation and/or regulations. In relation to the work that the Principal instructs the Contractor to undertake, the Principal must observe the working conditions, safety, environmental and other provisions, regulations, instructions and directions promulgated by the competent authorities and/or the Contractor.
- 17.5. When the Principal enters the Contractor's premises, it is obliged to observe any regulations and instructions of the Contractor applicable in such premises. The Principal enters the premises of the Contractor at its own risk and expense. The Contractor is not liable for the damage to persons and/or property of the Principal arising on its premises, except where this is the result of gross negligence or intent on the part of the Contractor. The Principal indemnifies the Contractor in respect of claims by third parties in this regard.
- 17.6. The Contractor is authorised and entitled to delegate the full or partial performance of the Agreement to a third party.
- 17.7. The Contractor explicitly reserves the right to undertake additional work and charge it as such to the Principal if, in the opinion of the Contractor, this is required in the interests of the Principal and/or the performance of the Agreement.
- 17.8. All time limits specified by the Contractor will be observed as far as possible, but will only be indicative and shall not be considered as fatal deadlines. If the Contractor fails to observe any such time limit, this will never provide the Principal with a right to compensation or any other entitlement for the Principal not to comply with or to suspend any obligations arising under the Agreement.
- 17.9. The Contractor is entitled to perform the work as it sees best and may do this in parts.



## 18. DESCRIPTION OF WASTE MATERIALS, SAMPLING AND ANALYSIS

- 18.1. Before the Contractor starts work, and also afterwards whenever so requested by the Contractor, the Principal is obliged to provide the Contractor with a proper written description of the nature, origins, characteristics and composition and also the hazard classes of the Waste Materials and, to the extent that the Principal is not aware of the nature, origins, characteristics, composition and/or hazard classes of the Waste Materials, to notify the Contractor specifically of this in writing. The Principal is, on its own initiative, also obliged to notify the Contractor in writing as soon as the nature, characteristics or composition of the Waste Materials might change.
- 18.2. The Principal warrants to the Contractor the accuracy and completeness of the description of the Waste Materials offered to the Contractor and also that the Waste Materials thus offered coincide with the labelling on the Collection Equipment and associated documents.
- 18.3. In connection with the agreed processing method or intended use of the Waste Materials to be collected in specific Collection Equipment, the Principal will not deposit any waste materials in that Collection Equipment, and also warrants that no other parties will deposit any waste materials therein, that does not qualify for the method of processing or intended use by virtue of the Agreement. To elaborate upon this:
  - a. the following may never be deposited nor offered for deposit in rolling and/or mini containers and/or the appropriate household bin bags: hazardous waste materials, rubble or concrete, cadavers and/or slaughter waste and/or waste materials that are explosive (waste materials that spread odours, that are poisonous, liable to solidify, corrosive, aggressive and/or otherwise hazardous may only be deposited if this has been agreed), or are larger in dimension or size than the container or whose total weight exceeds the load capacity of the container or the lifting capacity of the hoist, as well as any other materials that are not accepted by the Processing Plant;
  - b. Collection Equipment designed for the collection and storage of specific materials, such as for instance glass, paper, cans, textiles, plastics etc., may only be used for the deposit of those specific materials.
- 18.4. The Principal must offer the Waste Materials in such a way as to prevent loss, mess, leakage or dispersal by blowing away and so as not to cause any obstruction, hazard, damage or injury to the Contractor or third parties. Materials must be stored in such a way that they never protrude from and can never fall out of the Collection Equipment.
- 18.5. Without prejudice to the above, the Principal also warrants at all times that the Waste Materials it offers will not contain any radioactive or explosive material or waste.
- 18.6. If, in the view of the Contractor, an item of Collection Equipment has been loaded incorrectly or overloaded or loaded with other waste materials than those agreed, or if the Waste Materials do not comply with the description provided to the Contractor or any applicable legislation and/or regulations, or if the transportation of the Waste Materials would be in breach of such applicable legislation and/or regulations, and/or if the collection or transportation would or could pose a hazard to property, people or the environment, the Contractor shall be entitled not to load the Collection Equipment, to refuse to take away the Collection Equipment and/or the Waste Materials and/or to return the Collection Equipment and/or the Waste Materials to the Principal or else to do whatever the Contractor deems necessary for the satisfactory and skilled performance of the Agreement. Any loss resulting from the provisions contained in this sub-clause (including costs and/or fines) will be the Principal's financial responsibility. The Principal will indemnify the Contractor, its staff and any third parties engaged by the Contractor in respect of any claims in this regard.
- 18.7. Without prejudice to the Contractor's other rights, the Principal is liable for all direct and indirect loss resulting from an incorrect, unclear, incomplete and/or inadequate description of the nature, characteristics and composition of the Waste Materials, incorrect loading of the Collection Equipment and/or failure by the Waste Materials to coincide with the labelling on the Collection Equipment and associated documents, or else because the Waste Materials do not coincide with any applicable legislation and regulations and/or because the Waste Materials contain radioactive or explosive waste and/or because the Waste Materials do not coincide with the samples mentioned in the previous sub-clause of this clause. If the Contractor is held liable by third parties, including those to whom the Contractor offers the Waste Materials for processing or further processing, for any loss described above, the Principal shall indemnify the Contractor in that regard.
- 18.8. Without prejudice to the above, the Principal is also obliged, when first asked to do so by the Contractor, to cooperate with the Contractor in sampling the Waste Materials so that they can be analysed. The Principal will cooperate proactively and follow the directions of the Contractor in this regard. The Principal is responsible for the cost of sampling and analysis unless it becomes apparent that the Waste Materials are in accordance with the description provided by the Principal and also provided that an agreement in relation to the Waste Materials has been or is finalised between the Principal and the Contractor. The Principal may not derive any rights against the Contractor in relation to undertaking or failing to undertake sampling or analysis.

## 19. ACCEPTANCE

- 19.1. Without prejudice to the statutory provisions and the instructions issued by the competent authority, the Principal must at all times strictly observe the Acceptance Terms. If it is in any doubt about how it should comply with the Acceptance Terms, the Principal must immediately seek instructions on the matter from the Contractor.
- 19.2. The Principal must present the Waste Materials at the agreed site.
- 19.3. From the moment of Acceptance, the Waste Materials, including their packaging, become the property of the Contractor and at the Contractor's risk and expense, except for those cases specified in clause 19.4.b, below.
- 19.4. If the Principal has failed to comply with any of its obligations arising under this Section III of these General Terms and Conditions, the Contractor has the option, at its discretion:
  - a. either to charge the Principal for the extra costs associated with that failure; or
  - b. immediately – with no need for further notice of default – to dissolve the Agreement between the Parties to that extent, with the result that the transfer

of ownership and risk in relation to the Waste Materials affected by the dissolution is deemed not to have taken place. In such cases, the Principal is obliged to pay for the loss consequently sustained by the Contractor as well as the costs already incurred for performance of the Agreement and also to take back the Waste Materials affected by the dissolution, when first asked to do so by the Contractor. In such cases, the risk and expense of transportation of the Waste Materials rest with the Principal.

## 20. TRANSPORTATION, PACKAGING, LABELLING

- 20.1. Without prejudice to its other obligations in terms of the law and/or regulations and the Agreement, the Principal is obliged at all times to comply with the statutory obligations associated with the packaging (including UN approval mark), labelling and transportation (documents) for hazardous materials offered for transportation or actually transported, including the obligations arising under the Dutch Transportation of Hazardous Materials Act [Wet vervoer gevaarlijke stoffen (Wvgs)] and Transportation of Hazardous Materials Decree [Besluit vervoer gevaarlijke stoffen] as well as, in the case of international road transport, the most recent version of the European Treaty of 30 September 1957 on the international transportation of hazardous materials by road ("ADR Treaty"). This applies whether the Collection Equipment used belongs to the Principal, the Contractor or third parties.

*In preparing the English translation of the Dutch General Terms of Conditions of Renewi Nederland B.V. (2021), an attempt has been made to translate as literally as possible without jeopardising the continuity of the text. Inevitably differences may occur in translation, and if they do, the official Dutch text of the General Terms and Conditions of Renewi Nederland B.V. (2021) will be applicable.*