

INDAVER GROUP – GENERAL TERMS AND CONDITIONS OF SALE

Section 1 General stipulations

Article 1 Definitions

Acceptance:	The establishment, by Indaver, that the nature and composition of the Waste submitted correspond to the ones agreed
Acceptance protocols:	The current rules governing the procedure to be followed in connection with the submission, analysis and Acceptance of Waste
Waste:	All substances, items, preparations or other products, including hazardous substances (I) submitted by the Client to Indaver for the performance of tasks or for that purpose, (ii) of which the Client is divesting itself, intends to divest itself or is required to divest itself with a view to the disposal thereof.
General Terms and Conditions of Sale:	These General Terms and Conditions of Sale of Indaver
Indaver:	Indaver Group entities or its affiliated companies
Collection equipment:	Materials for the collection and transportation of Waste, including receptacles and packaging materials (materials enabling Waste to be bulked up)
Client:	A natural person or legal entity, to whom Indaver extends an offer, for whom Indaver carries out work or arranges for work to be carried out or who is a counterparty to any Agreement with Indaver
Agreement:	Any agreement to which the General Terms and Conditions of Sale are applicable

Article 2 Applicability of General Terms and Conditions

- These General Terms and Conditions of Sale shall apply to all offers from, all instructions to and all agreements with Indaver that relate to the supply of services and/or the sale and supply of goods by Indaver.
- The parties declare and confirm that each article of these General Terms and Conditions of Sale is proportional to the whole of the other articles and that the rights and obligations arising from the General Terms and Conditions of Sale are in balance.
- For the purpose of these General Terms and Conditions of Sale, these "services" shall be understood to refer, amongst other things, to services relating to (waste) logistics (collection, transshipment, storage and transportation of (Waste) substances), the processing or handling of Waste, sludge dewatering, the rental of installations/containers/items, the performance of small repairs, and supervision and consultancy in connection with environmental issues.
- The supply of "goods" in the sense of these General Terms and Conditions of Sale shall be understood to refer, amongst other things, and shall not be restricted to, the supply of compost, biomass, granulates, scrap and polymers.
- The Acceptance protocols shall form an integral part of these General Terms and Conditions of Sale.
- In the event that the Acceptance protocols are amended, the Parties shall comply with the most recent version thereof at all times.
- In the event that any of the documents contradict any other of the documents, the following rank order shall apply:
 - Agreement
 - General Terms and Conditions of Sale
 - Acceptance protocols
- The applicability of the Client's terms and conditions is hereby expressly excluded.
- The Client shall only be entitled to invoke any stipulations that differ from these terms and conditions if these have been expressly accepted by Indaver in writing.
- Unless expressly agreed otherwise, a Client with whom a contract has once been concluded on the basis of these General Terms and Conditions of Sale shall be deemed to have consented to subsequent agreements between it and Indaver being governed by those same terms and conditions.

Article 3 Offers, instructions and agreements

- All offers/quotations by Indaver shall also be based on the information, samples and documents provided by or on behalf of the Client, and Indaver shall be entitled to assume that these are both accurate and complete.
- All offers/quotations provided by Indaver shall be without obligation.
- Indaver shall solely be bound in the event and in so far as this has been accepted by Indaver in writing. Verbal undertakings or agreements by or with its company's staff shall not be binding upon Indaver, until and in so far as it has confirmed this in writing.

Article 4 Delivery period for goods and deadline for the performance of services

- Any delivery period in the case of goods and/or the deadline for the performance of services shall commence once the Agreement has been concluded and shall be suspended until such time as Indaver has received all of the documents and data to be supplied by the client and until such time as Indaver has received any advance payment that was agreed or payment collateral has been provided that is acceptable to Indaver. The agreed delivery period and/or deadline for performance shall not constitute a binding deadline.
- The goods to be supplied by Indaver shall be deemed to have been delivered as soon as they are ready for dispatch to the Client and once the Client has been notified of this.
- The exceeding of delivery periods and/or performance deadlines shall not entitle the Client to terminate the Agreement in full or in part, or to receive any compensation.
- Indaver shall be entitled to perform the Agreement as it sees fit, whether or not by engaging the services of third parties and by performing the Agreement in parts.

Article 5 Price

- Unless expressly indicated or agreed otherwise, the prices stated by or agreed with Indaver shall be net and shall therefore be exclusive of VAT and any government-imposed levies or taxes.
- In the event that a fixed price has been agreed, all tasks and expenses expressly stated in the relevant quotation supplied by Indaver, or in the acceptance, by Indaver, of the order received from the Client, shall be included within that price. All items, tasks and expenses not stated in the relevant quotation from Indaver, or in the acceptance by Indaver of the order received from the Client, shall be invoiced to the Client at the prices customarily charged by Indaver.
- The prices indicated by or agreed with Indaver shall be based upon the costs of raw materials, energy, materials, transportation, wages and handling at the time the Agreement comes into being. Indaver reserves the right to adjust the prices unilaterally (i) in the event of changes to the information or data provided by the Customer, or if such information proves to be inaccurate or incomplete; (ii) if the price of goods or services purchased by Indaver from third parties is increased or such goods or services are (temporarily) unavailable from its usual suppliers and/or (iii) in the event of an increase in wage costs, social security charges, taxes, the price of raw materials, materials, transport costs or energy prices in the case of in-house production, whereby the price increase in question will be in reasonable proportion to and take account of the price increases that occur.
- Indaver shall, at any time, be entitled to charge on any cost increases, including turnover tax if applicable, that arise once an offer has been submitted or the Agreement has been concluded, directly and in full to the Client, irrespective of the reason due to which these occur.
- The costs associated with the licences, rights, taxes and insurance policies required in order to perform the Agreement shall be borne by the Client.
- The prices shall be reviewed on an ongoing basis by operation of law, in accordance with all legislative amendments that are, or may become, applicable to the processing of the Waste, including environment taxes, surcharges on environment taxes, etc. commencing from the date on which the Agreement enters into force. Amendments to the taxes that currently apply, including changes to the deductibility of environment taxes from corporation tax, (whether these take the form of increases or decreases), shall be passed on to the Client in their entirety. In the case of taxes introduced retroactively, the revision to the tax rate shall be applied retroactively and taken into account on the invoices still outstanding.

- In the event that at the Client's request or at Indaver's discretion, the ordinary working hours are exceeded, Indaver shall be entitled to charge a supplement.

Article 6 Additional work

- Indaver shall be entitled at all times to charge the Client separately for any additional work carried out for justifiable reasons. The term "additional work" shall be understood to refer to:
 - additions or changes to the agreed tasks that are demanded by the Client after the Agreement has been concluded and that, in Indaver's opinion, render the performance of the tasks more difficult or expand the scope of those tasks; or
 - additions or changes to the agreed tasks that, in the reasonable opinion of Indaver, turn out to be necessary after the Agreement has been completed, for example:
 - in order to ensure that the Agreement is performed in an effective, safe and professional manner
 - in connection with any new or amended (government) regulations
 - due to the presence of a different type of contamination, pollution or composition than the one stated or assumed
 - due to non-compliance, by the Client, with any obligation towards Indaver that arises from the Agreement (included, but limited to, non-compliance with the Acceptance protocols).
- Indaver shall inform the Client as soon as possible in the event that in Indaver's opinion, additional work has taken place and shall also inform the Client of the consequences thereof for the price and for the period within which Indaver will be able to complete its tasks.
- The Client shall be deemed to have consented to the performance of the additional work and to the consequences associated therewith, if, within twenty-four (24) hours of receiving a relevant notification from Indaver, it has not submitted any objection in writing.

Article 7 Payment and security

- Payment must be effected within thirty (30) days of the invoice date.
- Indaver shall at all times enjoy the right to demand full or partial payment in advance and/or to demand that security be provided.
- In the event that the Client fails to pay any amount owed by it at the agreed time, it shall be deemed to be in arrears without any separate notification being required. With effect from the date on which the Client is in arrears, it shall be obliged to pay the applicable statutory commercial interest upon the outstanding amount. If the Client is in default or in arrears with regard to the fulfilment of one or more of its obligations, the costs arising in connection with judicial and extrajudicial collection shall be borne by the Client.
- Payments effected by the Client shall initially be applied in order to meet any extrajudicial costs, after that in order to pay any interest outstanding and finally in order to repay the amount on the invoice outstanding for the longest time.
- The Client waives any right to offset any amounts owed by either party. Any claims under the guarantee shall not suspend the Client's obligations to effect payment.
- In the event that and as soon as the client fails to fulfil its obligations arising from the Agreement, is declared insolvent, requests a suspension of payments, applies for or initiates judicial restructuring proceedings, or in the event that (part of) its assets go under administration or the Client loses full or partial control over its assets and furthermore in the event that the Client – assuming it is a legal entity – undergoes liquidation, is dissolved or in the event that (part of) the goods made available by or on behalf of Indaver under the terms of the Agreement are seized and that attachment is not withdrawn within the short term, all amounts owed by the Client to Indaver shall be payable immediately and in full.
- Indaver has the right to deduct any amount owed by the Client from any amount which Indaver owes to the Client or to claim as debt from the Client.

Article 8 Duty of the Client to provide information and lend assistance

- The Client must enable Indaver to perform its services in an unhindered manner and without restrictions. The Client must ensure, entirely at its own expense and risk, that a safe working environment is provided and that all supporting items, services and facilities, including sufficient supervision, water, lighting, gas electricity and energy connection points, auxiliary materials, space for temporary accommodation, storage space, parking facilities, good and metallised supply routes, a work site that is accessible under all conditions and has been provided with a proper drainage system.
- The Client shall be obliged to observe the government's safety, licensing and environmental regulations, in addition to instructions issued by Indaver with regard to orderliness, safety and the environment. During its presence on sites where to access is provided in the course of the execution of the Agreement, the Client and its employees must strictly adhere to the safety rules indicated on the site and to the guidelines, safety procedures and instructions issued to it.
- Before Indaver starts to perform the services, the Client shall be obliged to provide Indaver with written notice of any information, of which the Client is aware or ought to be aware, that may be of importance to Indaver in connection with the performance of the services or the supply of goods. The Client must provide information about the following in all cases:
 - if the order involves the collection, transshipment, storage and transportation of Waste: the nature, composition, quantity and packaging of the Waste and the hazard and transportation category (or categories) of the Waste
 - if the order relates to the processing and/or handling of Waste: the nature, the composition, the quantity, the origin and all essential characteristics of the Waste and any specific risks it may pose, together with any changes that arise thereto
 - if the order involves the acquisition of compost and/or biomass: the ultimate destination of those products.
- Before surrendering the Waste, the Client is obliged to have fulfilled all of the obligations imposed under or pursuant to the law in connection with the surrender of Waste, including the notification of the competent authority.
- Before transportation takes place, the Client must ensure that a freight waybill has been correctly completed, stating the hazard category of the Waste, details of the sending party, the hazard charts and any other documents prescribed by convention (CMR, ADR), European Regulation (EVOA) or pursuant to the law or to documents prescribed by Indaver and must ensure that the Waste is labelled and packaged in the statutorily approved manner.

Article 9 Delivery, acceptance and handling of Waste

- When entering into the Agreement, Indaver shall inform the Client in writing by means of Acceptance protocols from the processor/handler, what types of Waste are permitted to be offered under the terms of the Agreement. Indaver shall take receipt of the Waste at the location agreed with the Client. In the event that and in so far as Indaver commissions a third party to handle the Waste, the Acceptance protocols of that third party shall apply in full.
- During the term of the Agreement, Indaver may, at its own discretion, make amendments to the categories of Waste that may not be offered or may make any other amendment to the Acceptance protocols.
- As a result of Indaver having taken receipt of the Waste to be transported, neither the ownership nor the risk relating to that Waste shall pass to Indaver. The taking receipt, by Indaver, of the Waste shall not constitute Acceptance. In the event that when offering the Waste at the landfill site, the premises of the handling company or any comparable facility, it turns out that the Waste is of a type that ought not to have been offered, or ought to have been offered under different terms and conditions, Indaver shall be entitled, at its own discretion and at the Client's expense, to return the Waste to the client or to offer the Waste to a different landfill site, handling company or comparable facility and to pass on any additional costs to the Client without delay.
- Indaver shall be entitled to analyse the Waste prior to Acceptance. The costs of any such analysis shall be borne by the Client. The Client shall be obliged, if so requested, to enable Indaver to carry out such an analysis.
- In the event that upon delivery or following Acceptance, it turns out that the Waste does not correspond to the specifications provided by the Client and/or does not comply with the Acceptance protocols in any other manner, Indaver shall be entitled, at its own choice, either to return the Waste to the Client at the Client's own expense and risk, or to increase the price for its tasks, or to ensure that the Waste is handled elsewhere and to pass on all additional costs to the Client without delay.

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The Client shall remain liable at all times for any possible damage caused as a result of the non-conformity of the Waste, even in the event that this is not identified until after Acceptance and/or the processing/handling of the Waste.

Article 10 Collection equipment & provision of installations/containers/items

- The Client shall assume all risk with regard to the Collection Equipment from the time at which it is unloaded by Indaver until the time that Indaver has loaded up the Collection Equipment. The Client shall indemnify Indaver against all claims by third parties for compensation for any damage or losses incurred during the period in which the unloading and loading of the Collection Equipment or that may otherwise result from any shortcoming or failure on the part of the Client.
- During the time in which Indaver makes available the installations/containers/items to the Client, whether in return for financial remuneration or not, the Client shall bear all risks and liability in relation to those installations/containers/items. During the period in which the installations/containers/items are at its disposal, the client shall be liable for all damage caused thereto, including graffiti and contamination.
- All installations/containers/items made available by or on behalf of Indaver shall be deemed to have been made available to the Client in a good state of repair. Indaver must be notified of any complaints in that regard immediately and no later than 3 (three) working days after the installations/containers/items are made available to the Client. Indaver shall not bear any liability for any damage, especially consequential losses or damage, operating losses or damage and/or physical injury suffered by the client or its employees as a direct or indirect result of faults in any Collection Equipment and/or installations/containers/items, packaging materials, means of transport, instruments, etc., made available by Indaver.
- The Client shall solely make use of the installations/containers/items for the purpose for which they are intended and shall make use of and maintain them in a due and proper manner. In the event that no other arrangements were agreed, the Client shall insure the installations/containers/items against fire, explosion and other hazards, designating Indaver as the beneficiary under that insurance.
- Without the prior written permission of Indaver, containers may not be used for the storage of toxic, self-igniting, corrosive, radioactive, explosive, hardening and/or malodorous Waste and/or for corpses and/or items such as the ones referred to in the European Hazardous Waste List and designated therein as hazardous substances.
- Once they are no longer being used, the Client must deliver the installations/containers/items made available back to Indaver in the same condition in which they were originally provided, notwithstanding ordinary wear and tear.
- The risk incurred by items belonging to the Client and on which, with which, or in connection with which work is carried out, shall continue to be borne by the Client, even in the event that those items are located inside buildings or on sites belonging to Indaver.

Article 11 Notification of default

- All rights to which the Client believes it is entitled due to failures by Indaver to fulfill its obligations must be invoked in writing, in the form of a letter sent by registered mail, within 5 working days of the shortcoming being discovered by the Client or the time at which it ought to have been discovered, in the absence of which notification the rights of the Client in that regard shall cease to apply. The rights of the Client in that regard shall also cease to apply in the event that without the express written permission of Indaver, the Client has attempted to correct any alleged shortcoming itself (or has commissioned any other party to do so).
- In case of non-serious shortcoming, normal prices and fees shall remain in force, without the Customer being able to demand a price reduction from Indaver.
- Any invocation in connection with the inaccuracy of an invoice must be submitted to Indaver in writing by the sending of a letter by registered mail, stating the reasons for the inaccuracy, within 5 working days of the invoice date, in the absence of which all rights of the Client in that regard shall cease to apply.
- Notifications by the Client of the types referred to in Articles 11.1 and 11.2 shall not suspend any of the Client's payment obligations.

Article 12 Liability of Indaver

- Except in cases involving intentional acts or gross negligence on the part of Indaver, Indaver shall not be liable for any losses or damage resulting from any culpable failure on its part to comply with its obligations arising from the Agreement or resulting from any unlawful act committed by Indaver or by persons for whom Indaver may be held legally liable.
- Except in cases in which Indaver is liable by virtue of paragraph one, the Client shall indemnify Indaver against all claims by third parties for compensation for damage or losses associated with the performance of the Agreement. This shall include claims due to non-compliance with the environmental legislation on the part of the Client.
- Indaver shall bear no liability for expenses or losses arising due to the rejection of the Waste by a processing or handling facility. In such cases, the Waste shall be returned to the Client or handled in a suitable manner, whereby all (additional) expenses incurred and/or any losses shall be borne by the Client.
- Indaver shall bear no liability for damage suffered by third parties or by the Client to the road surface, pavement, buildings or similar, or for any personal injury or material damage caused by an item of Collection Equipment or the placement thereof.
- Indaver shall never be held liable for any operating, consequential or indirect losses, including, but not limited to, loss of income or profits, loss of production, loss of use, loss of assets, loss of information or data, capital costs, cost increases of any other type (such as capital costs, fuel costs and energy costs).
- Indaver shall not bear liability for losses or damage resulting from a shortcoming that cannot be attributed to it. A shortcoming shall not be attributable to it in the event that it is not due to any culpability on the part of Indaver, or not due to it in any other way. In no cases shall the following be attributed to Indaver: a stagnation of supply, fire, water damage, unusual weather conditions, government measures, go-slow campaigns, defects in machines or installations, the interference with or rationing of the supply of raw materials and intermediaries, energy services, transportation or import and export and, on a general level, any circumstance upon which Indaver does not have any genuine control, irrespective of whether that situation could have been foreseen or not.
- Unless expressly agreed otherwise, Indaver affords no guarantee with regard to the goods supplied. The risk associated with goods supplied shall transfer to the Client at the time the goods are supplied.
- In the event that and in so far as the Agreement concluded between the Client and Indaver is concerned, a degree of liability on the part of Indaver must be assumed, such liability shall be restricted to the amount Indaver is able to obtain by virtue of the insurance policy that Indaver maintains with its insurance company, based on the insurance conditions customary within the sector. In so far as the loss or damage is not covered under the insurance policy, compensation shall, in all cases, be restricted to the value of the invoice in connection with the damage occurred, without detriment to the stipulations laid down above.
- Notwithstanding the provisions under Article 11 regarding the notification of default, any entitlement to claim compensation from Indaver shall cease to apply once a period of one (1) month has elapsed after the Client discovers the damage or losses or reasonably ought to have discovered it.

Article 13 Liability of the Client

- The Client shall bear liability for the losses or damage caused by it to the personnel, employees or property of Indaver and/or for losses or damage resulting from instructions given to Indaver either by or on behalf of the Client.
- In the event that any losses or damage ensue from the incorrect, incomplete and/or insufficient specification of the nature, composition, essential characteristics, origin of the Waste or the risks applicable thereto (together with any changes in that regard), the Client shall bear unlimited liability in that regard and shall indemnify Indaver and hold it harmless in respect of any of the consequences thereof.
- The Client shall bear liability for all direct or indirect losses or damage, including trading losses, resulting from a failure to comply with these General Terms and Conditions of Sale.

- In the event that Indaver is held liable by third parties, including those to which Indaver sends the Waste for (further) handling and the Client can be held liable for those losses or damage, the Client shall obliged to indemnify Indaver in that regard.

Article 14 Term and termination

- Unless expressly stipulated otherwise, Agreements shall be deemed to have been entered into for a period of one (1) year.
- Both parties shall be entitled to terminate the Agreement in writing, subject to a notice period upon termination of three (3) months before the end of the contractual period, unless stipulated otherwise.
- In the event that the Client fails to fulfil one or more of its obligations, or does not do so in a timely or in the required manner, is declared insolvent, requests suspension of payments, proceeds to liquidate its business or in the event that its assets are seized either in full or in part, Indaver shall be entitled to suspend the performance of the Agreement or to terminate the Agreement in writing, in full or in part, without prior notification of default. The decision as to the course of action to be taken shall be at Indaver's own discretion and Indaver shall retain any rights for the reimbursement of costs, losses or interest to which it may be entitled.

Article 15 Confidentiality, protection of personal data and intellectual property

- The Client and Indaver shall be obliged to observe strict confidentiality in relation to confidential information received from the other party, including technical, financial and business-related information and know-how and information relating to this Agreement, its existence and its contents.
- The Client and Indaver shall respect the applicable privacy legislation at all times. In connection with private-related matters, Indaver can be contacted via privacy@indaver.com.
- Drawings, images, designs, models, calculations, working methods, etc. provided by Indaver to the Client and the intellectual property rights in relation thereto shall remain in the exclusive ownership of Indaver.

Article 16 Notifications and statements by Indaver

- The recommendations, notifications, specifications and information provided by Indaver with regard to quantity, models, dimensions and quality shall solely be binding upon Indaver in the event that and in so far as this has expressly been agreed in writing.
- With regard to the agreed quantity, models, dimensions and quality, the tolerances applied shall be those that are customary within the industry.

Article 17 Hardship and force majeure

- Each party to the Agreement is obliged to perform its obligations, even if events have made performance more burdensome than could reasonably have been foreseen at the time the Agreement was concluded.
- Notwithstanding paragraph 1 of this article, where a party to the Agreement proves that: a) the continued performance of its obligations has become excessively onerous as a result of an event beyond its reasonable control that could not reasonably have been taken into account at the time of entering into the Agreement; and that b) it could not reasonably have prevented or overcome the event or its consequences, the parties are bound, within a period of 60 days of invoking this article, to negotiate alternative terms that reasonably enable the consequences of the event to be overcome.
- Where paragraph 2 of this article applies, but the parties have failed to agree on alternative terms as referred to in that paragraph, the party invoking this article shall be entitled to appoint an expert by mutual agreement, or failing that, each separately, and accept his or their joint opinion as binding, but may not apply for adjustment by the court or arbitrator without the consent of the other party.
- Force majeure means any unforeseeable and irremediable circumstance beyond the reasonable control of the parties which renders all or part of the performance of the Agreement impossible. If, as a result of force majeure, the parties cannot (timely) fulfill their obligations, such delay shall be accepted for the scope and duration of the force majeure. The party affected by force majeure shall immediately upon becoming aware of the force majeure notify the other party in writing of the nature, start date and expected duration of the force majeure. In cases of a force majeure situation lasting more than 60 days, parties shall be entitled to terminate the Agreement. Furthermore, Indaver enjoys the right, in cases of force majeure, to amend the Agreement or to suspend the obligations arising therefrom, for as long as the situation of force majeure is ongoing, including any reasonable phasing out period once the force majeure has come to an end.

Article 18 Independence of provisions

In the event that one or more of these General Terms and Conditions of Sale is or are null and void or otherwise non-binding, the validity of the other stipulations shall remain unaffected. The parties undertake in such cases to implement such (an arrangement or) arrangements that correspond most closely to the stipulation(s) found to be non-binding.

Article 19 Disputes

- All matters, issues and disputes regarding the validity, interpretation, enforceability, implementation and termination of the Agreement or any issues relating to the supply of services and/or the sale and supply of goods shall be governed by the law in force in the jurisdiction in which the registered offices of the Indaver entity, with which the Agreement is concluded, are located. The law in that jurisdiction shall apply to the exclusion of any other system of law or any other local, foreign or international rules governing the conflict of laws that apply under any other legal system. The application of the Vienna Convention regarding contracts for the international sale of goods is expressly excluded. The Vienna Sales Convention (CISG) is excluded.
- In the event that a claim, a difference of opinion or a dispute of any type whatsoever relating to the Agreement or the performance thereof (hereinafter referred to as the "Dispute") arises between the parties and cannot be resolved by means of mediation between the parties themselves, the Disputes shall solely and finally be resolved before the competent court at the location in which the registered offices of the Indaver entity, with which the Agreement is concluded, are located.