

GENERAL TERMS AND CONDITIONS of Afvalstoffen Terminal Moerdijk B.V.

Article 1 Applicability of the General Terms and Conditions

- 1 These General Terms and Conditions are used by Afvalstoffen Terminal Moerdijk B.V., hereinafter referred to as "ATM". These General Terms and Conditions apply to all quotations drawn up by ATM and to all agreements entered into by ATM with its Contractor (meaning ATM's Client). They also apply to any additional or follow-up assignments.
- 2 If the Dutch text of the General Terms and Conditions deviates from the translation thereof into English or another language, the Dutch text shall take precedence.

Article 2 Applicable law and choice of forum

- 1 All requests for quotations to ATM, ATM's quotations and all agreements between ATM and its Contractor, as well as any disputes arising from them, shall be governed by Dutch law.
- 2 Disputes between ATM and its Contractor shall be exclusively submitted to the competent court in Rotterdam.

Article 3 Authority to engage auxiliary persons; significance of time periods

- 1 In executing an assignment, ATM may involve one or more natural persons and/or legal entities who may or may not be directly or indirectly affiliated with ATM.
- 2 No time period within which ATM is required to deliver a performance is considered a strict deadline, unless otherwise agreed.

Article 4 Obligation to take out insurance

- 1 If the Agreement with the Contractor relates to the performance of work or the leasing of a storage facility from ATM, the Contractor shall take out insurance for that work or for the leased storage facility, respectively, which includes ATM's interests. ATM also has the right to require the Contractor to take out liability insurance. The Contractor shall allow ATM to inspect the relevant policies immediately on request.

Article 5 Limitation of ATM's liability

- 1 All liability for damages, direct or indirect, by whatever name, suffered by ATM's Contractor shall be limited to the amount due for ATM's performance, unless such damages are caused by intent or gross negligence on the part of a director or manager of ATM. In any event, ATM's liability shall never exceed the amount paid out by ATM's insurer in the relevant case.

Article 6 Special provision

- 1 In the event that ATM acts as a customer or purchaser, ATM's Supplementary Conditions of Purchase also apply. These Supplementary Conditions of Purchase shall be sent to the address stated in the letterhead immediately on request of the Contractor (the Supplier). They can also be downloaded from the internet site www.atmmoerdijk.nl.
- 2 In the event that ATM acts as supplier or seller, transporter and/or service provider, ATM's Supplementary Conditions of Sale shall apply in addition to these General Terms and Conditions. These Supplementary Conditions of Sale shall be sent to the Contractor (the Client) immediately on request. They can also be downloaded from the internet site www.atmmoerdijk.nl.

SUPPLEMENTARY CONDITIONS OF SALE of Afvalstoffen Terminal Moerdijk B.V.

These ATM Supplementary Conditions of Sale are supplementary to the General Terms and Conditions used by ATM.

I GENERAL PROVISIONS

Article 1 Applicability of the Supplementary Conditions of Sale

- 1 These Supplementary Conditions of Sale apply to all legal acts of ATM in which ATM acts as supplier or seller, transporter and/or service provider. General terms and conditions of the Client are expressly excluded. Deviations from and/or additions to these Supplementary Conditions of Sale are only binding if and insofar as ATM has agreed to them in writing.

Article 2 Complaints

- 1 Complaints about the work performed by ATM must be submitted to ATM by the Client immediately, but at the latest within 8 days of the discovery of any defect in the performance of that work. The burden of proof that the work performed is not in accordance with the Agreement lies with the Client.
- 2 The Client must give ATM the opportunity to inspect the situation on site in the same condition as it was at the time of discovering the defect in the performance, in order to determine whether or not the complaint is justified. Complaints do not release the Client from its obligation to allow ATM to perform other work already agreed upon.

Article 3 Prices and cost-increasing circumstances

- 1 The prices quoted by ATM are net, exclusive of VAT, unless otherwise agreed. Information provided by ATM in print and/or on its websites is subject to change without notice and is not binding on ATM.
- 2 ATM is at all times authorised to pass on price changes resulting from government-imposed levies and/or taxes or other measures, as well as cost increases such as increases in purchase prices, wage costs and transport costs that occur during the period between the date of the quotation and the time when the work is executed, directly and in full to the Client with due observance of any relevant legal requirements, provided that ATM is not to blame for the cost-increasing circumstances. ATM shall notify the Client of any such cost-increasing circumstances as soon as possible. If the price increase exceeds a percentage of 10%, the Client is authorised to terminate the Agreement.

Article 4 Payment

- 1 All costs associated with payment, including exchange fees and bank charges, are at the expense of the Client.
- 2 The invoice sent by ATM must be paid within 21 days of the invoice date, unless another payment term is agreed in writing. Where appropriate, especially for urgent orders, ATM is entitled to demand payment of an advance.
- 3 If no payment has been made within the term agreed upon in accordance with the previous paragraph, the Client is in default and ATM is entitled to charge the statutory commercial interest rate on the invoice amount for each day that payment has not been made following expiry of the aforementioned term.
- 4 Payment of the invoice amount must always take place without discount or settlement. Complaints as referred to in [Article 2](#) shall never give the Client the right to refuse or suspend payment of the price or additional costs in full or in part, while any reliance on setoff is expressly excluded.
- 5 Payments made by the Client shall always serve to settle all interest due and costs and subsequently those invoices which have been

- outstanding for the longest time, even if the other party states that the payment relates to a later invoice.
- 6 If in the event of late payment ATM deems it necessary to assign its claims to third parties for collection, the associated costs shall be borne by the Client. At ATM's discretion, the Client may be charged the actual costs that ATM itself is charged, or the costs calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*), plus statutory interest, subject to a minimum of €125. The mere engagement of a third party by ATM gives rise to liability for collection costs.
 - 7 ATM reserves the right at all times to demand security for timely payment for the purpose of work already performed or still to be performed.
 - 8 As additional security for the full payment of all claims that ATM may have or come to have against the Client, ATM is entitled to stipulate an undisclosed pledge on all claims the Client has or may come to have against its debtors.
 - 9 The Client undertakes, at ATM's first request, to declare all present and future claims that the Client has on its debtors, as referred to in the previous paragraph of this Article, and to co-sign a deed to be drawn up by ATM in that regard and also to cooperate in the creation of the undisclosed pledge. ATM is authorised to give notice of the pledge to the debtor of the pledged claim if the Client fails to meet its obligations towards ATM or if ATM has good reason to fear that those obligations will not be met.
 - 10 ATM is entitled, if in its opinion there is reason to do so, to suspend or not to perform all work assigned to it or agreed with it until such time as the Client has provided the security for payment required by ATM.
 - 11 ATM is also entitled to suspend its obligation to return all of the Client's goods in ATM's possession until the Client has met its payment obligations.

Article 5 Termination for breach and cancellation

- 1 In the event that the Client fails to meet its obligations, including in the event that it fails to make a payment by the agreed date, and in the event of bankruptcy, suspension of payments or liquidation of the Client's business, ATM has the right, without further notice of default or judicial intervention, to terminate the Agreement for breach in whole or in part with immediate effect, without prejudice to ATM's claims for compensation. In addition, ATM shall in this case be authorised to cancel all other ongoing transactions with the Client, insofar as they have not yet been executed, under the same conditions; each cancellation will always result in all debts owed to ATM becoming immediately due and payable.

Article 6 Liability of and indemnification by the Client

- 1 The Client is liable for damages suffered by ATM and costs incurred by ATM, including fines, claims, penalties and other measures imposed on ATM by the government, insofar as these damages and costs can reasonably be attributed to the Client in connection with non-compliance with its obligations arising from the Agreement entered into between the parties and/or these Conditions.
- 2 The Client shall indemnify ATM against any claims from third parties resulting from a failure to meet its obligations arising from the Agreement entered into between the parties and/or these Conditions.

Article 7 Special clauses

- 1 Without prejudice to the applicability of the above general provisions, the following special clauses shall apply to ATM's activities mentioned below under II, III and IV, on the understanding that, in the event of conflict, the special clauses shall prevail over the above general provisions.

II INDUSTRIAL CLEANING

Article 8 Obligations of the Client

- 1 The Client must provide all necessary information and specifications in relation to the cleaning activities to be performed by ATM, in particular concerning possible risks and hazards, before, at the time of, or in good time after entering into the Agreement but at the latest before commencement of the work by ATM, to enable ATM to assess which equipment and personnel to deploy and/or which safety requirements to take into account in order to be able to perform the work properly and safely. If the Client fails to provide ATM with such information or fails to provide the information in time, any warranty issued by ATM shall cease to apply.
- 2 The Client shall ensure at its own expense and risk that:
 - a. work that is not part of the assignment itself is performed properly and on time, to ensure that the work to be performed by ATM is not adversely affected or delayed;
 - b. ATM's staff are given the opportunity to carry out their work properly at all times;
 - c. any auxiliary workers, auxiliary equipment, as well as auxiliary and operating materials such as compressed air, power current, heating and lighting that ATM deems necessary are available to ATM at the correct location in good time and free of charge.
- 3 The Client and all persons who are on, in, or in the immediate vicinity of the property in respect of which ATM is to perform the work are required to comply with all safety, fire safety and discipline regulations applicable to ATM personnel and to follow any instructions issued by ATM in this regard.
- 4 In the event of loss of time due to failure to comply with one or more of the conditions set out in this Article, a reasonable extension of the completion period shall be granted taking into account all the circumstances.
- 5 Costs that arise as a result of failure to meet one or more of the conditions stipulated in this Article in due time shall be borne by the Client.
- 6 If work outside normal working hours is necessary or requested by the Client, a surcharge shall be charged in accordance with ATM's applicable business rates.

Article 9 Residues and/or waste

- 1 If hazardous or non-hazardous waste is released as a result of cleaning activities, ATM shall only be obliged to transport this waste elsewhere or to process it at a price to be agreed upon the Client's instruction.
- 2 If, as a result of cleaning work performed, materials and/or residues remain in tanks or other storage facilities of ATM, ATM may remove or otherwise dispose of them at the expense of the Client.

III TRANSPORT OF HAZARDOUS AND NON-HAZARDOUS WASTE

Article 10 Waste transport

- 1 ATM is at liberty to subcontract the transport to another carrier at any time. ATM does not need to obtain the Client's permission for this.
- 2 Transport by ATM of hazardous and non-hazardous waste takes place in accordance with and in compliance with all safety and legal requirements.
- 3 ATM warrants that its equipment is suitable and meets all requirements for the transport of the waste offered for transport by the Client, unless the Client has failed to provide ATM with correct information and specifications concerning the nature, properties, composition and origin of this waste before, at the time of, or in a timely manner after conclusion of the Agreement.
- 4 In its waste transport operations, ATM shall exercise the greatest possible care with regard to environmental health aspects. ATM is bound by a best-efforts obligation in this respect.
- 5 The Client shall not offer waste to ATM for transport other than that agreed upon. ATM is authorised to take samples of the waste

- substances upon taking delivery. If it transpires that the Client is offering waste for transport to ATM that differs in full or in part from that agreed upon, ATM is entitled either to refuse the agreed performance and to terminate the Agreement for breach in whole or in part with immediate effect, or to agree a revised price and/or revised conditions with the Client and to still carry out the assignment.
- 6 After taking delivery of the waste and as long as ATM is in possession of this waste in the context of the agreed transport, the waste remains the property and risk of the Client until such time as the addressee or processor has accepted the waste.

Article 11 Damage prevention measures and indemnification

- 1 In the event that, during transport and/or during loading and unloading, waste ends up in a location that has not been agreed upon, or soil, surface water and/or ground water are polluted, or there is leakage or spillage of hazardous or non-hazardous waste, ATM shall immediately take measures to prevent and/or limit damage.
- 2 In the event of damage to the property of the Client or a third party, ATM shall immediately inform the Client and, if known, the third party, and furthermore take all measures to limit further damage.
- 3 The costs arising from the measures to be taken as referred to in paragraphs 1 and 2 of this Article shall be borne by the Client insofar as these measures were necessary due to the Client's negligence or insofar as these costs can reasonably be attributed to the Client.
- 4 The Client shall indemnify ATM against damage as referred to in paragraph 2 of this Article insofar as caused to third parties, unless ATM can be blamed for the occurrence of the damage. In the latter case, Article 5 of the 'General Terms and Conditions of Afvalstoffen Terminal Moerdijk B.V.' shall apply in full.

IV WASTE LOGISTICS

IV.1 Leasing of storage facilities

Article 12 Obligations of the Client

- 1 When placing an assignment with ATM for the lease of storage facilities such as storage tanks and storage bins, hereinafter referred to as the 'lease equipment', the Client must explicitly and truthfully specify for which purposes and with regard to which goods/waste or other substances the Client wishes to lease these facilities from ATM.
- 2 During the lease term, the lease equipment is at the Client's risk.

Article 13 ATM warranty

- 1 ATM shall make every effort to ensure that its lease equipment complies with all legal and other regulations and internal guidelines, unless the Client has failed to meet its obligation referred to in [Article 12 paragraph 1](#), in which case the warranty shall lapse in full.

Article 14 Execution

- 1 Unless otherwise agreed in writing, ATM shall deliver the lease equipment to the Client. Upon receipt of the lease equipment, the Client must sign ATM's lease documents for approval. The Client must immediately inform ATM of any complaints or defects with respect to the lease equipment and note them on the lease documents. If the Client fails to notify ATM of any complaints or defects or state them on the relevant documents, the Client is deemed to have received the lease equipment in good condition.
- 2 If ATM deems it necessary, ATM may require the Client to pay ATM a deposit, the amount of which shall be determined by ATM, before the lease equipment is made available to the Client.
- 3 The Client must use and treat the lease equipment with due care and in the usual manner, taking into account any instructions obtained from ATM. Following use and/or expiry of the lease term, the Client must return the lease equipment to ATM in a clean state. If the Client fails to do so, ATM is entitled to charge the Client the costs of cleaning.

- 4 The lease equipment remains the property of ATM at all times and may only be made available to third parties and/or transported with ATM's prior written consent.

Article 15 Liability of the Client; exoneration and indemnification of ATM

- 1 The Client shall be liable for all damage caused to the lease equipment during the lease term, regardless of through whose fault or negligence this damage was caused.
- 2 ATM shall never be liable for damage, of whatever nature and from whatever cause, inflicted on the Client or third parties by the lease equipment. The Client undertakes to indemnify ATM against any claims made by third parties against ATM in this respect.

Article 16 Repair work

- 1 All repair work to the lease equipment must exclusively be carried out by or on behalf of ATM. Any repair work during the lease term, other than usual repairs or work to repair normal wear and tear, is at the expense of the Client.

IV.2 Waste treatment and processing:

general Article 17 Composition of waste

- 1 All waste offered by the Client, including ship waste, must meet the requirements as described in the Agreement or in the acceptance procedures that form part of ATM's current integrated physical environment permit.

Article 18 Obligations of the Client

- 1 Before ATM issues a quotation for waste processing and before any agreement is reached on the subject, the Client must inform ATM of the nature, properties, composition and origin of the waste to be processed and/or treated. In addition, further specific information must be provided by the Client at ATM's request.
- 2 ATM shall decide whether sampling of the substances is necessary and by whom it is to be carried out. The costs of sampling shall be borne by the Client, unless otherwise agreed.
- 3 Sampling can take place in one of the following ways:
 - a. the Client grants a person designated by ATM access to the waste for the purpose of taking samples. The Client and the person taking the samples date the samples and sign them. The samples are handed over to ATM or a third party designated by ATM for analysis; or
 - b. the Client sends ATM the number of waste samples requested by ATM, together with the date the samples were collected, a brief description of the waste and the Client's signature.ATM shall, upon request, inform the Client in writing of the results of the analysis performed on the samples.

Article 19 Acceptance inspection

- 1 ATM is entitled at all times to carry out an acceptance inspection on every waste batch received or to be received. The costs of the acceptance inspection, as well as of any separate acceptance of the waste, shall be borne by the Client, unless the parties have agreed otherwise.
- 2 If an acceptance inspection of a received batch reveals that the waste batch offered by the Client does not meet the requirements agreed between the parties and/or the requirements laid down in these conditions, the Client will owe the usual rate for collection of this non-conforming batch, both for the non-conforming batch collected and for the waste collected that has become contaminated as a result of taking delivery of the batch. The Client is also required to compensate ATM for work already performed, costs incurred and damages suffered. This provision does not affect ATM's right to terminate the Agreement for breach as referred to in Article 21 paragraph 5.

- 3 In the case referred to in paragraph 2, ATM shall provide the Client with a written specification, which shall in any case state the quantity of waste involved, the processing fee per unit of waste to be processed, the other costs and the competent permit holder to whom the contaminated batch has been or will be taken.

Article 20 ATM quotations

- 1 Only after ATM has received all relevant information about the waste to be treated and/or processed and, where applicable, the results of the sample analysis are known to ATM, shall ATM provide the Client with the following in writing:
 - a. a quotation for the work, or
 - b. notification that ATM cannot/will not accept the waste offered.
- 2 If ATM issues a quotation for the work, ATM shall - as far as possible at that time - indicate the acceptance conditions and the specifications that the waste must meet. Quotations issued by ATM are subject to change and may be withdrawn by ATM at any time, for example, if it transpires that a different processing method and corresponding acceptance conditions are to be applied than originally assumed by ATM.

Article 21 Execution; transfer of ownership and risk

- 1 After the Agreement has been concluded, ATM will take receipt of the waste at the agreed location. The Client shall ensure the legally prescribed or agreed manner of packaging, labelling and/or packing.
- 2 If the price is determined on the basis of volume and/or weight, ATM shall determine the weight using calibrated and/or legally compliant equipment. ATM shall, upon request, offer the Client the opportunity to be present during this process. The volume and/or weight of the waste thus determined by ATM shall be binding on the parties.
- 3 Transfer of ownership takes place after sampling, analysis and subsequent acceptance by ATM. Only after the transfer of ownership does the risk in respect of the waste pass to ATM. However, if the waste deviates in whole or in part from the information provided by the Client, or deviates from the sample analyses referred to in Article 18, and/or if it transpires that the Client has failed to comply with the legal and/or contractual obligation to package, label or pack and/or the Client has failed to comply with any agreed or legal obligation in any other way, the transfer of ownership and risk in respect of the waste to ATM shall be deemed not to have taken place.
- 4 The Client is also obliged, even after receipt of the waste by ATM, to provide ATM, on request, with further information about the nature, properties, composition and origin of the waste.
- 5 If, after receipt, it becomes apparent that the waste deviates in whole or in part from the information provided by the Client and/or deviates from the sample analyses and/or that the Client has failed to comply with statutory regulations and/or contractual obligations, ATM has the right to terminate the Agreement for breach in whole or in part with immediate effect. The Client is obliged to take back the waste to which the termination relates at ATM's first request and at its own expense and risk, unless the parties enter into a new agreement in respect of the waste in accordance with paragraph 6. In the event of termination for breach, the Client is required to compensate ATM for costs already incurred in executing the Agreement, as well as for any damages ATM may have incurred, including fines, claims, penalties and other government measures. ATM is under no circumstances liable for loss or damage caused by the rejection of waste by its treatment or processing plant.
- 6 ATM may, but is not obliged to, make a new offer in respect of the waste to which the termination relates. Ownership and risk associated with the waste to which the termination relates shall not pass to ATM until the amended or replacement agreement has been concluded.
- 7 ATM is entitled at any time to refuse to take delivery of the waste or to stop taking delivery of the waste if the legal requirements, including ATM's permit, are not/cannot be met, or if there are strong indications that the offered ship or other waste does not meet the requirements as described in the Agreement, or in the acceptance

procedures that form part of ATM's current integrated physical environment permit. In such cases, ATM may still conduct an acceptance inspection, in which case the Client is obliged to follow ATM's instructions without delay.

Article 22 Countercheck

- 1 In the event of a non-conforming batch, the Client shall be entitled to have a countercheck carried out by an accredited laboratory on the sample already taken, at its own expense.
- 2 If the findings of the countercheck differ from those of the previous inspection, ATM is entitled to have a third inspection carried out.
- 3 If ATM chooses to rely on the findings of the countercheck, ATM will only charge the Client the regular fee for taking delivery of the waste, and ATM will bear the costs of the countercheck.

Article 23 Customs and excise matters

- 1 In the event that the Client submits customs or excise matters to ATM, the Client shall notify ATM thereof prior to submission. The Client will take care of obligations pursuant to relevant customs and excise laws and regulations.

IV.3 Additional provisions relating to the treatment and processing of ship

waste Article 24 Composition of ship waste

- 1 Only waste generated in the course of normal operations on board the ship and/or the transport of cargo may be offered as ship waste.
- 2 Prior to taking delivery, the Client must provide ATM with a written statement, signed by the Client, demonstrating that the ship waste to be received meets the conditions described in paragraph 1 and Article 17. The Client is also obliged to inform ATM of its own accord of any circumstances, including the use of chemicals and/or cleaning agents, that may result in a different composition of the ship waste.
- 3 If the Client fails to provide the statement referred to in paragraph 2, or if the Client explicitly indicates that there is a risk that the ship waste does not meet the requirements referred to in paragraph 1 and Article 17, or if ATM has strong evidence that the batch to be received does not meet these requirements, ATM shall not take delivery of the batch until an acceptance inspection has shown that the batch meets said requirements.

Article 25 Description of waste, operational provisions relating to taking delivery

- 1 The Agreement between the parties shall include the following information as a minimum: the vessel's details, time, location, type and quantity and the rate for the ship waste to be received.
- 2 ATM may require the Client to fully and truthfully complete and sign a safety checklist prior to taking delivery.
- 3 ATM shall ensure that appropriate receptacles are available at the agreed time and place.
- 4 The Client shall ensure that ATM can start to take delivery of the ship waste at the agreed time and place.
- 5 The Client shall pay ATM the hourly rate stipulated in the Agreement and any costs incurred by ATM as of the agreed time for commencement of the work, if ATM cannot yet start to take delivery through no fault of its own.
- 6 Delivery shall be taken of the waste using a receptacle whereby the batch may be added to other comparable batches of ship waste. In accordance with the provisions of ATM's permit under the Environmental Management Act (*Wet Milieubeheer*), multiple batches received in this way are stored together in the collection facility before any acceptance inspection takes place.

Article 26 Sampling

- 1 The Client must ensure that the batch or batches to be received can be easily sampled on site before taking delivery. It must be possible to sample each collection container, for example tank or drum, separately.
- 2 ATM may decide to take a sample, or have a sample taken, from each batch of ship waste to be received before taking delivery. The Client is obliged to cooperate in this process and, if requested, to sign the sample.
- 3 ATM can take a flow sample from a pipe/hose during the transfer of liquid ship waste. This flow sample constitutes conclusive proof between ATM and the Client.
- 4 ATM shall offer the Client the opportunity to attend the sampling. The samples shall be numbered, dated and signed by ATM. ATM shall offer the Client a partial sample.

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