

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

Article 1 Applicability of General Terms and Conditions

- 1 These General Terms and Conditions are applied by Afvalstoffen Terminal Moerdijk B.V., hereinafter referred to as: 'ATM' These General Terms and Conditions apply to all offers drafted by ATM and to all agreements that it concludes with its contracting partner (which refers either to the Supplier or to ATM's Client). They also apply to any additional or subsequent orders.
- 2 If the Dutch text of the General Terms and Conditions differs from its translation into English or another language, the Dutch text takes precedence.

Article 2 Applicable law and choice of forum

- 1 All requests to ATM for offers, offers from ATM and all agreements between ATM and its contract partner, as well as any disputes arising from these, are governed by Dutch law.
- 2 Disputes between ATM and its contract partner shall be submitted solely to the competent court in Rotterdam.

Article 3 Authorisation to deploy assistants; meaning of terms

- 1 For the execution of an order, ATM may deploy one or more natural persons and/or legal entities that may or may not be affiliated, directly or indirectly, to ATM.
- 2 No term within which ATM must deliver a performance is deemed to be a final deadline unless otherwise agreed.

Article 4 Insurance obligation

- 1 If the agreement with the contract partner provides for the realisation of a work or the lease of a ATM storage facility, the contract partner must contract insurance for that work or for the leased storage facility, under which the interests of ATM are co-insured. ATM also has the right to require the contract partner to contract liability insurance. The contract partner must allow inspection of the relevant policies at ATM's earliest request.

Article 5 Limitation of ATM's liability

- 1 All liability for damage, direct or indirect, of any description whatsoever, that ATM's contract partner may unfortunately suffer is limited to the amount due for the performance of ATM, unless the damage is caused deliberately or through gross negligence on the part of a managing director or manager of ATM. In any event, ATM's liability shall in no case extend beyond the amount that ATM's insurer will pay out in the case in question.

Article 6 Special provisions

- 1 If ATM acts as a client or buyer, the Additional Purchasing Terms and Conditions of ATM apply in addition to these General Terms and Conditions. These Additional Purchasing Terms and Conditions shall be sent to the contract partner (the Supplier) at its earliest request. They can also be downloaded from the website at www.atmmoerdijk.nl.
- 2 If ATM acts as a supplier or buyer, the Additional Sales Terms and Conditions of ATM apply in addition to these General Terms and Conditions. These General Terms and Conditions shall be sent to the contract partner (the Client) at its earliest request. They can also be downloaded from the websites at www.atmmoerdijk.nl.

ADDITIONAL PURCHASING TERMS AND CONDITIONS of Afvalstoffen Terminal Moerdijk B.V.

These Additional Purchasing Terms and Conditions of Afvalstoffen Terminal Moerdijk B.V. (ATM) form a supplement to the General Terms and Conditions applied by ATM.

Article 1 Applicability of Additional Purchasing Terms and Conditions

- 1 These Additional Purchasing Terms and Conditions apply to all lawful actions of ATM concerning the purchasing of goods and services (hereinafter referred to as: 'the delivery'). All other terms and conditions are explicitly excluded. Derogations from and/or additions to these Additional Purchasing Terms and Conditions are binding only and in as far as ATM has consented to these in writing.

Article 2 Offer and Acceptance

- 1 Every offer to ATM must be made in writing (including by electronic means) and may not be revoked for a term of 30 days. Even after the expiry of this term, an offer can no longer be revoked after ATM has sent a written acceptance.
- 2 ATM is bound by its agreements with the Supplier only after a representative of ATM authorised for that purpose has issued a written acceptance (order).
- 3 All orders and change orders issued by ATM must be confirmed by the Supplier by returning a copy of the order or change order, signed for consent, within 14 days, unless another term is shown in the order or change order. ATM may withdraw an order or change order at any time before it has been confirmed by the Supplier.

Article 3 Changes and Additions to the Contract

- 1 Changes and additions to the contract are binding only if agreed in writing.

Article 4 Guarantee of Quality and Capacity of the Delivery

- 1 The Supplier guarantees ATM:
 - a. that the delivery is complete and is fit for the purpose for which it is intended;
 - b. that the delivery complies fully with the requirements contained in the order, the specifications, drawings, calculations and/or other documents provided by ATM;
 - c. that the delivery at least complies with the statutory and government requirements applying in the Netherlands, unless the contract provides otherwise;
 - d. that, in as far as the delivery is made to a location outside the business premises and/or sites of the Supplier, the delivery complies with the laws and government regulations applying for that location and with the regulations declared applicable by ATM or its buyer for that location;
 - e. that the delivery is of good quality and free of design, execution and/or material faults/defects and of viruses and that new materials and skilled personnel were used or deployed for the execution of the work for the delivery;
 - f. that if the delivery comprises the supply of contract labour, this supply shall comply with the statutory requirements and the contract employees shall comply with the agreed or, if no specific agreements have been contracted in that regard, with the generally applicable requirements of professional skills and that the agreed number of contract employees shall be available at all times during the agreed period.
- 2 If the contract and/or the accompanying appendices refer to technical, safety, quality and/or other regulations that are not attached to the contract, the Supplier is deemed to be aware of these unless it notifies ATM of the contrary in writing, without delay. In that case, ATM shall provide the Supplier with further information on these regulations.

Article 5 Interim Inspections, Examinations and Tests

- 1 ATM has the right at all times to (arrange to) conduct interim inspections and/or tests and/or progress checks on the delivery and the accompanying goods and/or work. The Supplier shall provide the necessary personnel and material assistance for that purpose, within reasonable limits, shall grant the persons or institutions designated by ATM access to the location at which the assignment is performed at all times, and shall make a suitable area available for the interim inspection, examination or test.

- 2 If interim inspections, examinations or tests have been agreed that must take place at the initiative of the Supplier or ATM, the Supplier shall notify ATM of the planned time of the inspection, examination or test in writing on each occasion, so that ATM can attend or be represented at the inspection, examination or test if required.
- 3 All interim inspections, examinations and tests shall take place on the basis of the requirements, regulations and documents referred to in Article 4.
- 4 All costs relating to the interim inspections, examinations and tests, with the exception of the costs of the ATM personnel and/or other persons ATM has designated as a representative, are borne by the Supplier.
- 5 In the event of rejections, ATM shall notify the Supplier without delay, stating the reasons. The Supplier shall then be required to improve or replace the rejected delivery at its own expense, within a term set by ATM.
- 6 If the Supplier deploys subcontractors or sub-suppliers for the delivery, it shall impose the requirements referred to in this Article on those subcontractors or sub-supplier on behalf of ATM.
- 7 Interim inspections, examinations or tests, or the lack thereof, do not entail acceptance.

Article 6 Final Inspection, Final Testing and Acceptance

- 1 Written approval of the delivery by ATM is deemed to be acceptance thereof, without prejudice to the provisions of paragraph 4.
- 2 If the delivery is subject to a final examination or final test, the provisions contained in Article 5 apply likewise, with the exceptions of the provisions of Article 5(7).
- 3 If and in as far as the delivery is required to have properties, the presence of which can only be determined after the erection, assembly or installation of the delivery, the final examination or final test shall take place as soon as the delivery or the object for which the delivery is intended is ready for that purpose.
- 4 If and in as far as the additional delivery of certificates, attestations, assembly regulations, maintenance and operating regulations, drawings or other documents, or the provision of training and instruction has been agreed, these form part of the delivery and acceptance is not deemed to have been granted until the delivery or provision of these has taken place.
- 5 All documents forming part of the delivery must be drafted in Dutch.
- 6 The Supplier grants ATM the right to also use the delivery prior to its acceptance.

Article 7 Packaging and Dispatch

- 1 The Supplier shall package and/or secure the delivery in such a way that this reaches its destination in good condition and can be unloaded there safely. Packaging must comply with the relevant statutory requirements.
- 2 The Supplier shall strictly follow ATM's instructions concerning conservation, marking, dispatch, insurance of the transport risk and the delivery of the accompanying dispatch documents.
- 3 ATM may reject shipments that do not comply with the provisions of paragraphs 1 and 2.
- 4 ATM reserves the right to return packaging to the Supplier at the Supplier's risk and expense, for crediting of the amount charged to ATM for this by the Supplier.

Article 8 Transfer of Ownership and Risk

- 1 In as far as these Additional Purchasing Terms and Conditions or the contract do not provide otherwise, the ownership and risk of the delivery are transferred to ATM on their delivery at the agreed location, following explicit acceptance. In the event of payments made prior to the delivery, the ownership is transferred to ATM at the time of payment, in the amount of the payment.
- 2 If ATM makes goods available to the Supplier for treatment or processing, or for cleaning or mixing with goods that are not owned by ATM, ATM remains the owner thereof or ATM becomes the owner of the goods created in that manner. The Supplier is required to keep possession of such goods, clearly marked, and bears the risk for these until the time of their delivery to ATM.
- 3 If ATM makes goods available to the Supplier in order to assemble these or to test or commission the goods already assembled, and if ATM assigns supervision of the assembly of these goods, the Supplier bears the risk of the goods from the time at which they are provided until the delivery is accepted by ATM. If the Supplier delivers the goods to the

construction site and assembles or supervises these, it bears the risk of the goods without interruption until they have been accepted by ATM.

Article 9 Delivery and Delivery Times

- 1 Compliance with the contract at the time laid down in the contract is an essential obligation for the Supplier.
- 2 If the Supplier fails to comply with the provisions of paragraph 1, ATM has the right to dissolve the contract in full or with regard to the part thereof that is not delivered in time, without further notice of default, without the intervention of a court and without prejudice to ATM's other rights, and to instruct a third party to make the delivery at the Supplier's expense.
- 3 As soon as circumstances arise or can be foreseen as a result of which the Supplier will be unable to comply with the obligation referred to in paragraph 1, the Supplier shall notify ATM of this in writing without delay, stating the nature of the circumstances, the measures it has taken or will take and the anticipated duration of the delay, in the absence of which it can no longer invoke such circumstances at a later date. The invocation of force majeure shall not indemnify the Supplier if it has not complied with this obligation.
- 4 Delivery shall take place subject to the Delivered Duty Paid (DDP) condition, in accordance with the latest version of this DDP Incoterm published by the International Chamber of Commerce.

Article 10 Guarantee

- 1 The Supplier guarantees that it will restore all defects arising in the delivery without costs for ATM, unless the Supplier shows that these defects are not the result of errors/faults in the design or execution of the delivery or, to the extent that the delivery consists of goods, of defective materials. This guarantee applies for 24 months following acceptance or commissioning of the delivery or of the object for which it is intended, with the guarantee term commencing on the latter of these incidents, unless a different term has been specified in the contract. The Supplier also undertakes to perform this restoration at the earliest opportunity, and in any event within the reasonable term set by ATM on its claim, by means of repair or replacement, at the discretion of the Supplier, of the defective delivery or the defective parts thereof.
- 2 The Supplier is required to bear all costs that must be incurred in order to facilitate the restoration of the defects for which it is liable pursuant to the provisions of paragraph 1, including but not limited to the costs of building in and extending, transportation and the like.
- 3 In the absence of proper compliance with this restoration obligation and/or compliance within the set term, as well as in urgent cases, ATM has the right to perform the necessary work or to provide for it to be performed by third parties at the Supplier's risk and expense, provided that the Supplier is notified of this at the earliest opportunity.
- 4 If the delivery cannot be used due to a defect attributable to the Supplier, the period referred to in paragraph 1 shall be extended by the restoration time. The period referred to in paragraph 1 recommences in relation to the restored or replaced parts of the delivery from the date of commissioning/commencement of use following the restoration.
- 5 The risk of the goods to be replaced/repared is borne by the Supplier during the term for restoration of the defective delivery. The Supplier must take possession of these goods at the earliest opportunity, unless ATM requests that the goods to be replaced/repared be made available to ATM for examination.
- 6 The provisions of the preceding paragraphs of this Article and/or of the other Articles of these Additional Purchasing Terms and Conditions do not relieve the Supplier from its other statutory liabilities and obligations.

Article 11 Transfer of Rights and Obligations

- 1 The Supplier shall not transfer its rights and obligations arising from the contract, the General Terms and Conditions and these Additional Purchasing Terms and Conditions to third parties, partially or in full, without the prior written consent of ATM. Such consent is without prejudice to all other obligations arising for the Supplier from the contract, the General Terms and Conditions and these Additional Purchasing Terms and Conditions.

Article 12 Liability and Indemnification

- 1 The Supplier is liable for all damage that may arise in connection with the execution of the obligations arising from the contract.
- 2 The Supplier indemnifies ATM against third-party claims relating to defects in goods delivered and to be delivered and to aids used in the execution of the contract, or due to the actions or omissions of the Supplier, its personnel or other parties involved by the Supplier in the execution of the delivery.
- 3 If the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act and/or the Wages and Salaries Tax and Social Security Contributions (Liability of Hirers of Contract Staff) Act apply, the Supplier also indemnifies ATM against third-party claims (including the Tax and Customs Administration and contract staff) for non-compliance by the Supplier or its subcontractor with its obligations pursuant to the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act and/or the Wages and Salaries Tax and Social Security Contributions (Liability of Hirers of Contract Staff) Act.

Article 13 Dissolution and Cancellation

- 1 If the Supplier defaults on its contractual obligations, and in the event of the Supplier's insolvency, if it is granted a moratorium on payments or if its business is liquidated, ATM has the right, without issuing any further notice of default and without the intervention of a court, to dissolve the contract with immediate effect, partially or in full, without prejudice to its other rights.
Without prejudice to the provisions of the preceding paragraph, ATM has the right at all times to cancel the order, partially or in full. In that case, ATM shall reimburse the Supplier only for the costs incurred prior to the cancellation, plus a reasonable amount for overhead and profit.
- 2 All existing or future receivables of ATM from the Supplier in such cases shall be payable in full on demand.

Article 14 Price, Additional and Less Work and Payment

- 1 Unless agreed otherwise, all prices offered to ATM are fixed and may not be increased. All prices shall be denominated in euros and are exclusive of value added tax (VAT).
- 2 Unless otherwise agreed, prices include all costs, including (but not limited to) the costs of transportation, clearance, insurance, packaging, storage, labour, licensing fees and all taxes and (other) duties payable in relation to the execution of the contract.
- 3 ATM acknowledges additional and less work only if this has been agreed in writing.
- 4 Payment of the invoice shall take place within 60 days of receipt of the invoice and approval of the delivery. In no case shall payment qualify as acceptance of the delivery.
- 5 ATM has the right to settle receivables of the Supplier that can be valued in money with receivables of ATM from the Supplier.

Article 15 Breaches of Patents, Licences, Etc

- 1 The Supplier declares that the delivery does not breach any industrial/intellectual property rights of third parties or infringes third-party rights in other ways. The Supplier indemnifies ATM against third-party claims in this regard, if and in as far as the breach is not the consequence of a design prescribed by ATM.

Article 16 Confidentiality and Intellectual Property Rights

- 1 The Supplier is required to maintain absolute confidentiality in respect of third parties with regard to all business matters of ATM of which it becomes aware on the basis of the contract, in the broadest sense, including information concerning regulations, models, drawings, designs and the like. The Supplier does not have the right to disclose the existence of the contract to third parties on websites and/or in brochures, advertisements or by other means in media, letters and the like without the prior written consent of ATM.
- 2 All drawings, documents, designs, images, models, test models, software and all other data provided to the Supplier by ATM remain the property of ATM. ATM retains the copyrights and/or any intellectual property rights for these.
- 3 ATM acquires all intellectual property rights arising or resulting from the execution of the contract by the Supplier, including (but not limited to) all rights to drawings, designs, custom software, methods and technologies developed especially for ATM.