

GENERAL TERMS AND CONDITIONS OF SALE

RENEWI BELGIUM | Version October 2017

CHAPTER I. GENERAL PROVISIONS

In these terms and conditions, the following terms shall have the following meanings:

Acceptance: the finding, at the Treatment or Processing Plant at the latest, that both the presented Waste itself and the way in which it has been presented comply with the Agreement.

General Terms and Conditions: the instructions given by or on behalf of the Contractor to the Client concerning the amount, nature, properties and composition of the Waste itself, as well as the way in which this must be presented to the Contractor.

Waste: all substances, preparations or other products (including hazardous products) presented to or destined for the Contractor in the context of executing an Agreement concluded between Parties – or the making of an offer to that end – which the Client is disposing of or has the intention to dispose of, with a view to their removal.

General Terms and Conditions: these Contractor's general terms and conditions.

Treatment or Processing Plant: the plant in which the waste is made suitable for reuse, useful application or is removed, or where waste is stored or transhipped.

Collection Facility (Facilities): all facilities such as containers, receptacles, pallets, vehicles etc. for the purpose of collection, temporary storage, carriage and/or removal of Waste.

Client: Natural or legal person that concludes an Agreement with the Contractor or requests a quotation to that end.

Contractor: Renewi Belgium NV, Renewi NV and all other Belgium companies of the Renewi group.

Parties: Contractor and Client.

Agreement: any agreement to which the General Terms and Conditions apply.

Statutory Provisions: provisions of applicable legislation in Belgium.

1. APPLICABILITY AND CONCLUSION

- 1.1. The General Terms and Conditions apply to the conclusion, content and execution of the Agreement, as well as to all other legal acts and legal relationships between Client and Contractor. Entering into the Agreement legally entails the acceptance of the General Terms and Conditions.
- 1.2. The applicability of any general terms and conditions used by the Client, whatever these may be called, is expressly excluded.
- 1.3. Once the Client has entered into a contract under the General Terms and Conditions, it agrees to the applicability of the General Terms and Conditions to subsequent Agreements.
- 1.4. The Contractor reserves the right to make unilateral changes or additions to essential provisions of the General Terms and Conditions. Changes and additions shall be communicated to the Client in writing beforehand and will take effect on the date stipulated by the Contractor. In the absence of a response from the Client within 15 calendar days of notification of these changes, it will be considered to have accepted these.
- 1.5. The Client will be represented by an authorised signatory (or signatories) for the conclusion and signing of an Agreement. The Client is aware of the option to sign the Agreement digitally, via electronic signature.

2. DURATION, EXCLUSIVITY AND TERMINATION

- 2.1. Except in the case of orders for the occasional collection, carriage, treatment and/or removal of Waste, the Agreement is entered into for a duration of sixty months. The Agreement will be renewed tacitly each time for the same period as the original contract term, subject to prompt cancellation by registered letter pursuant to Clause 2.3.
- 2.2. The Agreement shall come into effect on the date of signing by both Parties, unless Parties have agreed otherwise in writing. If the effective date of the Agreement differs from the date of its signing and the effective date is not stipulated further in the Agreement and, for example, depends on circumstances that are bound to occur in the future, then the Agreement will come into effect no later than six (6) months after the date of signing by both Parties, on the understanding that the Client, from that moment, must (a) enable the Contractor to install Collection Facilities and perform the agreed services, and (b) that the agreed prices and rates will fall due to the Contractor. If for whatever reason the Client refuses to lend its cooperation to this, then that refusal shall be regarded as a serious contractual breach on the part of the Client, which will allow the Contractor to invoke application of Clause 2.8.
- 2.3. Cancellation of the Agreement is possible, by means of registered letter, and with due regard for a notice period of at least six months prior to the end date of the current Agreement. If the end date of the Agreement is not irrefutably laid down, then the six-month notice period shall apply with effect from the month following the date of the registered cancellation letter. Unless otherwise agreed in writing, the same collection frequency will be maintained during the notice period.
- 2.4. During the term of the Agreement the Client is not permitted to conclude a similar agreement with third parties in respect of the Waste.
- 2.5. Except in the case of serious contractual breach by the Contractor, the Client is not permitted to terminate the Agreement prematurely.
- 2.6. A breach of the provisions set out in Clauses 2.2 to 2.5 inclusive shall be regarded as a serious contractual breach that allows the Contractor to invoke application of Clause 2.8.
- 2.7. If either of the Parties is declared bankrupt or subject to a winding-up order, or commences liquidation proceedings, or lodges a petition pursuant to the Belgian Act on the Continuity of Enterprises, or if all or part of the goods provided by or

on behalf of the other Party within the framework of the Agreement are attached, or if all (or part of) its property is put under administration or it loses the power to manage and/or dispose of all or a proportion of its assets, or otherwise finds itself in an obvious state of insolvency, the other Party is entitled, without prejudice to its right to compensation, to dissolve the Agreement extra-judicially, in whole or in part, with immediate effect, by operation of law and without notice of default, subject to notification thereof to the other Party by registered letter.

- 2.8. In the event of serious contractual breach or premature cancellation of the Agreement by the Client, the Contractor is legally entitled, without notice of default, to terminate the Agreement with immediate effect at the Client's expense, without period of notice or compensation in lieu of notice. If applicable, the Client shall be liable by law and without notice of default for damages at least equivalent to half the amounts still owed for rent and emptying if the Agreement had been executed normally until the due date (the "Amounts Owed"), with a minimum of one thousand five hundred (1,500) euro, without prejudice to the Contractor's right to receive full compensation for its losses. If no fixed periodic compensation has been agreed for these particular services, then the Amounts Owed will be calculated on the basis of the amounts invoiced monthly by the Contractor in the twelve-month period immediately preceding the date on which the Contractor received notice of cancellation by registered letter.
- 2.9. If the Agreement is terminated pursuant to Clauses 2.7 and 2.8 of the General Terms and Conditions, the Client is obliged to take back the Waste described in the Agreement at its own expense and risk, on request from the Contractor.

3. PRICES

- 3.1. The agreed prices and rates, unless otherwise agreed, are quoted in euro, exclusive of VAT.
- 3.2. The Contractor is at all times entitled to charge the Client for all costs associated with the execution of the Agreement, such as call-out charges, installation charges (at least one hundred euro per container), exchange charges (at least one hundred euro per container), return charges (at least one hundred euro per container) and transaction and administrative charges, as well as costs associated with all legal acts and legal relationships resulting from the Agreement.
- 3.3. The Client shall owe a surcharge, the "environmental contribution", on top of the net invoice amount.
- 3.4. The Contractor expressly reserves the right to pass on to the Client any taxes and/or levies and/or charges for the Contractor as a result of circumstances beyond its control (e.g. in the event of a change in legislation, a government decision or the introduction of a new levy or tax). In the event of an increase in raw material or energy prices, a rise in processing costs and/or a change in the location where the treatment and/or processing takes place, the Contractor reserves the right to push through a price increase. In the event of any closure of a tip or incinerator and/or rejection of the presented waste by the processor, the Contractor is entitled to amend the carriage and processing charges as well as the landfill levies, environmental levy etc. depending on the different final destination.
- 3.5. If a particular carriage charge has been agreed, this will include fifteen minutes' loading and fifteen minutes' unloading per container. Any time beyond this will be charged to the Client pro rata based on a fixed hourly rate.
- 3.6. Price indexing: without prejudice to the provisions of the other paragraphs of this clause, the Contractor is entitled to increase its prices periodically in accordance with the I.T.L.B. index for transport-related charges, the consumer price index for energy-related charges and/or other customary indexes in the sector for charges related to wages, materials and processing.

4. ADDITIONAL WORK, EXCESS WEIGHT, CHANGES

- 4.1. The Client is entitled to make unilateral amendments to the Agreement if it deems it necessary or useful for a good execution of the Agreement, for example due to the nature and composition of the Waste, change of collection or processing method or if required by the Statutory Provisions.
- 4.2. For each Collection Facility a maximum weight of 120kg per m³ applies (amount in words: one hundred and twenty kilos per cubic metre). This maximum weight can be unilaterally amended by the Contractor. If the Contractor discovers that the Client has exceeded the applicable maximum weight, then the Contractor shall notify the Client of this, and may charge extra. After two notices regarding exceedance of the maximum weight, the Client shall be obliged, upon payment of the agreed rates, to have the necessary additional Collection Facilities installed by the Contractor. All damage and additional costs associated with exceedance of maximum weight shall be borne by the Client.
- 4.3. The Contractor expressly reserves the right to carry out additional work and to charge the Client for this accordingly, if – in the Contractor's opinion – this serves the interest of the Client and/or execution of the Agreement.
- 4.4. If Clause 4.2 is applied, the Contractor shall notify the Client of this in writing beforehand. Mention will also be made of any price amendments resulting from this.
- 4.5. Any Client holiday closures of at least ten working days and which are communicated to the Contractor in writing by letter or e-mail one month prior to their start date, may give grounds for a change in routes and an adjustment note. An administrative fee will be charged for drawing up this adjustment note. Subject to force majeure, in the event of failure to issue prompt notification of a holiday

closure within the meaning of Clause 4.5, the Client shall owe the subscription rate for the duration of the closure.

5. COMMENTS

- 5.1. Any alleged shortcoming on the part of the Contractor must be reported to the Contractor by the Client in writing by registered post within no more than fourteen days of discovering or of reasonably having been able to discover such a shortcoming, on penalty of lapse of the Client's right to invoke this shortcoming. Any such report shall not suspend the Client's payment obligation.
- 5.2. The Client shall not be permitted, without express prior written consent of the Contractor, to rectify or attempt to rectify an alleged defect itself or to have this done. A breach of this provision by the Client constitutes a breach of contract within the meaning of Clause 2.8 of the General Terms and Conditions.

6. PAYMENT

- 6.1. Payment of the Contractor's invoice shall take place no more than thirty calendar days after invoice date. Under no circumstances shall the Client be entitled to any discount, setoff or suspension of payment. Any objection regarding an invoice must reach the Contractor, on penalty of lapse of the Client's rights, in writing by registered post with reasons given, no more than fourteen days after invoice date. Any such objection shall not suspend the Client's payment obligation.
- 6.2. If the payment term of Clause 6.1 is not observed, the Contractor shall by law, and without notice of default, be entitled to payment of interest pursuant to Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions. The Contractor is also entitled to send an invoice reminder and can charge an additional fixed fee each time.
- 6.3. If the Client has still not paid after the payment deadline has expired, the Contractor is entitled by law, and without prior notice of default, to compensation in the amount of ten per cent of the unpaid invoice(s), without prejudice to the Contractor's right to compensation of the loss or damage actually suffered.
- 6.4. The Contractor is entitled to suspend performance of its contractual obligations (such as the collection of the Waste) until the Client has paid the Contractor's unpaid invoices or has paid sufficient charges, or has provided security. A suspension of this nature shall not affect the charging of a subscription fee for the Collection Facility that has been provided. If the Client fails to comply within fourteen days, after a request to that end from the Contractor, this will constitute a breach of contract within the meaning of Clause 2.8 of the General Terms and Conditions.

7. LIABILITY OF CONTRACTOR

- 7.1. The liability of the Contractor is limited to the amount that will be paid out, if applicable, by its liability insurance. If the Contractor's liability insurance does not provide cover, for whatever reason, the Contractor's liability shall in any event be limited to the amount invoiced by the Contractor to the Client within the context of the execution of the Agreement in a twelve-month period prior to the harmful event. However, the Contractor's liability is in all circumstances limited to EUR 50,000.
- 7.2. Except in cases of intent or fraud, the Contractor shall not be liable for business losses, material or immaterial consequential loss, or indirect loss.
- 7.3. The Contractor shall not be liable for any loss or damage that occurs because the Treatment or Processing Plant rejects Waste. If applicable, the Waste will either be given back to the Client without the Contractor incurring any liability, or – if this is possible and the Client expressly requests it – presented to another Treatment or Processing Plant for processing, at the Client's expense.
- 7.4. The Contractor shall not be liable for loss or damage incurred by third parties as a result of any subsidence and/or damage to the road surface, pavement, sewage system, covers, grills, floors, buildings in the broadest sense of the word, personal injury or property damage caused by a Collection Facility or the installation thereof, unless this loss or damage is a direct result of unsound materials or incompetent handling by the Contractor.
- 7.5. The Client shall fully indemnify the Contractor against claims from third parties for loss or damage for which the Contractor's liability is excluded.
- 7.6. If the Client does not present the Waste in accordance with the Statutory Provisions and/or the General Terms and Conditions and/or the Acceptance Terms and Conditions, the Client shall be liable for any ensuing loss or damage.
- 7.7. Notwithstanding the provisions of Clause 7 of these General Terms and Conditions, any claim or action that the Client may bring against the Contractor based on this clause shall expire thirty days after the Client has taken cognisance thereof or should reasonably have done so.
- 7.8. The Client shall indemnify the Contractor, its employees and other natural and legal persons engaged by the Contractor in the execution of the Agreement against all claims from third parties to compensation for any loss or damage suffered that was caused before, during or after the execution of the Agreement by or on behalf of the Contractor, by or in connection with property or products originating from the Contractor, Waste from the Client and activities performed by or on behalf of the Contractor, unless the loss or damage is attributable to intent or fraud on the part of the Contractor.
- 7.9. Terms and conditions that limit, exclude or establish liability, which may be challenged by third parties vis-a-vis the Contractor, may also be challenged by the Contractor vis-a-vis the Client.
- 7.10. The Contractor is entitled to fully or partially suspend the performance of its contractual obligations in the event of official holidays, periods of Client closure that have not been reported pursuant to Clause 4.4, occasional inaccessibility and/or force majeure, for example during extreme weather conditions, riots, strikes, (natural) disasters, accidents, government measures, delayed or failed deliveries from suppliers (including waste processors and suppliers of fuel, energy, water,

etc.), transport problems, fire and disruptions to the Contractor's business and/or that of its suppliers, without this being a limiting or inexhaustive list. Invoking of this clause by the Contractor shall exclude any right to damages on the part of the Client.

8. APPLICABLE LAW

This Agreement, as well as any other legal relationships resulting from it, shall be governed exclusively by Belgian law.

9. CHOICE OF FORUM

All disputes between Parties in connection with or resulting from the Agreement or legal relationships stemming from these, fall by choice of the contractor under the exclusive jurisdiction of the competent Courts of Brussels, Gent or Luik.

CHAPTER II. LEASE/PROVISION OF COLLECTION FACILITIES

10. COLLECTION FACILITIES PROVIDED

- 10.1. All Collection Facilities provided by or on behalf of the Contractor are and shall remain its property, unless otherwise agreed in writing.
- 10.2. The Collection Facilities provided by or on behalf of the Contractor will be deemed to be delivered to the Client in a well-maintained condition. Any complaints in this regard must be reported to the Contractor on penalty of cancellation within no more than three working days after provision of the Collection Facilities.
- 10.3. During the period that the Collection Facility is made available by the Contractor to the Client, whether or not in exchange for payment, the Collection Facility is under the custody of the Client and the Collection Facility is under the exclusive jurisdiction of the contractor. The Client shall be liable for all damage, including graffiti and contamination, occurring at, by or with the Collection Facility. The Client will indemnify the Contractor against claims from third parties for compensation of damage that occurred by or with the Collection Facility in the aforementioned period.
- 10.4. On the agreed collection day the Client must leave the closed lid Collection Facilities for emptying and/or carriage on the public highway or in an easily accessible area connected to the public highway. The Client shall guarantee that the route between the Collection Facility and the lorry has a smooth, hard base, without differences in level. If necessary, the Client will organise sufficient lighting and/or demarcation of the Collection Facilities for emptying and/or carriage and will take the necessary traffic safety measures. Failure to comply with these safety regulations is an attributable failing on the part of the client, which may give grounds for suspension of the execution of the agreement for as long as the non-conformity persists.
- 10.5. The Client shall be responsible for the application for and maintenance of the necessary licences and permits, exemptions and other public law approvals, agreement or consent, or the satisfying of any notification requirement for the installation of the Collection Facility and the work associated with it. The Contractor cannot be held liable in any way if the aforementioned licences and permits, exemptions, dispositions, etc. are not obtained by the Client, or are not obtained on time. The Client shall be liable for costs and fines on account of (incorrect) installation of the Collection Facilities by the Client and shall fully indemnify the Contractor against this.
- 10.6. The Client must manage the Collection Facilities with due care, at its own expense and risk. This shall entail for example, but not exclusively, the careful maintenance, use, handling, loading, and interior and exterior cleaning according to the agreed designated use.
- 10.7. The Client is not permitted to take (or have someone take) the Collection Facilities to a location other than where the Collection Facilities were delivered by the Contractor. At the end of the agreement, only the Contractor is authorised to collect the Collection Facilities in exchange for payment by the Client of the agreed fees. The Client is not permitted to return the Collection Facilities itself, or to instruct a third party to do so.
- 10.8. The Client is obliged to insure the Collection Facilities properly against risks of theft, misappropriation, fire and damage.
- 10.9. Any loss and/or damage to the Collection Facility must be reported to the Contractor in writing within twenty-four hours of the loss and/or occurrence of the damage or the discovery thereof.
- 10.10. Damaged Collection Facilities will be repaired or replaced by the Contractor. This replacement will be done for the account and at the expense of the Client, unless it demonstrates that the damage is the result of normal wear and tear or has occurred due to the actions of the Contractor itself. The Contractor shall at all times be entitled to replace (or have someone replace) the Collection Facilities.
- 10.11. The Client is not permitted to sub-let the Collection Facilities or in any other way allow one or more third parties to use them in whole or in part, nor to allow a third party to empty them. A breach of this provision by the Client constitutes a breach of contract within the meaning of Clause 2.8 of the General Terms and Conditions.
- 10.12. The Client may only use the Collection Facilities for the agreed Waste.
- 10.13. The Contractor shall at all times be entitled to inspect (or have someone inspect) the Collection Facilities at the Client's premises.
- 10.14. At the end of the Agreement the Client is obliged to give the Collection Facilities back to the Contractor on demand, empty, clean and in good condition. At the end of the Agreement the Contractor is entitled to take back the Collection Facili-

ties by law, without notice of default or legal intervention, and to that end to enter the place where the Collection Facility is situated. All costs associated with this shall be borne by the Client. In any event, a return fee will be charged.

- 10.15. If during the term of the agreement the client requests a replacement and/or change of collection facilities, a return fee will also be charged for each collection facility.

- Facilities and those of the Contractor or third parties.
14.2. The Client shall fully indemnify the Contractor against claims of third parties, including the government, resulting from the failure by the Client to adhere to its contractual obligations.

CHAPTER III. OPERATIONAL PROVISIONS

11. PERFORMANCE OF THE WORK

- 11.1. The Contractor is entitled to assign execution of the Agreement to a third party.
11.2. The Contractor has the right to perform the work as it sees fit, and this may be in parts.

12. DESCRIPTION OF WASTE, SAMPLING AND ANALYSIS

- 12.1. Prior to the start of the work by the Contractor, and whenever the Contractor requests, the Client must provide the Contractor with a clear written description of the nature, origin, properties and composition as well as the hazard categories of the Waste, or – if and insofar as the Client is unaware of the nature, origin, properties, composition and/or hazard categories of the Waste – notify the Contractor of this expressly in writing. The Client is obliged, whenever the nature, properties or composition of the Waste changes, to notify the Contractor of this in writing, at its own instigation.
12.2. The Client shall guarantee the accuracy and completeness of the description of the Waste presented by it. The Client shall also guarantee that the Waste presented corresponds to the labelling on the Collection Facility and the associated documents.
12.3. In connection with the processing method agreed beforehand between Parties or the designated use of the Waste to be collected in specific Collection Facilities, the Client shall not deposit any other Waste in those specific Collection Facilities.
12.4. The Client must present the Waste in such a way that loss, spillage, or blowing away is impossible and that nuisance, danger, damage or injury can in no way be caused to the Contractor or its hired staff or third parties. The Waste must be stored in such a way that no material sticks out, or can fall out, of the Collection Facility.
12.5. The Contractor is entitled not to empty the Collection Facility, to refuse to dispose of the Collection Facility and/or the Waste and/or to send back the Collection Facility and/or the Waste to the Client at the Client's expense, without prejudice to the Contractor's right to compensation of the damage actually suffered, if in the Contractor's opinion a Collection Facility has been wrongly loaded, is too heavily loaded or is loaded with waste other than agreed, the Waste does not match the description provided by the Client, the transport of the Waste is contrary to the Statutory Provisions and/or if the collection or transport constitutes or may present a danger to property, people or the environment. The Client shall fully indemnify the Contractor and its hired staff against all claims in this regard. The Contractor shall report this situation in an error message for which, the actual damage notwithstanding, an administrative fee will always be charged by way of damages.
12.6. Without prejudice to the other rights of the Contractor the Client shall be liable for all direct and indirect damage, including business losses resulting from an inaccurate, unclear, incomplete and/or inadequate description of the nature, the properties and the composition of the Waste, an incorrect loading of the Collection Facility and/or because the Waste does not correspond to the labelling on the Collection Facility and the associated documents and/or because the Waste contains radioactive waste and/or because the Waste does not match the samples referred to under this clause. The Client shall fully indemnify the Contractor and its hired staff against all claims in this regard.

13. TAKING DELIVERY

- 13.1. Without prejudice to the Statutory Provisions, the Client must at all times strictly adhere to the Acceptance Terms and Conditions. In case of doubt over the interpretation of these Acceptance Terms and Conditions, it should immediately ask the Contractor for instructions.
13.2. The Client must present the Waste at the agreed location. Every Collection Facility must be presented in such a way that emptying and/or collection thereof can take place safely.
13.3. From the moment of Acceptance, the Waste, including packaging thereof, shall become the property of the Contractor and will be at the Contractor's risk and expense.

14. TRANSPORT, PACKAGING, LABELLING

- 14.1. Notwithstanding the obligations of the Client in the other Statutory Provisions, the Contractor shall specifically draw the Client's attention to the obligations resulting from, inter alia: (the most recent version of) the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 30 September 1957, Directive 2000/61/EC of the European Parliament and of the Council of 10 October 2000, the Belgian Royal Decree of 9 March 2003 concerning the carriage of dangerous goods by road, and the provisions on overloading under Article 37 of the Act of 3 May 1999 concerning the carriage of goods by road, relating to both one's own Collection