

# GENERAL TERMS AND CONDITIONS

RENEWI NEDERLAND B.V. Version December 2008

## CHAPTER I - GENERAL CONDITIONS

### 1. DEFINITIONS

In these Terms and Conditions, the following words shall have the following meaning:

**Acceptance:** the conclusion reached ultimately at the Treatment or Processing Plant that both the Waste Materials presented and the manner in which these are presented meet the requirements of the Agreement.

**Conditions of Acceptance:** the instructions given by or on behalf of the Supplier to the Client with regard to both the quantity, nature, characteristics and composition of the Waste Materials as well as the manner in which they must be presented to the Supplier.

**Waste Materials:** all substances, preparations or other products, including hazardous substances, presented to the Supplier within the scope of the performance of an Agreement entered into by the Parties and/or the issue of a quotation to this effect, which are disposed or to be disposed of by the Client – with a view to their removal.

**Treatment or Processing Plant:** the plant at which waste materials are made fit for re-use, useful application or are removed or at which waste materials are stored or transferred.

**Means of Collection:** all means of collection, such as containers, bins, pallets, vehicles, etc., meant for the collection, temporary storage, transport and/or removal of Waste Materials.

**NEA Index:** the cost index for general and specific road transport, taking account of the wage and price levels in the transport sector as published annually by NEA Transportonderzoek and -opleiding B.V., whose registered seat is situated in Rijswijk.

**The Client:** the natural person or legal entity which enters into an Agreement with the Supplier or requests a quotation to this effect.

**The Supplier:** Renewi Nederland B.V., whose registered seat is situated in Maarheeze, i.e. the user of the General Terms and Conditions.

**The Parties:** the Supplier and the Client.

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

**General Terms and Conditions:** these terms and conditions of Supplier.

### 2. APPLICABILITY

- 2.1. The General Terms and Conditions apply to the formation, contents and performance of the Agreement, as well as all other legal acts and legal relations between the Client and the Supplier.
- 2.2. Deviation of the General Terms and Conditions can only take place if and insofar as agreed by the Parties in writing.
- 2.3. The applicability of any general terms and conditions used by the Client, under whatever name or title, is herewith expressly excluded.
- 2.4. Once the Client has signed an agreement under the General Terms and Conditions, it shall consent to the applicability of the General Terms and Conditions to any later Agreements signed with the Supplier.
- 2.5. The Supplier reserves the right to alter or supplement the General Terms and Conditions unilaterally. The Client shall be notified in writing of any alterations and additions, which shall take effect at a time determined by the Supplier.
- 2.6. The Conditions of Acceptance which prevail at the time at which the Waste Materials are presented for processing shall apply.
- 2.7. In the event of a conflict between the General Terms and Conditions and the Conditions of Acceptance, the most restrictive conditions shall prevail.

### 3. QUOTATIONS AND FORMATION OF AGREEMENTS

- 3.1. All the Supplier's quotations are partly based on information, samples and documents provided by or on behalf of the Client, whilst the Supplier is entitled to assume that these are accurate and complete.
- 3.2. The Supplier's quotations are without any obligation; the Client is not entitled to exercise any rights hereunder.
- 3.3. The Supplier shall only be bound after having confirmed the order placed with it in writing to the Client or, in the absence of a written confirmation, after it has actually started to perform the duties ordered.
- 3.4. The Client shall be bound after it has placed an order with the Supplier or has accepted the quotation issued by the Supplier. Contrary to the provisions of section 6:225 (2) of the Dutch Civil Code, the acceptance by the Client, deviating from the quotation on minor points, shall not be binding upon the Supplier, but in that event an Agreement will be formed on the terms and conditions of the Supplier's quotation.

### 4. DURATION, EXCLUSIVITY AND CANCELLATION

- 4.1. Except in the event of orders for the incidental collection, transport, treatment and/or removal of Waste Materials, Agreements shall always be entered into for a period of 60 months.
- 4.2. Except if cancelled in writing on time, in accordance with article 4.3, the Agreements will always be tacitly extended automatically by 24 months.
- 4.3. Cancellation shall only be permitted as of the end of the current term of the Agreement, provided this is done in writing by means of a registered letter and subject to a period of at least 6 (six) months' notice before the final date of the current Agreement.
- 4.4. For a period of 5 (five) years from the start of the Agreement, the Client shall not be permitted to enter into similar agreements with third parties with regard to the Waste Materials.
- 4.5. In the event of failure to comply with the prohibition included in the fourth paragraph of this article, the Client shall forfeit to the Supplier a penalty, payable immediately without taking the matter to court, equal to eight percent (8%) of the

amounts charged to the Client by virtue of the Agreement in dispute during the twelve months preceding the non-compliance, subject to a minimum of € 300 (in words: three hundred euros), such without prejudice to all the Supplier's further rights, including those to cancellation of the Agreement and/or compensation for damage actually suffered, insofar as this would exist at that time.

- 4.6. Except in the event of the Supplier's default, the Client shall not be authorised to cancel the Agreement prematurely. Should the Client nevertheless cancel the Agreement prematurely, the Client shall be obliged to pay the Supplier a fixed and irreducible penalty, equal to half the total amount still payable by the Client to the Supplier for the remaining term of the Agreement, should the Agreement have been performed until the final date initially agreed.
- 4.7. Either of the Parties shall be authorised to cancel the Agreement immediately, whether wholly or partially – without prejudice to its rights to damages – without notice of default and without taking the matter to court in advance, by means of a relevant written statement to the other Party, if and as soon as this other Party is declared bankrupt, applies for a judicial settlement, if an application is made for appointment of a guardian on its behalf or if (a part of) its property is placed under judicial supervision or it otherwise loses the control and/or disposal of its property, whether wholly or partially, and furthermore if the other Party – if it is a legal entity – is in liquidation or is dissolved, or if (a part of) the goods made available by or on behalf of the other Party within the scope of the Agreement are attached and this attachment is not withdrawn within a short period of time.
- 4.8. The Supplier shall be authorised to cancel the Agreement immediately, whether in whole or in part – without prejudice to its rights to damages – without notice of default and without taking the matter to court in advance, by means of a relevant written statement to the Client, should the Client fail to fulfil its obligations arising from the Agreement.
- 4.9. If the Supplier cancels the Agreement on the basis of the provisions of articles 4.7 or 4.8, the Client shall be obliged to take back the Waste Materials described in the Agreement at the Supplier's first request, at its own expense and risk, unless otherwise agreed by the Parties.

### 5. PRICES

- 5.1. The prices stated by or on behalf of the Supplier shall be in euros, always exclusive of additional work, exclusive of Value Added Tax and exclusive of any other levies and/or taxes imposed by authorities, including the costs involved in the licences, duties and taxes, which are required to perform the Agreement, all of which costs, duties and taxes shall be charged to the Client separately.
- 5.2. The Supplier shall at all times be entitled to invoice the Client for all costs, such as call out charges, installation costs, collection costs and transaction costs relating to the performance of the Agreement as well as any resulting legal acts and legal relations.
- 5.3. The Supplier shall be entitled to invoice a surcharge to the Client entitled "environmental contribution", which is payable on the total amount of the invoice, excluding revenue and exclusive of Value Added Tax.
- 5.4. The Supplier expressly reserves the right to increase the prices it has stated while the Agreement is in effect, if the Supplier's costs increase due to circumstances beyond its control, for instance in the event of an increase in wage costs and/or fuel costs, a change in the exchange rates, an increase in raw material and energy prices, an increase in processing prices and/or a change in the site on which the treatment and/or processing takes place.
- 5.5. Without prejudice to the provisions of the other paragraphs of this article, the Supplier shall be entitled to increase its prices periodically, but at any rate twice a year, in accordance with the NEA index or the price index of the CBS, the Dutch Central Statistical Office.

### 6. ADDITIONAL WORK, CHANGES

- 6.1. Additional work shall be understood to mean all those duties and/or products that are carried out and/or delivered while the Agreement is in effect and which are supplementary to or different from that which was agreed initially, including, inter alia:
  - a. additions to and/or changes in the agreed duties at the Client's request, due to which these duties are augmented or increased in the Supplier's opinion;
  - b. additions to and/or changes in the agreed duties, because these are required in the Supplier's opinion for the benefit of the proper and professional performance of the Agreement and/or on the basis of new or changed (government) regulations;
  - c. additions to and/or changes in the agreed duties, which have become necessary due to the Client's non-fulfilment of any obligation arising from the Agreement and/or the Conditions of Acceptance, such without prejudice to the Supplier's other rights;
  - d. one or more extra clearings and/or collections with regard to Waste Materials situated next to or on top of – instead of inside – the Mean of Collection at the time of their regular clearing.
- 6.2. The Supplier is entitled to alter the Agreement unilaterally, for instance because of the nature and composition of the Waste Materials, changes in the collection or processing methods or if required by law and/or regulations. The Client will be notified of any changes by the Supplier in writing, stating a possible change in the price which was agreed in the Agreement.

### 7. LOSS OF RIGHTS DUE TO FAILURE TO COMPLAIN

- 7.1. All the Client's supposed rights due to the Supplier's non-fulfilment of obligations must be invoked in writing by registered letter within 14 (fourteen) days after the Client has discovered or reasonably ought to have discovered the defect, failing which the Client's rights in this respect shall lapse. The Client's rights in this respect

shall also lapse if it has attempted to (cause others to) rectify the supposed defect, without the Supplier's express permission in writing.

- 7.2. The Client's must notify the Supplier of its complaint about the inaccuracy of an invoice in writing, by registered letter, stating the reasons, within 14 (fourteen) days from date of invoice, failing which all the Client's rights in this respect shall lapse.
- 7.3. The Client's notifications as referred to in articles 7.1 and 7.2 shall not suspend the Client's payment obligations.

## 8. PAYMENT

- 8.1. Payment must be made within 30 (thirty) days from date of invoice, without the right to discount, set-off or suspension, failing which the Client shall be legally, and therefore without further notice, in default and shall owe the Supplier interest of one and a half percent (1.50%) per month, whilst a part of a month shall be considered as a whole month. If, in the event of late payment, the Supplier would remind the Client in writing to pay an invoice, the Supplier shall be entitled to charge the Client for the costs of the reminder.
- 8.2. The judicial and non-judicial cost of collection of all amounts pay-able to the Supplier shall be at the Client's expense. The non-judicial expenses are herewith fixed at fifteen percent (15%) of the amount that the Client has failed to pay, subject to a minimum of € 250 (in words: two hundred and fifty euros).
- 8.3. Payments shall always be deducted first from the non-judicial expenses, subsequently the interest payable by the Client and next the oldest invoice.
- 8.4. The claim for payment of all amounts payable to the Supplier shall become immediately and fully payable if and as soon as the Client fails to fulfil its obligations arising from the Agreement, is declared bankrupt, applies for a judicial settlement, an application is made for an appointment of a guardian on its behalf or if (a part of) its property is placed under judicial supervision or if it otherwise loses the control and/or disposal of its property, whether in whole or in part, and furthermore if the Client – if it is a legal entity – is in liquidation or is dissolved or if (a part of) the goods made available by or on behalf of the Supplier within the scope of the Agreement are attached and this attachment is not withdrawn within a short period of time.
- 8.5. Prior to or during the performance of the Agreement, the Supplier shall be entitled, inter alia, if it fears that the Client shall not be able to fulfil its payment obligations vis-à-vis it or at least not on time, to suspend the fulfilment of its obligations until the Client has made an advance payment and/or provided sufficient security as requested. Should the Client remain in default with such an advance payment and/or provision of security, the Supplier shall be entitled to cancel the Agreement with immediate effect. All damage arising from this suspension and/or cancellation for the Supplier must be compensated by the Client.

## 9. FORCE MAJEURE

- 9.1. If, after the Agreement has been signed, circumstances arise or become known of which the Supplier was not aware nor ought to have been aware when entering into the Agreement, as a result of which the Supplier is unable to fulfil its obligations vis-à-vis the Client on time, the Supplier shall not be in default and shall be entitled to suspend its obligations.
- 9.2. The aforementioned circumstances shall be understood to mean any circumstance beyond the Supplier's control, which prevents its fulfilment of the Agreement, whether permanently or temporarily, as well as – insofar as not included therein – (risk of) war, riot, strikes, (natural) disasters, accidents, government measures, the late or non-delivery by suppliers (including waste processors and suppliers of fuel, energy, water, etc.), transport problems, fire and breakdowns in the business of the Supplier or that of its suppliers, withdrawal of licences of the Supplier and/or its suppliers.
- 9.3. If, as a result of the aforementioned circumstances, the Supplier's fulfilment becomes permanently impossible, it shall be entitled to demand that the Agreement be changed to the extent that its performance remains possible, unless such cannot be demanded of the Client in reasonableness under the given circumstances and cancellation is justifiable. In the last case, the Agreement shall be cancelled without the Client being entitled to any rights to damages and the Client shall be obliged to take back any Waste Materials already collected by the Supplier at its own expense and risk. Should the Supplier have already fulfilled a part of its obligations, or is able to fulfil its obligations only partly upon the occurrence of force majeure, it shall be entitled to invoice the part that it has performed and/or to be performed separately and the Client shall be obliged to pay this invoice as if it referred to a separate agreement.

## 10. SUPPLIER'S LIABILITY

- 10.1. Without prejudice to the exonerations included in the General Terms and Conditions, the Supplier's liability vis-à-vis the Client for accountable failure or unlawful acts shall be limited to the amount to which the Supplier shall be entitled under its liability insurance in a particular case. The Supplier is insured against liability in accordance with the amounts and conditions that are common in its branch.
- 10.2. If the Supplier's liability insurance fails to pay out in any particular case for any reason whatsoever or the damage concerned is not covered by the insurance, the Supplier's liability shall be limited to the amount for which the Supplier has invoiced the Client within the scope of the performance of the Agreement during the period of 12 months preceding the event that has caused damage. However, the Supplier's liability shall never exceed an amount of € 50,000 (in words: fifty thousand euros).
- 10.3. The Supplier shall never be liable for any loss of profits, consequential or indirect damage, unless this is caused by the Supplier's wilful intent or gross negligence.
- 10.4. Nor shall the Supplier be liable for the damage caused by the refusal of Waste Materials by the Treatment or Processing Plant. In this case, the Waste Materials

will either be returned to the Client without this giving rise to any liability whatsoever, or – if possible and if required by the Client – submitted for processing to another Treatment or Processing Plant, whilst in either case the relating extra expenses shall be chargeable to the Client.

- 10.5. The Supplier shall not be liable for damage suffered by third parties or the Client inflicted on the road surface, pavement, buildings and such like, or personal or property damage caused by a Mean of Collection or its installation, unless this damage is a direct consequence of the Supplier's use of defective equipment or unskilful acting of Supplier. The Client indemnifies the Supplier against claims of third parties relating to damage, the liability for which is excluded by this article.
- 10.6. If the Client fails to present the Waste Materials in accordance with the instructions under the prevailing laws and regulations and/or the General Terms and Conditions and/or the Conditions of Acceptance, the Client shall be liable for any resulting damage.
- 10.7. Without prejudice to the provisions of article 7 concerning the loss of rights due to the failure to complain, any claim for damages vis-à-vis the Supplier shall expire, except if acknowledged by the Supplier, through the mere lapse of 1 (one) month after the Client has discovered or reasonably ought to have discovered the damage.
- 10.8. The Client indemnifies the Supplier, its employees and any other natural persons or legal entities engaged by the Supplier in the performance of the Agreement, against all claims of third parties for compensation for damage suffered by these third parties, caused before, during or after the performance of the Agreement by or on behalf of the Supplier, due to or otherwise related to goods or products originating from the Supplier, Waste Materials originating from the Client and duties performed by or on behalf of the Supplier, unless the damage is due to the Supplier's wilful intent or gross negligence.
- 10.9. Regarding any conditions limiting, excluding or establishing liability, to which third parties may object vis-à-vis the Supplier, the Supplier shall be entitled to object vis-à-vis the Client.

## 11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 11.1. All drawings, documents and details made available to the Client by the Supplier shall remain the Supplier's property. The Supplier shall retain the relevant copyrights.
- 11.2. The Client shall observe secrecy with regard to the existence and the content of the Agreement and all confidential information that comes to its knowledge within the scope of the performance of the Agreement and shall use this exclusively for the purpose of the performance of the Agreement. This duty to observe confidentiality shall continue to exist up to 2 (two) years after termination of the Agreement.

## 12. APPLICABLE LAW

All Agreements that are subject to the General Terms and Conditions, as well as possible disputes arising therefrom, shall be subject to Dutch law.

## 13. COMPETENT COURT

All disputes that are directly or indirectly related to Agreements that are subject to the General Terms and Conditions shall be submitted to the competent court in the district of 's-Hertogenbosch, unless the Supplier decides to refer the matter to the court that has jurisdiction by virtue of the law in the Client's place of residence.

## 14. VARIATIONS

Except if and insofar as otherwise provided for in the General Terms and Conditions or the Agreement to which these apply, variations of – or additions to the General Terms and Conditions or an Agreement to which these apply shall only be agreed in writing.

## 15. CONVERSION

If any provision of the General Terms and Conditions and/or the Agreement should be null and void or otherwise non-binding, the other provisions of the General Terms and Conditions and/or the Agreement shall remain valid. In the event that a provision is declared null and void or non-binding, the Parties shall be considered to have agreed on a substitute provision, the tenor of which shall be as similar as possible to the original provision.

## CHAPTER II - HIRE / AVAILABILITY OF MEANS OF COLLECTION

### 16. MEANS OF COLLECTION PLACED AT THE CLIENT'S DISPOSAL

- 16.1. All Means of Collection made available by the Supplier are and will remain its property, unless otherwise agreed in writing. Should the parties have agreed otherwise in writing, the Means of Collection will remain the property of the Supplier until the Supplier has received full payment of all that which is payable by the Client in accordance with the Agreement.
- 16.2. The Means of Collection shall be considered to have been delivered to the Client in a good state of repair. Possible complaints about this must be reported to the Supplier within 3 (three) workingdays after the Means of Collection have been made available.
- 16.3. Whilst the Mean of Collection is placed at the Client's disposal by the Supplier, whether or not for a consideration, the Mean of Collection shall be at the Client's expense and risk. During that time, the Client shall be liable for all damage, including graffiti and contamination, caused on, due to or with the Mean of Collection.

The Client indemnifies the Supplier against claims of third parties for compensation of damage caused by or with the Mean of Collection during that time.

- 16.4. The Client must place the Means of Collection ready for clearing and/or transport – with the lid closed, if applicable – on the agreed collection day on the public road or on easily accessible premises which are connected to the public road or at a place determined by mutual consent, which is accessible easily and free of charge for the Supplier's staff and equipment, to the extent that its placing is not contrary to the prevailing legislation and regulations and does not constitute a risk for the Supplier's staff or third parties. If necessary, the Client will provide sufficient lighting and/or demarcation for the Means of Collection to be emptied and/or transported and will take measures required to ensure road safety.
- 16.5. The Client shall be responsible for the application for and maintenance of the required licences, exemptions and other public-law approvals, consent or permission or the compliance with any duty to report the installation of the Mean of Collection and any relating activities; the Supplier shall not be liable if licences, exemptions, ordinances, etc., are not obtained by the Client. The Client shall be liable for any costs and fines due to the (incorrect) installation of the Means of Collection by the Client and will indemnify the Supplier against claims of third parties within this context.
- 16.6. The Client must manage the Means of Collection with due diligence at its own expense and risk, which shall include their maintenance, use, treatment, filling and cleaning in a careful manner and in accordance with their agreed purpose.
- 16.7. The Client is not permitted to (cause others to) transfer the Means of Collection to another site, other than that to which the Means of Collection are delivered by the Supplier.
- 16.8. The Client is obliged to insure the Means of Collection adequately against the risks of theft, misappropriation, fire and damage.
- 16.9. The Supplier must be notified in writing of any loss and/or damage of a Mean of Collection within 24 (twenty-four) hours from the loss and/or the damage having been inflicted or discovered.
- 16.10. The Supplier will repair or replace any damaged Means of Collection, at the Client's expense, unless the damage is due to normal wear or was caused through the Supplier's fault.
- 16.11. The Client is not permitted to sublet the Means of Collection or to otherwise give one or several third parties the use of these, whether in whole or in part, nor to have these emptied by a third party.
- 16.12. The Means of Collection shall be used exclusively for the agreed Waste Materials.
- 16.13. The Supplier shall be entitled at all times to (cause others to) inspect the Means of Collection on the Client's premises.
- 16.14. Except in the case of normal wear of the Mean of Collection, the Supplier's replacement and/or exchange of the Means of Collection shall be at the Client's expense. The Supplier shall be entitled at all times to (cause others to) replace and/or exchange the Means of Collection.
- 16.15. On termination of the Agreement, the Client shall be obliged to return the Means of Collection to the Supplier at its first request to this effect, cleared, cleaned and in a good state of repair. On termination of the Agreement, the Client shall be entitled to take back its Means of Collection, without notice of default or taking the matter to court, and, for this purpose, to enter the premises on which the Mean of Collection is situated. All relating costs shall be borne by the Client.

## CHAPTER III - OPERATIONAL PROVISIONS

### 17. PERFORMANCE OF DUTIES; GENERAL

- 17.1. The Client shall at all times be obliged to provide the Supplier – also without being asked – with all those samples, details, documents and information, of which it is aware or reasonably ought to be aware that these may be important for the Supplier and/or relevant to the performance of the Agreement.
- 17.2. All duties performed and goods delivered and/or made available by the Supplier shall be partly based on the samples, details, documents and information provided by the Client, which may be assumed to be accurate and complete. Without prejudice to its other rights in this respect, the Supplier shall not be obliged to pay any compensation for damage and/or costs caused by the inaccuracy and/or incompleteness of the samples, details, documents and information provided by the Client.
- 17.3. The Client shall be obliged to exclusively use the Means of Collection prescribed by the Supplier.
- 17.4. Without prejudice to the foregoing, the Client shall guarantee that the goods used and/or made available by it or on its behalf for the performance of the Agreement and the Client's premises and buildings to be entered by the Supplier's employees are in good condition, suitable and safe and in compliance with all instructions given by the Supplier or the competent authorities. In respect of the duties that it has put the Supplier in charge of, the Client must observe the rules, regulations, instructions and directions pertaining to working conditions, safety, the environment and other matters, imposed by the government and/or the Supplier.
- 17.5. The Client is obliged to follow the instructions and directions prevailing on the Supplier's premises. The Client shall enter the Supplier's premises at its own risk. The Supplier is not liable for damage caused to people and/or goods on its business premises, except if this would be the result of gross negligence or wilful intent on the Supplier's part.
- 17.6. The Supplier is authorised and entitled to Agreement a third party to perform the Agreement, whether in whole or in part.
- 17.7. The Supplier expressly reserves the right to perform additional work and to invoice the Client for this as such, if this should be required, in the Supplier's opinion, in the interest of the Client and/or the performance of the Agreement.
- 17.8. The time-limits stated by the Supplier shall never be considered deadlines. In the

event that a time-limit is exceeded, the Supplier shall not be in default, the Client shall not be entitled to damages and the Client shall not be entitled to suspend its obligations under the Agreement.

- 17.9. The Supplier shall be entitled to perform the duties at its own discretion, whether or not in parts.

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

- 18.1. Prior to the commencement of duties by the Supplier and also after that, whenever requested by the Supplier, the Client shall be obliged to provide the Supplier with a clear, written description of the nature, the origin, the characteristics and the composition as well as the risk categories of the Waste Materials or – if and insofar as it does not know the nature, origin, characteristics, composition and/or risk categories of the Waste Materials – to notify the Supplier thereof expressly in writing. The Client shall furthermore be obliged to notify the Supplier in writing, of its own accord, whenever there is a change in the nature, characteristics or composition of the Waste Materials.
- 18.2. The Client guarantees vis-à-vis the Supplier that the description of the Waste Materials presented by it is accurate and complete and that the Waste Materials presented in this manner correspond with the labelling on the Mean of Collection and the relating documents.
- 18.3. In connection with the processing method or destination of the Waste Materials to be collected in specific Means of Collection, agreed in advance between the Parties, the Client shall refrain from depositing Waste Materials in those Means of Collection and guarantee that third parties will refrain from depositing Waste Materials therein which are not allowed to be considered for that processing method or destination by virtue of the Agreement, subject to, amongst others, the following points:
  - a. under no circumstances shall be deposited in wheelie bins and/or mini containers and/or appropriate dustbin bags nor shall be presented therein for depositing: any hazardous Waste Materials, rubble or concrete, cadavers and/or offal and/or explosive Waste Materials (Waste Materials that are odorous, poisonous, solidifying, corrosive, aggressive and/or may be hazardous in any other way shall only be presented therein if agreed) or Waste Materials that are larger than the container in terms of size and/or the total weight of which exceeds the carrying capacity of the container or the lifting capacity of the lifting device and any other substances that are not accepted by the Treatment or Processing Plant;
  - b. containers intended for the collection and storage of specific products, such as glass, paper, tins, fabrics, synthetics, etc., shall be used exclusively for depositing these specific products.
- 18.4. The Waste Materials shall be presented by the Client in such manner as to prevent these from being lost, spilt or blown away and to prevent these from causing any nuisance, risk, damage or injury for the Supplier or third parties. Storage shall take place to the extent that products never stick out of the Mean of Collection or are allowed to fall off the Mean of Collection.
- 18.5. Without prejudice to the foregoing, the Client shall furthermore guarantee at all times that the Waste Materials presented by it do not contain any radioactive materials and/or waste.
- 18.6. In the event that, in the Supplier's opinion, a Mean of Collection is wrongly loaded or overloaded, loaded with Waste Materials other than those agreed, the Waste Materials do not comply with the description given by the Client, the transport of the Waste Materials is in breach of the requirements by virtue of the transport regulations and/or if the collection or transport constitutes and/or could constitute a risk to goods, people or the environment, the Supplier shall be entitled not to empty the Mean of Collection, to refuse to remove the Mean of Collection and/or the Waste Materials and/or to return the Mean of Collection and/or the Waste Materials to the Client. Any damage (including costs and/or fines) as a result of the provisions of this paragraph shall be at the Client's expense. The Client will indemnify the Supplier, its employees and any third parties engaged by the Supplier against any claims within this context.
- 18.7. Without prejudice to the Supplier's other rights, the Client shall be liable for all direct and consequential damage, including trading loss, arising from the incorrect, unclear, incomplete and/or insufficient description of the nature, characteristics and composition of the Waste Materials, the incorrect loading of the Mean of Collection and/or because the Waste Materials do not correspond with the labelling on the Mean of Collection and the appendant documents and/or because the Waste Materials contain radioactive waste and/or because the Waste Materials do not correspond with the samples referred to in this article. If the Supplier is held liable for damage such as referred to here by third parties, including the party to which the Supplier presents the Waste Materials for (further) processing, the Client shall indemnify the Supplier against this.
- 18.8. Without prejudice to the foregoing, the Client shall furthermore be obliged to lend assistance, always at the Supplier's first request to this effect, in the sampling of the Waste Materials by or on behalf of the Supplier, for analysis purposes. The Client will actively co-operate and follow the Supplier's relevant guidelines. The costs relating to sampling and analysis shall be borne by the Client, unless it becomes evident that the Waste Materials correspond with the description given by the Client and furthermore a Agreement in respect of the Waste Materials is signed and/or has been signed between the Client and the Supplier. The Client shall not be entitled to exercise any rights vis-à-vis the Supplier due to the performance or non-performance of any sampling or analysis.

### 19. ACCEPTANCE

- 19.1. Without prejudice to the statutory regulations and any instructions issued by the

competent authorities, the Client must at all times strictly adhere to the Conditions of Acceptance. In case of doubt about the manner in which it is to comply with the Conditions of Acceptance, the Client shall be obliged to ask the Supplier for relevant instructions forthwith.

- 19.2. The Client must present the Waste Materials on the agreed site.
- 19.3. From the moment of Acceptance, the Waste Materials, including their packaging, shall be the property of the Supplier and shall be at the Supplier's expense and risk, except in the situations described under b of the fourth paragraph of this article.
- 19.4. If the Client has failed to fulfil one or more of its obligations arising from this Chapter III of these General Terms and Conditions, the Supplier shall be authorised at its own discretion:
  - a. either to charge the Client for the extra costs arising from its non-fulfilment;
  - b. or, forthwith – without further notice of default – to cancel the Agreement between the Parties to the extent that the transfer of ownership and risk in the Waste Materials to which the cancellation is related shall be considered to not have taken place. In that case, the Client shall be obliged to compensate the Supplier for the damage suffered as a result of this, as well as any costs incurred already in the performance of the Agreement, and to take back the Waste Materials to which the cancellation is related at the Supplier's first request. The transport of the Waste Materials shall in that case be at the Client's expense and risk.

## **20. TRANSPORT, PACKAGING, LABELLING**

- 20.1. Without prejudice to its other obligations by virtue of the law and the Agreement, the Client's attention is drawn to its legal obligations and liability in connection with packaging and transport (documents) such as arising from, inter alia, (the most recent version of) the European Treaty of 30 September 1957 concerning the international carriage of dangerous goods by road ("ADR Treaty"), both in respect of its own containers and those of the Supplier or of third parties.
- 20.2. The Client shall indemnify the Supplier against claims of third parties, including the competent authorities, arising from the Client's non-fulfilment of its obligations and non-compliance with prohibitions arising from the law or the Agreement.

*In preparing the English translation of the Dutch General Conditions of Supplier an attempt has been made to translate as literally as possible without jeopardising the continuity of the text. Inevitably differences may occur in translation, and if they do, the official Dutch text of the General Conditions of Renewi Nederland B.V. (December 2008) as filed on December 2008 with the Court in 's-Hertogenbosch under number 93/2008 will be applicable.*