

GENERAL PROCUREMENT TERMS AND CONDITIONS

RENEWI SUPPORT B.V. (THE NETHERLANDS) Version October 2017

These General Procurement Terms and Conditions (hereinafter referred to as “the Procurement Terms and Conditions”) apply to all requests, contracts and orders by Renewi Support B.V. and group companies as referred to in Article 2:24b of the Dutch Civil Code, (hereinafter referred to as “Renewi”), offers from the counterparty (hereinafter referred to as “the Contractor”) and all agreements concerning goods to be delivered, services to be provided, assembly, construction, repair, maintenance and production operations and provision of workers between Renewi and the Contractor (hereinafter referred to as “the Agreement”).

1. DEFINITIONS

As used in these general procurement terms and conditions, the following terms and expressions are construed as follows:

- (a) Renewi:** Renewi Support B.V., and group companies as referred to in Article 2:24b of the Dutch Civil Code;
- (b) Contractor:** the natural or legal person Renewi instructs to provides services or who supplies Renewi with goods or performs work for Renewi;
- (c) Contracting Parties:** Renewi and the Contractor;
- (d) Agreement:** any legal relationship to which these Procurement Terms and Conditions apply, including all Contracts;
- (e) Contract(s):** the arrangements between the parties as set out in writing.

2. APPLICATION

- 2.1 These Procurement Terms and Conditions apply to the conclusion, content and implementation of the Agreement and all other legal transactions and legal relationships between Renewi and the Contractor, including all Contracts; It is hereby expressly stated that any general terms and conditions used by the Contractor, under whatever name, shall not apply.
- 2.2 Exceptions to these Procurement Terms and Conditions are only possible subject to written agreement between the Contracting Parties to that effect.
- 2.3 For the implementation of these Procurement Terms and Conditions, the term “Contractor’s staff” also includes third parties instructed by the Contractor in the implementation of the Agreement.

3. OFFERS AND CONCLUSION OF AGREEMENTS

- 3.1 The Agreement is deemed to be concluded when the Contractor is in receipt of the order placed or the contract in writing from Renewi. Requests for offers do not commit Renewi (nor is Renewi obliged to pay any costs relating to drafting an offer or having an offer drafted) and serve only as an invitation to the Contractor to submit an offer.
- 3.2 A verbal or written offer from the Contractor is binding and irrevocable for the Contractor unless Renewi has expressly stated the contrary.
- 3.3 Unless expressly stated to the contrary in the Contract, these Procurement Terms and Conditions apply to the Agreement.
- 3.4 Any derogation from these Procurement Terms and Conditions is only valid if and insofar as it is expressly confirmed in writing by Renewi.
- 3.5 If, according to the Agreement, the Contractor is to deliver goods in multiple deliveries or perform services and/or operations in stages, the Contractor shall retain adequate stocks and shall deliver the quantities of goods specified by Renewi or perform part of the services (operations) specified by Renewi at each time requested by Renewi and at Renewi’s first request.
- 3.6 A price accepted by Renewi may not be increased without Renewi’s express prior consent in writing.
- 3.7 The prices stated are in euros and exclusive of VAT, but inclusive of all costs incurred in connection with the fulfilment of the Contractor’s obligations.
- 3.8 Where reference is made in these Procurement Terms and Conditions to “written” communication, this should be taken to include e-mail.
- 3.9 Renewi may amend its order or contract, and hence the Agreement, at any time and may terminate all or part of the Agreement at any time.
- 3.10 If the Contractor believes that an amendment as referred to in paragraph 3.9 affects the agreed price and/or delivery date, the Contractor shall notify Renewi accordingly in writing as soon as possible, and in any event before the implementation of the amended Agreement and within 8 (eight) business days of Renewi notifying the Contractor of the amendment. If Renewi its opinion is that the effects on the price and/or delivery date are unreasonable, the Contracting Parties shall duly consult to endeavour to find a solution. If a solution is not found within a reasonable period of at most 5 (five) business days, Renewi is entitled to terminate the Agreement without any further costs.
- 3.11 The Contractor is only permitted to have its obligations performed by a third

- party subject to the express prior consent of Renewi in writing.
- 3.12 If, in the implementation of the Agreement, the Contractor uses plans, specifications, instructions, models, drawings, test instructions, etc., made available or approved by or on behalf of Renewi, in whatever form they may be, these shall form part of the Agreement, unless Renewi has stated the contrary in writing.

4. INSURANCE, PAYMENT AND MARKET CONDITIONS

- 4.1 The Contractor shall take out adequate insurance against any loss or damage suffered by Renewi due to the Contractor failing to honour its obligations or as a result of an unlawful act by the Contractor towards Renewi or third parties. The insurance shall provide adequate cover for – inter alia – product liability (in the event of the Contractor supplying goods) and professional liability (in the event of the Contractor providing services, contracting work or providing workers). The Contractor shall provide Renewi with the relevant insurance certificates at its first request and – in the event of a pay-out under any such insurance for any loss or damage suffered by Renewi – to assign the full rights to any such pay-out to Renewi immediately at its first request.
- 4.2 Renewi shall pay for the goods delivered, operations performed, services provided and/or workers provided within 90 (ninety) days of receipt of the duly submitted invoice containing all the correct details.
- 4.3 The Contractor shall not submit the invoice before whichever of the following dates is the latest: (i) the date of delivery and approval of the goods by Renewi, (ii) the date of installation and approval thereof by Renewi, or (iii) the date on which the operations or services are finalised or the last day on which workers are provided.
- 4.4 Invoices shall be submitted in electronic form (in pdf format) in accordance with the instructions issued to the Contractor by Renewi beforehand, and must include the following minimum information: Renewi’s order number, the correct billing address, the delivery date/execution date, quantity of goods supplied and/or specification of the services provided, operations performed or workers provided, unit prices, relevant location and/or delivery address, any discounts applicable, and the total amount payable. Failure to comply with these instructions shall mean Renewi is entitled not to pay the invoice and to return it. The date on which the new, correct invoice is sent shall be considered as the new billing date.
- 4.5 If Renewi has reasonable grounds to object to the invoice, goods delivered, services provided, operations performed or workers provided, Renewi shall in the first instance give the Contractor the opportunity to remedy the situation as soon as possible, but in any event within a reasonable period of time as specified by Renewi. If Renewi reasonably believes that the Contractor’s efforts are fruitless, Renewi is entitled to suspend payment, and such suspension shall not affect its other rights pursuant to the Agreement and/or these Terms and Conditions.
- 4.6 Renewi may at any time offset claims, for any reason whatsoever, by the Contractor on Renewi against claims that Renewi has, or believes it has, for any reason whatsoever, on the Contractor or companies that belong to the same group as the Contractor.
- 4.7 If the Contractor fails to honour its obligations pursuant to the Agreement, all its non-legal collection expenses, including but not restricted to costs of sending payment reminders, final notices or notices of default, shall be paid in full by the Contractor.
- 4.8 If Renewi is proven right (in large measure) in legal proceedings, the Contractor shall be obliged to pay all Renewi’s costs associated with such proceedings in full, even if these costs are higher than the ruling on costs issued by the judge and regardless of whether the Contractor has appealed against the ruling in question.
- 4.9 To secure the fulfilment of the Contractor’s obligations, Renewi is entitled, before payment is made, in addition or to instead of the delivery, to request the Contractor to have an unconditional, irrevocable bank guarantee issued in its favour by a banking institution approved by Renewi.
- 4.10 The Customer (Renewi) is entitled to contact third parties for an interim comparison of the contractual terms and conditions and tariffs with the prevailing market conditions. If the terms and conditions and/or tariffs set out in this contract differ significantly from the terms and conditions and/or tariffs offered to the Customer by such third parties for the same or comparable services regarding the same or similar waste streams or volumes, the terms and conditions and/or tariffs offered by the Contractor in the con-

tract shall be adjusted in line with those better terms and conditions and/or lower tariffs with effect from the end of the month following the month of the most recent offer from such third parties. If the Contractor is not prepared to adjust the terms and conditions and/or tariffs in accordance with those offered by third parties, the Customer is entitled to terminate this Agreement in full or in part (with regard to routes) in accordance with Article 3.9 of these general procurement terms and conditions and enter into an agreement with the third party. The Contractor hereby warrants in advance that the Customer is not, on account of this termination, obliged for compensation to the Contractor and the Contractor waives in advance claims for (financial) compensation from the Customer in respect of the agreement terminated early by the Customer.

5. OWNERSHIP AND RISK

- 5.1 Renewi reserves all rights relating to information and goods, including but not restricted to components, materials, raw materials and constituents, tools, drawings and specifications, and all rights on software, that Renewi makes available to the Contractor for the implementation of the Agreement.
- 5.2 The Contractor is obliged, insofar as is reasonably possible, to store the goods (and, if appropriate, software) referred to in Article 5.1 in such a way that they remain clearly identifiable as the property of Renewi; insofar as may be necessary, the Contractor shall mark the goods as being the property of Renewi.
- 5.3 The Contractor may only use the information, goods and software provided for the implementation of the Agreement and the Contractor shall return this information, goods and software at Renewi's first request. All electronic databases shall be removed from the Contractor's computer systems immediately upon Renewi's request or upon termination of the Agreement and the Contractor shall return the original data carriers to Renewi immediately.
- 5.4 The Contractor shall notify Renewi immediately if third parties seek redress against Renewi's rights of property relating to Renewi's goods (including the accompanying software) and the action taken by the Contractor in this connection. The Contractor is obliged to protect Renewi's property as far as is reasonably possible.
- 5.5 Any new item manufactured by the Contractor pursuant to the Agreement is deemed to be manufactured on behalf of Renewi.
- 5.6 The Contractor shall observe confidentiality regarding the existence of the Agreement, the nature and content thereof and the information provided by Renewi throughout the term of the Agreement and for 3 (three) years after expiry or termination of the Agreement. The Contractor shall not make any reference whatsoever to this information or to the fact that the Contractor supplies or has supplied goods, performs or has performed operations or provides or has provided services and/or provides or has provided workers to Renewi, other than with the express prior consent of Renewi in writing. If the provisions of this paragraph are not honoured, the Contractor shall pay a fine payable upon demand of 50,000 euros (fifty thousand euros) exclusive of VAT for each failure to honour the provisions and, if applicable, 5,000 euros (five thousand euros) exclusive of VAT for each day or part thereof that such failure is not remedied, without prejudice to Renewi's right to claim compensation.
- 5.7 All intellectual property rights arising from the Agreement accrue to Renewi and, insofar as necessary, are transferred to Renewi at its first request. If any intellectual property rights cannot be transferred to Renewi by the Contractor for any reason whatsoever, the Contractor hereby grants Renewi, free of charge, the exclusive, global, irrevocable right in perpetuity, including the right to grant sub-licences, to use these intellectual property rights as Renewi deems fit, and Renewi hereby accepts this right.

6. EFFECTS OF NON-OBSERVANCE

- 6.1 Failure by the Contractor to duly honour its obligations shall imply that the Contractor is immediately in default, without notice, unless the Contractor cannot be held liable for such deficiency (force majeure). The following shall in any event be considered as deficiencies due to force majeure: deficiency due to transportation problems, workers' illness, strikes, congestion in the Contractor's company or the company of suppliers of the Contractor, other deficiencies of the Contractor's suppliers and product shortages.
- 6.2 The Contractor shall notify Renewi immediately of any event of force majeure, and provide the relevant evidence of the existence of such event.
- 6.3 Apart from its other rights pursuant to these Terms and Conditions and law, Renewi is in any event entitled to suspend payment or terminate the Agreement, in part or in full, if (i) an attachment order is placed on one or more items made available to the Contractor by Renewi, (ii) the Contractor is granted suspension of payment, the Contractor is declared bankrupt or the Contractor has filed for bankruptcy or applied for suspension of payment,

(iii) any permit or licence required for the implementation of the Agreement is revoked, (iv) the Contractor fails to honour one or more of its obligations arising from the Agreement, (v) Renewi has good reason to believe that the Contractor is not, or will not be, able to honour its obligations arising from the Agreement or (vi) the Contractor ceases business or there is a change in the management or ownership of the Contractor's company.

7. GOVERNING LAW AND JURISDICTION

- 7.1 All offers, orders and agreements referred to in these Terms and Conditions are governed solely by Dutch law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- 7.2 If Renewi and the Contractor have a dispute that cannot be settled amicably, it shall be subject to the sole jurisdiction of the competent judge in the court of 's-Hertogenbosch, without prejudice to Renewi's right to submit a dispute to what would have been the competent court in the absence of this clause.

8. DELIVERY OF GOODS

8.1 GENERAL

- 8.1.1 In addition to Articles 1 to 7 inclusive of these Terms and Conditions, the following provisions also apply if and insofar as the Agreement relates to the delivery of goods by the Contractor to Renewi.
- 8.1.2 The goods shall be delivered DDP (in accordance with the most recent version of the Incoterms).
- 8.1.3 The title and liability with respect to the goods is transferred to Renewi at the time of delivery, unless Renewi refuses the goods as described in paragraph [**8.4.4**] below.
- 8.1.4 The Contractor shall deliver the goods on the agreed delivery date. The agreed delivery dates are deemed to be statutory.
- 8.1.5 The Contractor shall immediately notify Renewi in writing of any circumstances that could result in the agreed delivery time being delayed. This notification does not absolve the Contractor of its obligations with regard to the agreed delivery date or its liability in this respect.
- 8.1.6 Renewi is entitled to suspend delivery on reasonable grounds. In that case, the title and liability with respect to the goods is not transferred to Renewi and the Contractor is obliged to store, retain, secure and insure the goods, duly packed, separately and identifiably.

8.2 INSPECTIONS

- 8.2.1 Renewi is entitled to inspect the goods to be delivered or have them inspected, during normal opening times and subject to reasonable notice to the Contractor, both during production, processing and storage and after delivery, and the Contractor shall cooperate fully in this. This inspection by Renewi or the decision not to conduct an inspection prior to delivery does not count as delivery or acceptance of the goods to be delivered and does not have any effect whatsoever on the Contractor's obligations to Renewi.
- 8.2.2 At Renewi's first request, the Contractor will grant Renewi, or third parties appointed by Renewi, access to the production, processing or storage site(s).
- 8.2.3 Renewi is entitled to submit complaints about visible defects within a period of 20 (twenty) business days after the goods arrive at their final destination, or a longer period if so permitted by law. Renewi is entitled to submit complaints about defects that are not visibly evident within a period of 20 (twenty) business days of such defects being discovered, or a longer period if so permitted by law. Acceptance by Renewi of the goods delivered is without prejudice to any claim by Renewi against the Contractor.

8.3 TRANSPORTATION AND PACKING

- 8.3.1 The Contractor shall pack the goods appropriately for transportation to the delivery address.
- 8.3.2 The Contractor shall comply with all instructions and provisions applicable in all countries where the goods are transported. The Contractor shall provide all information on the goods requested by Renewi, including but not restricted to information required for settlement, importing, customs clearance or taxation.
- 8.3.3 The delivery address, product names and code numbers used by Renewi for the goods concerned should be included on all accompanying transportation documents relating to the goods.
- 8.3.4 The Contractor shall pack materials in the most environmentally friendly way possible, subject to EC Directive 94/62/EC and the Regulation on packaging and packing waste (Official Gazette 1997, No. 125, of 4 July 1997) based on Packaging Covenant III, or any later version thereof.
- 8.3.5 The Contractor should ensure that the materials are accompanied by a clear-

ly visible packing list, waybill or packer's number that in all cases mentions: the Contractor's name and address, order number, net weight, country of origin, the name of Renewi and the name of the contact person at Renewi, the Contractor's VAT number, the means of transport and the place of delivery.

- 8.3.6 If the Contractor fails to honour the provisions of this Article, Renewi may refuse the delivery, without prejudice to Renewi's right to compensation in the event of such failure.
- 8.3.7 With regard to hazardous substances and goods with hazardous properties, the Contractor shall take - and act in consideration of - all the requisite preventative measures, in particular the use of appropriate, approved containers and packaging, labelling and identification, risk label and user information.

8.4 SUPPLIER WARRANTIES

- 8.4.1 The Contractor warrants that the goods comply with the Agreement. In any event, this means that the goods supplied are suitable for the purpose for which Renewi wishes to use them according to the Agreement. The Contractor also warrants that the goods supplied conform to the agreed specifications and any approved samples, that they are not encumbered with any third-party rights and are free of defect, including design, material and production defects, and that the goods supplied comply with all applicable legal regulations and provisions, including quality, environmental, export, health and safety standards in the country of supply and, to the best of the Contractor's knowledge, in the country of destination.
- 8.4.2 The Contractor also warrants that the goods are delivered finished and ready for use. The Contractor is obliged to provide along with the goods clear (product) information in Dutch, French or English (at Renewi's choice), which Renewi may use for internal use and may copy.
- 8.4.3 The Contractor warrants that it shall be able to supply the components and spare parts of the goods supplied at the market price obtaining at that time throughout the technical life span of the goods supplied. The Contractor warrants that it shall be able to supply the goods at the market price obtaining at that time throughout the term of the Agreement and for 3 (three) years after termination or expiry of the Agreement.
- 8.4.4 If the goods do not comply with the specifications of the Agreement and/or these Terms and Conditions, Renewi is entitled to refuse the goods on reasonable grounds. Without prejudice to Renewi's other rights pursuant to these Terms and Conditions or law, the Contractor shall - at Renewi's first request and within 5 (five) business days of the refusal (i.e. the same day or the following day, as jointly determined) - warrant that the goods will be repaired or replaced and that the missing component or defective components will be supplied. If the Contractor fails to honour this obligation, Renewi may purchase the goods from a third party or take measures (or have such measures taken by third parties) at the Contractor's risk and expense, without prejudice to Renewi's other rights in this connection. Renewi may also, at its discretion, require the Contractor to refund the cost price, without prejudice to Renewi's other rights pursuant to these Terms and Conditions or law.
- 8.4.5 Renewi is entitled to return or keep, at the Contractor's expense, goods that do not comply with the specifications of the Agreement and/or these Terms and Conditions. The Contractor shall assume the risks and costs of storage of any such goods. Renewi may require the Contractor to ensure that any such goods are repaired free of charge at the place where the goods are located.
- 8.4.6 The term of the guarantee on the goods, including any installation and assembly thereof, is at least 2 (two) years as from the time of actual delivery, completion or start of operation. The expiry of the guarantee period does not affect the rights to which Renewi is entitled under law and the Agreement. The agreed guarantee during this period does in any event imply that the Contractor shall remedy any defect of which it is notified by Renewi during the guarantee period as soon as possible; the Contractor shall be liable for all the costs involved, including supplementary costs. If, pursuant to this obligation, the Contractor has changed, repaired or replaced goods or components thereof, a new guarantee period shall apply in respect of those goods or components, commencing at the time when Renewi has approved the changes, repair or replacement, without affecting the remaining term regarding the goods originally supplied by the Contractor.

9. PERFORMANCE OF SERVICES OR WORK / PROVISION OF WORKERS

9.1 GENERAL

- 9.1.1 In addition to Articles 1 to 7 inclusive of these Terms and Conditions, the following Articles apply if and insofar as the Agreement relates to the provision of services, performance or contracting of works and/or provision of workers by the Contractor on behalf of Renewi.

- 9.1.2 Renewi and the Contractor agree that their relationship is not that of employer/employee.

9.2 FULFILMENT AND PAYMENT

- 9.2.1 The Contractor shall dully fulfil its obligations pursuant to the Agreement within the agreed timeframe, which is immutable unless expressly agreed to the contrary in writing.
- 9.2.2 The Contractor shall fulfil its obligations during Renewi's normal opening hours. Renewi may, however, request the Contractor to work outside these working hours.
- 9.2.3 Payment by Renewi of the amounts due pursuant to the Agreement constitutes full remuneration to the Contractor, including all ancillary costs and expenses.
- 9.2.4 The Contractor may only declare the actual hours worked. The Contractor should be able to prove that the number of hours specified is the actual number of hours worked, unless a fixed amount has been agreed for the work.
- 9.2.5 If the Contractor's workers employed pursuant to the Agreement are not able to perform their tasks pursuant to the Agreement (e.g. due to illness, holiday or termination of the contract of employment), the Contractor shall arrange for a suitable replacement as soon as is reasonably possible, but in any event within 3 (three) business days.

9.3 TERM OF THE AGREEMENT

- 9.3.1 The Agreement is entered into for a specific, clearly defined contract (i.e. project).
- 9.3.2 If Renewi places regular orders with the Contractor, that does not entitle the Contractor to assume that this involves an ongoing agreement that can only be terminated subject to notice.
- 9.3.3 Renewi is entitled to terminate all or part of the Agreement at any time subject to one (1) month's notice to this effect, without prejudice to Renewi's right to terminate the Agreement if permitted by law. In that case, Renewi's obligations shall never extend further than (i) in the case of periodic payment, payment for the services actually provided/the work actually performed/the workers actually provided, or (ii), in the case of a fixed contract amount, payment of a proportional part of the agreed amount.

9.4 SUPPLIER'S OBLIGATIONS

- 9.4.1 The Contractor shall fulfil its obligations pursuant to the Agreement with all due care as befits a diligent Contractor. The Contractor warrants that it, its staff and third parties called in by the Contractor shall adhere strictly to Renewi's instructions and wishes.
- 9.4.2 The Contractor warrants fulfilment of its obligations pursuant to the Agreement in accordance with the terms, conditions and requirements specified by Renewi.
- 9.4.3 The Contractor shall fulfil its obligations pursuant to the Agreement entirely at its own risk.
- 9.4.4 The Contractor shall comply with all statutory conditions and government regulations applicable to its obligations pursuant to the Agreement, including rules and regulations concerning health and safety and the environment.
- 9.4.5 The Contractor warrants that its staff satisfy, and shall continue to satisfy, the standard requirements regarding training, knowledge and experience, considering the nature and content of the Contractor's obligations pursuant to the Agreement.
- 9.4.6 The Contractor shall, at its own expense, ensure the supply and conveyance of items required for the fulfilment of its obligations pursuant to the Agreement.
- 9.4.7 The Contractor shall arrange the licences and permits required for the fulfilment of its obligations pursuant to the Agreement.
- 9.4.8 The Contractor shall always dispose of residue and waste properly, and also packaging, leftover materials and tools, other materials and used goods. The Contractor is responsible for the disposal of hazardous substances used in the fulfilment of its obligations pursuant to the Agreement.
- 9.4.9 The Contractor assumes the risk for the goods, auxiliary materials and other materials used pursuant to the Agreement. This risk includes the risk of loss, theft, etc.
- 9.4.10 The Contractor warrants that its staff shall fulfil the obligations pursuant to the Agreement in accordance with Renewi's specific requirements of, if no specific requirements are stated, in accordance with rigorous standards of professionalism, safety and expertise.
- 9.4.11 Renewi is entitled to require that the workers provided by the Contractor who, in Renewi's reasonable opinion, do not satisfy the requirements specified pursuant to the Agreement, should be removed and replaced as soon as possible.

9.4.12 The Contractor's workers as referred to in these Terms and Conditions include third parties involved in the implementation of the Agreement by the Contractor.

9.5 RENEWI SITES

- 9.5.1 The Contractor warrants that all workers working on the Renewi site(s) in the Netherlands and elsewhere (hereinafter referred to as "the Site") shall comply with all Renewi's in-house rules and regulations, including but not restricted to its health, safety and environmental rules and regulations.
- 9.5.2 Before performing its obligations pursuant to the Agreement, the Contractor shall take cognisance of all circumstances at the Site that might affect the implementation of the Agreement.
- 9.5.3 The Contractor shall assume the full risk and expense of any delay in fulfilling its obligations pursuant to the Agreement as a result of circumstances as referred to in the previous paragraph.
- 9.5.4 The Contractor and the workers provided by the Contractor may only enter the Site subject to Renewi's prior consent. Such consent may be withdrawn at any time.
- 9.5.5 The Contractor shall ensure that the presence of the Contractor or its workers on the Site does not disrupt the normal course of operations on the Site.

9.6 AMENDMENTS TO THE AGREEMENT

- 9.6.1 Renewi shall only pay the Contractor for the performance of additional deliveries and/or work (outside the scope of the Agreement) if Renewi has agreed to such additional deliveries and/or work in writing. The additional payment to be made by Renewi for this is set out in the aforementioned ancillary agreement.
- 9.6.2 The Contractor shall notify Renewi as soon as possible if circumstances arise as a result of which the Contractor is not able to fulfil its obligations pursuant to the Agreement, or as a result of which the Contractor has not fulfilled all its obligations pursuant to the Agreement and are beyond its control. This shall result in a proportional reduction in the payment due by Renewi to the Contractor.
- 9.6.3 Renewi may at any time adjust the Contractor's obligations pursuant to the Agreement within reason. If this results in a reduction of the Contractor's obligations pursuant to the Agreement, the payment due by Renewi to the Contractor shall be reduced proportionally.

9.7 TAXATION AND SOCIAL SECURITY PAYMENTS

- 9.7.1 The Contractor undertakes to satisfy all its statutory obligations to pay the social security payments and (income) taxes in relation to the Agreement and to comply strictly with all and any applicable (tax) legislation.
- 9.7.2 If, on account of any law or provision, Renewi is held liable for payment of any social security payment and payroll taxes (including public insurance and any penalties and interest due to late payment of tax), or for payment of sales tax, due by the Contractor, Renewi is entitled to claim the entire amount from the Contractor, without prejudice to Renewi's statutory rights with regard to any third parties in the event of subcontracting. The Contractor is responsible vis-à-vis Renewi for full and due compliance with social security legislation and tax legislation with regard to the workers provided, throughout the term of this agreement and the period that such freelancers and staff are employed by Renewi if the latter period does not fall entirely within the term of this agreement. In this connection, the Contractor warrants timely payment of the amounts due to the tax authorities and the UWV. The Contractor absolves Renewi from any claims in connection with taxes and/or social security payments.
- 9.7.3 Renewi is entitled at all times to deduct the legally due amount from any amount that Renewi is to pay the Contractor, so that Renewi can pay the amounts referred to in paragraph 9.7.1. direct to the relevant authorities and so fulfil its tax obligations.
- 9.7.4 The Contractor shall, upon request, provide Renewi with a declaration from an independent accountant confirming that the Contractor has fulfilled its obligations towards the tax authorities and other relevant authorities.
- 9.7.5 If Renewi has to pay a penalty resulting from, or in connection with, failure by the Contractor to fulfil one or more of its obligations pursuant to any applicable (tax) legislation or regulations, the Contractor is obliged to pay the entire amount of the penalty to Renewi, without prejudice to Renewi's other rights vis-à-vis the Contractor. Any such penalty is immediately payable by the Contractor and may be claimed by Renewi as from the date of notification by Renewi.

9.8 COMPLETION

- 9.8.1 Insofar as the nature and scope thereof do not so preclude, the following Articles apply as a supplement to Articles 8 and 9.
- 9.8.2 The Contractor is only deemed to have completed its obligations after confirmation thereof by the Contractor followed by written approval from Renewi. Renewi is obliged to confirm completion if the work has been completed. If the work has not been completed, Renewi shall specify which components of the work are deemed incomplete. In that case, the obligations as a whole have not been completed until the Contractor has completed such components, in which case Renewi shall again confirm this.
- 9.8.3 Insofar as applicable, in the event of performance of work and/or provision of goods, a maintenance term of 18 (eighteen) months shall apply after completion, as described in the previous paragraph. The Contractor shall repair defects that arise during the maintenance term free of charge and as soon as possible, without prejudice to the other rights accruing to Renewi pursuant to these Terms and Conditions or law.