

General conditions of sale for the acquisition, processing and disposal of waste materials of Orinso Nederland B.V.

General

Our general trading conditions apply to Orinso Nederland B.V.,– hereinafter called “Orinso” – and form an integral part of any contract concluded and/or arrangement made between us and our clients. For long-term relationships they also apply to all orders to be carried out in the future. Deviations will only be acknowledged when they have been confirmed by us in writing.

1. Definitions

In these conditions the following terms have the following meanings:

Acceptance: the finding, at the latest at the Treatment or Processing Plant, that both the Waste Materials themselves and the manner in which they have been offered comply with the Agreement.

Acceptance conditions: the instructions given by or on behalf of the Contractor to the Client relating to the size, nature, properties and composition of the Waste Materials themselves and the manner in which they must be offered to the Contractor.

Waste materials: all the substances, preparations or other products offered to the Contractor within the framework of the performance of an Agreement concluded between the Parties, or to make an offer for this purpose, which the Client - in view of their disposal – discards or intends to discard. It never concerns waste that is defined as “hazardous waste” pursuant to section 1:1 (2) of the Environmental Management Act (Wet Milieubeheer). Treatment or Processing Plant: the plant where waste materials are made suitable for reuse, useful application or disposed of or where waste materials are stored or transferred.

Means of Collection: all means of collection such as containers, tanks, pallets, vehicles etc. intended for the collection, the temporary storage, the transport and/or the disposal of Waste materials.

Client: Natural or legal person who concludes an Agreement with the Contractor or applies for an offer for this purpose.

Contractor: Orinso

Parties: Contractor and Client.

Agreement: any agreement subject to the General Conditions. General Conditions: these general conditions of the Contractor.

2. Offers, acceptance of orders

All the offers of the Contractor are also based on the particulars, samples and documents provided by the Client, whereby the Contractor may assume their correctness and completeness. The Contractor will verify this information. Our offers are without obligation. Offers will not be considered accepted until they have been confirmed in writing by us or if we have acted accordingly by their execution. Subject to the rejection of the conditions of sale present on the letters or documents from the customers, the buyer is supposed to know these general conditions and to accept them on account of the fact of the purchase.

3. Prices

The prices given by the Contractor are in euros, always excluding additional work, excluding turnover tax and excluding any other levies and/or taxes imposed by the authorities, including the costs connected to permits, duties and taxes required for the performance of the Agreement; these costs, levies and taxes, if applicable supplemented with export and customs fees will be charged to the Client separately. The agreed prices apply to the processing of waste materials that are in conformity with the agreed compositions and quantities. If Orinso accepts any other waste materials for processing, it will be entitled to adjust the agreed price accordingly. If the prices of the processing centre are reduced or increased across the board in the period between the conclusion of the contract and the execution of the order, then Orinso reserves the right to charge the generally applicable prices applicable at the time. Costs arisen for determining the composition of the waste, such as analyses and sampling are for the Client's account.

4. Specification, documentation

Before commencement of the work by the Contractor, and also after that every time that the Contractor so requests, the Client is obliged to give a clear written specification of the nature, the origin, the properties and the composition of the waste. The Client guarantees the Contractor the correctness and the completeness of the specification of the Waste Materials offered by him. The Waste Materials must be offered in such a manner by the Client that loss, spilling or blowing away is prevented and without causing any hindrance or risk for persons and the environment. The client ordering the transport is also responsible that the transport will be carried out in accordance with the regulations of the nationally applicable waste & transport legislation.

5. Loading

Loading of the wagons is done by the disposer. If in the opinion of the Contractor a means of collection has been loaded incorrectly or has been overloaded, has been loaded with other waste materials than agreed, the waste materials do not comply with the specification given by the Client, the transport of the waste materials is in violation of the requirements pursuant to the transport regulations and/or if the collection or transport forms or may form a danger to items of property, people or the environment, the Contractor will be entitled not to empty the means of collection, to refuse the disposal of the means of collection and/or to refuse the (waste) materials and/or to return the waste (materials) to the Client. Any loss or damage (costs and/or fines included) as a result of the provisions in this paragraph is for account of the Client.

6. Taking delivery

Without prejudice to the statutory regulations and instructions given in the name of the competent authorities, the Client must always observe the acceptance conditions of the receiving party. Orinso will take delivery of the waste materials at the agreed location. During loading, transport and unloading no polymerized, gaseous, explosive or other hazardous by-products may be produced. The weights on the weighbridge of the acquirer or processor are binding for the client.

7. Supply

The offeror of the waste, his carrier and everybody working on their instruction, are obliged to observe the regulations and the instructions applicable on the sites of the processing centre. The offeror of the waste, his carrier and everybody working on their instruction, enter the business premises of the processing centre at their own risk. The processing centre does not accept any liability for damage to persons and property caused on his business premises. This also applies to the personnel of the offeror, his carrier and everybody working on their instruction.

8. Processing of waste materials

Orinso assumes that the (waste) material offered by the client corresponds to what has been agreed. If the waste materials are not in conformity with the particulars provided to us, we will be entitled either to process the waste materials and to demand a price adjustment caused by the extra work, or to return the waste materials to the client at the location where they were received. In the latter case all associated costs or other disadvantages experienced as a result will be for account of the client. All damage caused by the supply of non-conformity products are at the expense of the client, also if this was not caused/visible immediately after the delivery but at a later point in time.

9. Liability

The waste and residual material are transported at the customer's expense and risk from dispatch, even if the transport charges are for Orinso's account. Where applicable, the customer must check the load and wagon for compliance with the nationally applicable waste and transport legislation on departure of his sites. The offeror is liable in respect of Orinso for all loss or damage that Orinso, its employees or other third parties might suffer as a result of a deviation of the composition, nature, packing or other essential properties of the waste. If Orinso is held liable by third parties, among others by third parties to whom the waste is sent directly for processing, for loss or damage as a result of the causes mentioned in the previous paragraph, the offeror will be obliged to indemnify Orinso against this. The offeror and Orinso are each responsible for the strict observance of the statutory provisions applicable to either of them. The liability of the Contractor in respect of the Client for attributable failure or unlawful acting is limited to the amount to which the liability insurance of the Contractor gives entitlement in that specific case. The Contractor is insured for liability in accordance with the amounts and conditions customary in the sector. If the liability insur-

ance of the Contractor does not give cover in any particular case, or if the relevant damage is not covered by the insurance, the Contractor's liability will be limited to the amount invoiced by the Contractor to the Client within the framework of the Agreement in a period of 12 months prior to the event giving rise to the damage. However, the liability of the Contractor will never exceed an amount of € 50,000.00-- (in words: fifty thousand euro). The Contractor is never liable for business, consequential or indirect damage, unless they are the result of deliberate action or gross negligence by the Contractor. Furthermore the Contractor is not liable either for damage resulting from refusal of Waste Materials by the Treatment or Processing Plant. In such an event the Waste Materials will either be returned to the Client without any liability being created as a result or - if this is possible and the Client desires so - offered to another Treatment or Processing Plant, whereby in both cases the extra costs connected with this may be charged to the Client. If the Client does not offer the Waste Materials in accordance with the regulations from the applicable laws and regulations and/or the General Conditions and/or the Acceptance Conditions, the Client will be liable for the loss or damage resulting from this. The Client indemnifies the Contractor, its employees and other (legal) persons engaged for the performance of the Agreement by the Contractor against all claims of third parties for compensation of any loss or damage suffered by these third parties, caused prior to, during or after the performance of the Agreement by or on behalf of the Contractor, on account of or otherwise connected to items of property or products originating from the Contractor, Waste Materials originating from the Client and activities carried out by or on behalf of the Contractor, unless the loss or damage is due to deliberate action or gross negligence by the Contractor.

10. Levies

The levies imposed by the legislator on the disposal of waste materials will be entirely for account of the disposer of the waste. Orinso reserves the right to alter the charged levies, if necessary retroactively, if the imposed levy rates and/or the legal context should be altered, whether or not retroactively, by operation of the law, among other things if the above-mentioned levies should be taxable with regard to Orinso and therefore constitute a direct or indirect financial burden with regard to the company.

11. Payment

The payments must be made at the latest 30 days after the invoice date, without any right to discount, set-off or suspension - unless otherwise agreed. The client will never have any right to refuse or suspend payment of the price or additional costs in full or in part, while any reliance on set-off is explicitly excluded. If the term of payment has been exceeded, an interest of 1.5% a month above the statutory interest applicable in the Netherlands will be payable by operation of the law and without notice of default, in which connection part of a month will be considered a whole month. In the event of unjust non-payment the offeror will owe Orinso apart from and on the principal amount and all affiliations, by way of additional payment, a fixed sum of 10%, with a minimum of EUR 375.

If the offeror's financial situation is considered insufficient by Orinso, Orinso may demand cash payment or satisfactory security.

12. Cancellation

If an order is cancelled by the offeror or in the event of dissolution of the agreement for account of the offeror, the compensation will be fixed at 25% of the amount.

13. Stagnation of the work

Force majeure, government measures, business interruption, lack of energy or workers, strikes, lock-out, boycott, (risk of) war, insurrection, work strikes, (natural) disasters, accidents, government measures, delays in/absence of deliveries from suppliers (including waste processors and suppliers of fuel, energy and water, etc.), transport difficulties, fire and breakdowns in the business of the Contractor or his suppliers, withdrawal of permits of the Contractor and/or his suppliers or any other circumstances beyond our control, that hamper the normal performance of the contract, will release us from the obligation to perform the work for the duration of the stagnation and the extent of its consequences, without the client having any right to compensation. The client will be obliged - if no alternative processing can be found - to take back at his expense and risk the Waste Materials already collected by the Contractor. We will have the right to pass on all costs incurred in the meantime.

14. Reservation of set-offs among group members or set-off

We reserve the right to set off all our own claims or claims of enterprises within our group with claims that the buyer or his group company has with regard to our company or enterprise within our group. Set-off will also be permitted if the due dates of the claims on both sides have passed or if on the one hand cash payment and on the other hand payment by acceptances or bills of exchange to be drawn on customers is agreed. In the event of several due dates and claims the payment will be made by means of determination of the values; in current account transactions the power of set-off will relate to the balance. With regard to our claim the buyer can only set off amounts with his own claims or with those of enterprises within his group that have been found to be indisputable and legally valid.

15. Disputes

Any complaints in connection with invoices must be sent to Orinso within 8 days after the invoice date in writing and with reasons. All commercial transactions that are subject to the present general conditions of sale or follow therefrom are deemed to have been concluded in 's-Hertogenbosch and are governed by Dutch law. Any disputes following from this are subject to the exclusive jurisdiction of the District Courts of the judicial district of 's-Hertogenbosch.

Orinso does reserve the right, however, to bring the dispute at its choice before any other Dutch or foreign District Court that may take cognizance of the dispute on the basis of the general principles in respect of jurisdiction.