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General Terms of Delivery and Sales

TUSTI BV

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Part A: General Terms and Conditions

1 Definitions

Agreement

Any legal relationship to which these General Terms of Delivery and Sales applies, according to paragraph A.2.

Delivery

Making one Item or Goods available and/or performing Services by a Party or by TUSTI.

Items/Goods

All products which should be provided by TUSTI to a Party or any products which should be provided by a Party to TUSTI.

Offer

The writings in which one party makes a quotation.

Other Party

The contractual other party (ies) of TUSTI.

Parties

TUSTI and the Party together.

(Processing) location

An industrial location, including office buildings, or a site designated by TUSTI where Waste is handled and processed and / or treated.

Request

The request for an offer.

Service (s)

All work and services otherwise than under an employment contract, commissioned by TUSTI or the Party and contracting work for TUSTI or any other party.

Treatment / processing

Acts of disposal and recovery of waste which are named in Annex I and II of European Directive no. 2008/98 / EC including any future modifications thereto.

TUSTI

TUSTI BV and its affiliates.

Waste

All substances, preparations or objects which the holder discards or intends to discard or must discard, within the framework of the Environmental Management Act (Wet milieubeheer), including any future modifications thereto.

Waste Shipment Regulation (WSR)

EC Regulation 1013/2006 on shipments of waste including any future revisions thereto. In Dutch: EVOA.



2 Applicability

- 1 These General Terms of Delivery and Sales govern every Request, Offer and Agreement concluded or performed between TUSTI and an Other Party (ies).
- 2 Deviation from these Standard Terms and Conditions is only possible when agreed in writing.
- 3 The standard terms and conditions of the Other Party, by whichever name, explicitly do not apply to a Request, Offer or Agreement with TUSTI.

3 Creation

- 1 Every Request issued by TUSTI is fully without obligations. Every Request by TUSTI may be amended or supplemented by TUSTI at all times.
- 2 Unless agreed otherwise, when a Request from TUSTI is followed by a Offer from the Other Party this Offer is irrevocable and valid for at least 30 days.
- 3 An Agreement between TUSTI and the Other Party is only created by signing the Agreement or by TUSTI sending an order confirmation or by commencing the implementation of the works.
- 4 Insofar as a Request, Offer or entering into an Agreement takes place electronically or by fax, this is equated to written documents.
- 5 Unless agreed otherwise, the circumstance that the Parties regularly award orders to each other never implies that a continuing performance contract arises between the Parties that must be terminated between the Parties.

4 Delivery

- 1 Delivery by the Other Party is DDP (Delivered Duty Paid, Incoterms 2010) at the agreed place, punctually at the agreed time and within the agreed period. Agreed periods for implementation are binding, unless agreed otherwise.
- 2 The Other Party shall be in default without requiring a notice of default in the event of late delivery. As soon as the Other Party knows or should know that the Delivery cannot take place in time or properly, it informs TUSTI in writing immediately whilst stating reasons. This does not affect the implications of exceeding the delivery time under the Agreement, these General Terms of Delivery and Sales or statutory provisions.
- 3 Delivery also includes delivery of all corresponding auxiliary materials and documentation, such as test certificates, drawings, quality, inspection and guarantee certificates, maintenance and instruction manuals and user guides.

5 Price

- 1 Unless agreed otherwise, the recorded prices and rates are fixed. They are in Euro and are exclusive of VAT and comprise all costs associated with compliance with the Other Party's obligations, including but not limited to the costs of transport, clearance, insurance and packaging, unless agreed otherwise in writing.
- 2 The agreed prices and rates cover all the works to be performed by the Other Party and third parties in the framework of the Agreement, including all associated costs such as inspections, licences, tools and equipment. TUSTI only pays travel and accommodation costs if this was agreed in writing.



- 3 TUSTI is entitled to amend the price/prices unilaterally based on for example, but not limited to, changes in labor costs, energy prices, fees and/or taxes such as VAT.

6 Changes / additional work

- 1 For new or modified (government) regulations TUSTI is authorized to change the Request, Offer and / or Agreement in accordance with these new regulations and to perform the changed or additional work. The (additional) costs for this purpose will be charged to the other party.
- 2 Other changes and / or more work done than specified in paragraph 1 of this section cannot be performed without a written agreement, signed by both Parties. Additional work shall mean all the activities performed during the implementation of the Agreement that are different from what was originally agreed.

7 Regulations

- 1 Prior to commencing with the implementation of the Agreement, the Other Party and its personnel and any third parties it engaged shall inform themselves of the circumstances on the TUSTI sites where the Service is to be performed or the Waste or Goods delivered. This concerns, but is not limited to, relevant information regarding working conditions legislation, environmental legislation, safety requirements, security requirements, Site Regulations.
- 2 In the event the Other Party breaches TUSTI's regulations and instructions, TUSTI is entitled to deny access to the Other Party, its personnel and third parties it engaged with immediately effect and to cease the implementation of the works, or to terminate the Agreement immediately without TUSTI being bound to any compensation of costs resulting for and already incurred by the Other Party, without prejudice to TUSTI's other rights.
- 3 The Other Party guarantees that during and for the implementation of the Agreement with TUSTI it shall have all the permits and licences that are required by the government. If the permit of the Other Party is withdrawn or amended by the competent authority, the Other Party shall inform TUSTI immediately.
- 4 The Other Party, its personnel and/or a third party it engaged enter a TUSTI site at their own risk.

8 Complaints

- 1 The Other Party's alleged rights due to TUSTI's failure to comply with its obligations shall be invoked in writing, by registered letter, within 5 working days of the Other Party having discovered the defect or reasonably should have been able to discover the defect. The Other Party's rights lapse after this 5 day period.
- 2 Complaints regarding invoices must given in writing by registered letter, to be sent to TUSTI within 5 working days after the invoice date. The Other Party's rights lapse after this 5 day period.
- 3 Complaints as mentioned above under paragraphs 1 and 2 shall not suspend the payment obligation of the Other Party.



9 Payment

- 1 Unless otherwise agreed, payment by TUSTI must be made within 30 days after the invoice date. Payment by the Counterparty shall be made within 30 days after the invoice date in the currency stated in the invoice. The invoice date of the party will not be earlier than the time that the Goods have been delivered. In default of payment within the prescribed period, the other party is immediately in default.
- 2 In the absence of payment by TUSTI within the prescribed period, the other party is obliged to give TUSTI a reasonable time to meet its payment obligations, before TUSTI is in default.
- 3 TUSTI is empowered to offset sums he owes to the other party with amounts he has to claim from the other party.
- 4 TUSTI is authorized to securing the fulfillment of the obligations of the other party under the Agreement by a down payment or to demand an unconditional and irrevocable financial security of a TUSTI acceptable institution. The cost of the financial security shall be borne by the other party.
- 5 On each day that the other party is in default, on this TUSTI is a contractual interest on the outstanding amount, which is based on externally published statutory interest rate for commercial transactions.
- 6 The judicial and extrajudicial costs of recovery of all amounts owed to TUSTI be borne by the other party. The extrajudicial costs are fixed at 15% with a minimum of € 250.00. Payments by the other party will first reduce the extrajudicial costs, then the interest and then to the oldest invoice.
- 7 Payment by TUSTI does not in any way constitute a waiver of any right.
- 8 A claim to compensation expires, provided that the other party has not charged reimbursement to TUSTI within one year after the first time they had been allowed to do so.

10 Transport and packaging

- 1 Unless agreed otherwise, the Other Party is responsible for transport in accordance with the statutory obligations and liabilities. Furthermore, it should ensure all the required transport documents. In case of transport of Waste, the required documents should be sent to TUSTI at least 1 day in advance of the Transport.
- 2 If the Other Party uses vehicles and/or containers or makes those available to implement any Agreement concluded with TUSTI, the Other Party guarantees that these vehicles and/or containers comply with all imposed statutory and other requirements. Furthermore, the Other Party shall keep the vehicles insured throughout the Agreement against statutory liability and all other possible risks.
- 3 If applicable, the Other Party shall ensure its vehicle is loaded in accordance with the statutory obligations and liabilities at its risk and expense.
- 4 At its risk and expense, the Other Party shall ensure proper packaging for the items, Goods, waste and construction materials, fuel, fertilisers and/or compost it transports or ships.
- 5 The Other Shall issue the Goods to be delivered with a clearly visible delivery note and/or copy invoice, including at least the name and address of the Other Party, the location of the sender, order number, net weight, country of origin, invoice value of the consignment, the Other Party's VAT number, statistics number, mode of transport and the delivery location.
- 6 The Other Party indemnifies TUSTI against any claims from third parties in connection with use of the vehicles or vehicles that were made available.
- 7 The Other Party shall be liable for damage sustained as a result of or in connection with improper packaging of Goods.



11 Termination

- 1 TUSTI shall be entitled to terminate the Agreement at any time by giving the Other Party written notice, provided it is supported by sufficiently compelling reasons. Compelling reasons refer to government measures of such a nature that the principles of reasonableness and fairness dictate that maintaining the Agreement unchanged cannot be required or when the Other Party does not have the required permits or licences. TUSTI is not liable for any damages towards the Other Party or a third party and retains its rights to claim damages, fines and compliance.
- 2 If the Other Party fails in complying with the Agreement, or may reasonably be deemed to be unable to comply with its obligations, or in the event of bankruptcy is applied for in respect of the Other Party, the Other Party is granted suspension of payments, temporarily or otherwise, and in the event of stoppage, liquidation or acquisition or a comparable situation of the Other Party's company, the Other Party is lawfully in default and TUSTI is entitled:
 - a. To terminate the Agreement unilaterally, in full or in part, by means of a written notification to the Other Party, if the defaulting Other Party fails to fulfil its obligations within a reasonable period of time from receipt of the notification;
 - b. To suspend the payment obligations;
 - c. To instruct third parties to implement the Agreement in full or in part at the expense of the Other Party. TUSTI is not liable for any damages towards the Other Party or a third party and retains its rights to claim damages, fines and compliance. Any claims TUSTI may have on the Other Party in the event of premature termination of the Agreement, are due and payable immediately and in full plus collection costs.
- 3 In the case referred to in paragraph 2 of this Article, TUSTI is entitled to suspend its payment obligations. If the force majeure situation continues for more than 30 days, TUSTI is authorised to dissolve the Agreement in full or in part without judicial intervention and without any right to fines and/or damages for the Other Party.

12 Force majeure

- 1 TUSTI is not in default and the Other Party is not entitled to any damages if compliance of the obligations is impeded by a non-attributable shortcoming in compliance (force majeure). Non-attributable compliance includes, but is not limited to war or hostilities, riots or civil unrest, floods and other natural disasters, nuclear disasters or other external perils, blockades, strikes, operational failures, accidents, fires, processing prohibitions by government or excessive sickness absence.
- 2 • Insofar as there is a shortcoming in compliance with an obligation by the Other Party that is not attributable to him (force majeure), he is not obliged to pay a fine and/or damages, provided the Other Party informed TUSTI immediately of the shortcoming and its cause in writing in a registered letter.

13 Liability and indemnification

- 1 Unless agreed otherwise, TUSTI is solely liable for damage suffered or to be suffered by the Other Party, if and insofar as that damage is the result of TUSTI's attributable shortcoming in complying with his undertakings or an unlawful act, provided this liability is covered by its insurance company.
- 2 Should TUSTI be liable in an event, such as referred to in paragraph 1 of this point, and the insurance company of TUSTI does not pay the claim or it becomes apparent the claim is not covered, TUSTI is liable for damage to a maximum of EUR 50,000 per concluded Agreement.



- 3 TUSTI is never liable for trading losses, consequential or other indirect damage suffered or to be suffered by the Other Party, including loss of profit or missed savings, except and insofar as the damage is attributable to gross negligence or intent.
- 4 Should TUSTI be held liable by the Other Party, only the legal entity of TUSTI that made the Request can be held liable or the legal entity with which the Other Party concluded an Agreement. Insofar as possible, the Other Party shall insure itself against any damage that may be suffered by TUSTI as a result of the Other Party's failure to comply with its obligations or an unlawful act. Of its own accord the Other Party offers TUSTI access to the relevant insurance policies, immediately upon entering into the Agreement.
- 5 The Other Party is fully liable in respect of TUSTI for all direct or indirect damage, including trading losses, caused to TUSTI, TUSTI personnel, third parties or property of TUSTI or its personnel, which damage was caused by the Other Party, its personnel, a third party engaged by the Other Party and/or plant and equipment it used.
- 6 Insurance by the Other Party shall neither limit the Other Party's liability nor render TUSTI jointly liable.
- 7 The Other Party indemnifies TUSTI, its employees and other legal entities or natural persons engaged by TUSTI against all claims by third parties for damage resulting from Agreements and/or breach of statutory requirements, unless the damage is due to gross negligence or intent on the part of TUSTI, its employees and other legal entities or natural persons engaged by TUSTI.

14 Confidentiality

- 1 The Other Party and its personnel and third parties it engaged shall maintain confidentiality in respect of anything they have taken cognisance of, either directly or indirectly, from or about TUSTI and that has been designated as confidential or of which confidentiality should reasonably have been recognised. This obligation does not apply to information that (in this case the burden of proof rests with the Other Party):
 - a. was already known to the Other Party, unless this was provided under a duty of confidentiality;
 - b. was collected lawfully by the receiving party and independently of the issuing party;
 - c. must be disclosed on the basis of a court order;
 - d. the parties agreed on in writing that it does not fall within the scope of the duty of confidentiality;
 - e. is already in the public domain.
- 2 The Other Party shall never use Goods and/or Services that were developed jointly with TUSTI for the benefit of third parties, without written permission from TUSTI.
- 3 Without prior written permission from TUSTI, the Other Party may not publicise the performance of the Agreement in any way.
- 4 In the event of breaching the duty of confidentiality, the Other Party is liable to TUSTI for a fine of Euro 25,000 per event. TUSTI is also entitled to compensation from the Other Party for damages it suffered.

15 Ownership rights

- 1 The Other Party shall refrain from breaching TUSTI's intellectual and industrial property rights or any other rights.
- 2 All rights regarding the Services and Goods, including materials and parts, which TUSTI made available for the benefit of implementing the Agreement shall remain with TUSTI.
- 3 The Other Party presents all advice, proposed implementation methods, designs, calculations, drawings, descriptions, sketches et cetera, in whichever form to TUSTI and simultaneously transfers any other copyrights or other industrial and intellectual property rights to TUSTI free of charge.
- 4 The Other Party guarantees that use, including resale, of Services, Goods or auxiliary materials does not constitute breach of the industrial and intellectual property rights of third parties.



16 Subcontracting

- 1 The Other Party is responsible for subcontractors and third parties engaged by the Other Party as if for its own actions or omissions. The Other Party guarantees that TUSTI can exercise its powers by virtue of this Agreement directly towards the subcontractor and/or third party, without prejudice to TUSTI's right to claim compliance from the Other Party. TUSTI is never responsible for damage caused by subcontractors or third parties engaged by subcontractors.
- 2 The Other Party is bound to ensure that subcontractors or third parties it engaged take cognisance of these Standard Terms of Delivery and Sales and the corresponding regulations.
- 3 TUSTI is authorised at all times to engage third parties for the performance of works, provision of Services or the Delivery of Goods. Third parties are responsible for their own actions and omissions.

17 Acquisition

- 1 TUSTI is authorised at all times to transfer its legal relationship from the Agreement to a third party, for which the Other Party grants its consent herewith.
- 2 Without explicit written permission from TUSTI, the Other Party is not permitted to transfer its debts to TUSTI, its claims on TUSTI or its legal relationship with TUSTI to a third party. That permission may be subject to reasonable conditions.
- 3 Without explicit written permission from TUSTI, the Other Party is not permitted to transfer control over or the shares in his company to a third party. This permission shall not be withheld unreasonably.

18 Personnel

- 1 The Other Party shall ensure that his personnel, insourced or otherwise, used to implement the Agreement complies with all the requirements imposed by TUSTI or in absence thereof with the general requirements of professional competence and expertise. TUSTI is authorised to require personnel to be replaced if, in its reasonable opinion, it does not comply with the imposed requirements.
- 2 The Other Party and his deployed personnel are responsible and liable for complying with statutory obligations, such as set out in, but not limited to:
 - a. The Working Conditions Act and all resulting and/or corresponding decrees;
 - b. The AI sheets of the Health and Safety Inspectorate;
- 3 The Other Party shall ensure that the permits required in connection with implementing the Agreement pertain to the Employees it deploys. In time before commencement of the works, the Other Party provides a copy of the necessary permits for those involved and their possible substitutes to TUSTI of its own accord.
- 4 If the other party attributable fails to comply with the above, it is fully liable in this article for any damage suffered as a result TUSTI thereof. The other party indemnifies TUSTI for any and all claims of third parties.
- 5 If the so-called Chain liability Act (Wet Ketenaansprakelijkheid) is applicable on the Agreement, the other party must fulfill all the obligations under this law.



19 Conversion

If any provisions of these Standard Terms and Conditions are void or voidable, this does not affect the validity of the other conditions. The parties are deemed to agree a lawful provision that approximates the void or voidable provisions as closely as possible in terms of content and tenor.

20 Translation

These Standard Terms of Delivery and Sales were prepared in the Dutch language and were translated into the English language. In the event of lack of clarity and differences in interpretation and/or explanation the Dutch text is decisive at all times.

21 Amendment

- 1 These Standard Terms of Delivery and Sales are filed at the office of the Chamber of Commerce Chamber of Commerce in Eindhoven under number 62918923.
- 2 TUSTI is authorized to change these Standard Terms. By TUSTI amended Terms to the Other Party shall apply from 30 days after the other party has been informed by TUSTI of the change, unless the other party objects to the amendment. Other party is then entitled to terminate the Agreement at the time the amended Terms of Delivery and Sales values would apply to the Agreement, but only if the modification of the Terms would entail a considerable increase in the obligations of the Other Party.
- 3 Delivery and sales values are shown on the website www.tusti.nl.

22 Disputes

- 1 Any disputes that result from the legal relationship between the Parties shall be assessed on the basis of Dutch law.
- 2 The Vienna Sales Convention is excluded explicitly.
- 3 Unless agreed otherwise in an Agreement, any disputes shall be put exclusively to the competent court in the Limburg District, unless the sub-district court in the domicile of the defendant is absolutely and relatively competent to take cognisance of the dispute.



Part B: Delivery or Sales of Waste or Goods of the Other Party to TUSTI

The following Part B of the General Terms of Delivery and Sales applies to the Delivery or Sale of Waste or Goods of the other party to TUSTI. Part A of these Terms remains in full force.

1 Supply and Treatment / processing

- 1 The Other Party can offer Waste to a processing location TUSTI with the consent of TUSTI.
- 2 The Other party is obliged to and warrants prior to transport and delivery - also at any time upon request of TUSTI - a clear written description of the nature, origin, properties, composition as well as the hazard classes of the Waste to TUSTI to provide. If the nature, the properties or composition of the Waste changes, the party is obliged to notify TUSTI immediately at their own initiative.
- 3 The Other Party declares that the description of the offered Waste or goods is correct, accurate and complete, and complies to the (correct, accurate and complete) labeling of the Waste or Goods on the means of transport and accompanying documents.
- 4 TUSTI may Treat or proces the Waste alternatively at any time or remove to an alternate (processing) location for Treatment / processing.
- 5 The Other Party declares to comply at all times with the general rules of order and cleanliness processing location TUSTI, and the indications of the staff present there TUSTI.
- 6 The Other Party warrants that it complies with all regulations and has all the permits to offer the waste to TUSTI. Should the other party provided false information to TUSTI, TUSTI has the right to deposit the resulting (image) damage to the other party.
- 7 Unless otherwise agreed, the loading, transport and unloading of the waste at the expense and risk of the other party.

2 Acceptance

- 1 The delivered Waste or Goods must comply to:
 - a. what has been agreed between the Parties
 - b. the requirements to waste by the current (environmental) legislation.
- 2 TUSTI has the right at all times to refuse Waste or Goods if offered Waste or Goods does not meet the previously reported specifications satisfactorily, solely to be assessed by TUSTI.
- 3 Upon refusal, the Other Party is obliged to arrange for proper disposal of the Waste or Goods from the site of TUSTI. Other party shall bear all costs associated with this.
- 4 Unless otherwise agreed, the ownership and risk of the Waste or Goods at the moment on TUSTI that the waste is accepted by him.
- 5 Unless otherwise agreed upon, notwithstanding the provisions of paragraph 3 of this point, no transfer of ownership and risk occurs for temporary storage of the waste.
- 6 TUSTI is at all times entitled to charge additional fees to the other party which he has incurred in connection with the Delivery of Wastes that do not meet the relevant requirements.

3 Stagnation

Unless otherwise agreed, the Parties will consult in the event there is a stagnation in the acceptance of Waste by TUSTI for 30 consecutive days. If parties jointly come to the conclusion that the Agreement should be terminated, then the other party is not entitled to compensation.



Part C: Delivery or Sales of Waste or Goods of TUSTI to the Other Party

Following Part C of the General Terms of Delivery and Sales applies to Delivery or Sale of Waste or Goods of TUSTI to the Other Party. Part A of these Terms remains in full force.

1 Delivery

- 1 TUSTI supplies Waste or Goods to the Other Party at the request of the Other Party.
- 2 Unless otherwise agreed, the Other Party is obliged to accept the Delivery of Waste or Goods at TUSTI on the agreed date.
- 3 TUSTI notifies the Other Party without delay if circumstances arise whereby exceeding the agreed delivery times can be expected. The agreed delivery dates are not fatal to TUSTI.
- 4 The Other Party acknowledges that it has all the information required to Treat or Process the Waste or Goods supplied by TUSTI. The Other Party guarantees that they all information on the use and applicability of the Waste or goods supplied by TUSTI provided to its customers which it delegates Waste or goods to.
- 5 In the event that Waste or Goods are delivered on the Dutch borders TUSTI and be classified as Waste, the Waste Shipment Regulation (WSR) applies. The Parties declare to follow the obligation from this regulation, including but not restricted to properly and smoothly fulfill the notification procedure by TUSTI and the Other Party.
- 6 In the case of export of Waste, the Other Party is obliged as soon as possible but no later than within one calendar year, or earlier if the competent authority, upon receipt of the Waste, to issue a statement to TUSTI that the Waste has been processed in an environmentally sound manner.

2 Property and risk transfer

- 1 Unless otherwise agreed, ownership and risk of the Waste or Goods of TUSTI are transferred to the other party at the time they leave the premises of TUSTI.
- 2 The other party is authorized to reject the delivered Waste or Goods, but only when the Waste or Goods clearly and unambiguously do not comply to the specifications supplied by TUSTI. When the parties have not agreed upon a term, refusal should occur immediately, but at least within 5 working days after Delivery. In case of refusal, the Other Party is obliged to inform TUSTI immediately in writing.
- 3 Is a rejection of the opinion TUSTI valid, it will be her choice to repair the defects free of charge, take back the delivered Waste or Goods or replace the delivered Waste or Goods by equivalent Wastes or Goods which do not exhibit the defects, all within a reasonable timeframe for this to be decided by TUSTI.
- 4 Rejected Waste or Goods are sent back to TUSTI at the expense of the other party or kept under her until TUSTI indicates how to deal with the Waste or Goods. Any storage expense and risk are born by the Other Party.

