



## **General Terms and Conditions of Acceptance of Recydur BV.**

Valid from January 2008 (all foregoing exemplars are thus rendered invalid)

### **Artikel 1. Definitions**

In these Terms and Conditions of Acceptance, the following are taken to mean:

1. **Supplementary terms and conditions of acceptance**

Terms and conditions of acceptance that apply in addition to these terms and conditions for a particular waste substance. Recydur has the right to make such supplementary terms and conditions of acceptance unilaterally applicable to offers or agreements as referred to Article 2, paragraph 1, if such is necessary or deemed reasonably necessary on the basis of government measures/regulations (licences) and/or within the scope of effective business operations.

2. **Customer and disposer**

The party with whom Recydur has a purchasing/processing agreement for the treatment and/or processing of waste substances on its premises in Apeldoorn.

3. **Purchasing or processing agreement**

The agreement between the customer and Recydur for the treatment and/or processing of waste substances on its premises in Apeldoorn.

4. **Waste substances**

All products, preparations or other products that - with a view to disposal - the holder discards, intends to discard or has to discard.

5. **Hazardous waste**

Waste substances that fall within the scope of the Decree on the Indication of Hazardous Waste, as applicable at the time of delivery of the waste products to Recydur.

6. **Non-standard waste substances**

Waste substances that in view of their nature and composition need to be processed in a different manner, and that are stated in Appendix 1 to these Terms and Conditions of Acceptance, under "Non-standard waste substances".

7. **Problematic substances**

Waste substances that are released in small amounts per source and not regarded as hazardous substances, yet are or may be harmful to the production process.

8. **Recydur**

Recydur as other party to the customer and as operator of the waste processing installations and equipment on the premises at Wilmersdorf 36/38 in Apeldoorn, trading in part under the name Recydur.

9. **Recydur premises**

The premises of Recydur include the business premises located at Wilmersdorf 36/38 in Apeldoorn and all the waste processing systems found there.

10. **Transporter**

The customer/disposer, if s/he himself/herself delivers his waste substances to Recydur be treated and/or processed, or the party who performs this on behalf of customer/disposer or his forwarding agent.

**11. Delivery, delivering (waste substances)**

Unloading (waste substances) at Recydur's premises.

**Artikel 2. Applicability**

1. These Terms and Conditions of Acceptance apply to all offers or agreements (both written and verbal) concerning the delivery, delivering or supplying of waste substances to Recydur, unless otherwise agreed in writing with the customer. If provisions in such an offer or agreement deviate in full or in part from these Terms and Conditions of Acceptance, those provisions will take precedence. However, the other provisions or parts of provisions that do not deviate will remain in full force. This applies by analogy to any applicable Supplementary Terms and Conditions of Acceptance.
2. The parties agree, now for then, that any reference to general terms & conditions by the other party shall have no effect. The other party's General Terms and Conditions only come into effect if and insofar as these are accepted expressly and in writing by Recydur.

**Artikel 3. Offering waste substances**

1. All goods that the transporter delivers to Recydur's premises will be treated as waste substances, unless explicitly agreed otherwise in writing.
2. The transporter must cover the loads in such a way that none of the load can be lost during transportation.
3. The transporter must load his/her vehicle in such a way that the unloading of the waste substances at Recydur can progress as undisturbed and as quickly as possible.
4. Recydur accepts the following waste substances - with due observance of the exclusion of the substances listed in Appendix 1 - :

ICT and telecommunications materials – Eural Code 16 02 13 / 16 02 14 / 20 01 35 / 20 01 36 -, including: Mainframes, Mini computers, Printers, Personal computers, Peripheral equipment, Monitors, Laptop computers, Notebook computers, Notepad computers, Printers, Photocopiers, Electric and electronic typewriters, Pocket and desktop calculators, and other equipment used for gathering, storing, processing, presenting or communicating information, User terminals and systems, Fax machines, Telex machines, Telephones, Coin and card telephones, Cordless telephones, Mobile telephones, Answering machines, and other products or equipment for conveying sound, pictures or other information with telecommunications.

Electric and electronic equipment – Eural Code 16 02 35 / 16 02 36 / 20 01 35 / 20 01 36 -, including: Vacuum cleaners, Mechanical carpet sweepers, Other cleaning equipment, Machines for sewing, knitting and weaving and other types of textile processing, Irons and other machines for ironing and mangling and other maintenance of clothing, Toasters, Deep fat fryers, Coffee grinding machines, Coffee machines and machines for opening or making airtight receptacles or packaging, Electric knives, Clippers, hairdryers, electric toothbrushes, shaving machines, massage and other personal hygiene machines, Clocks, other time pieces and machines for measuring, indicating or registering time, Scales, Electric hobs, hot plates, Microwaves, Electric heating devices, Electric radiators, Electric ventilators, Air conditioners, Other ventilation, extraction and air-conditioning devices, Radio receivers, Televisions, Video camera's, Video recorders, Hi-fi recorders, Amplifiers, Musical instruments, and other products and devices for recording or displaying sound or images, including signals or technology for transmitting images and sound other than via telecommunications, Light fittings, Drills, Saws, Sewing machines, Equipment for turning, milling, sanding, grinding, sawing, cutting, shearing, drilling, making holes, punching, folding, bending or similar processing of wood, metal and other materials, Equipment for riveting, nailing or screwing, or removing rivets, nails and screws, or like usage, Tools for welding, soldering or like usage, Equipment for the atomisation, distribution, dispersal or any other treatment of liquids or gasses, Equipment for lawn mowing and other garden work, Electric model trains and racetracks, Handheld consoles for video games, Video games, Bicycle computers,

diving computers, running computers, rowing computers and the like, Sports equipment with electrical or electronic parts, Gaming machines, Radio-therapy equipment, Cardiological equipment, Dialysis equipment, Respirators, Laboratory equipment, Analysis equipment, Equipment for fertility tests, Other devices for the diagnosis, prevention, tracking, treatment and alleviation of illnesses, injuries or handicaps, Smoke detectors, Heating controls, Thermostats, Measuring, weighing and calibration devices for households or laboratories, Other measuring or calibration equipment for industrial systems (e.g. In control panels), Hot drinks machines, Machines for hot/cold bottles/cans, Machines for solid foodstuffs, Cash machines, All machines for all kinds of products, Washing machines, Driers, Washing-up machines, Cooking appliances, Electrical cookers, Electrical hobs, Microwave ovens, Electrical heating equipment, Radiators, Fans.

Electrical and electronic equipment – Eural Code 16 02 11 / 20 01 23 - , including:

Air conditioners, Deep freezers, Refrigerators and Other cooling equipment.

(Removed) Parts of Electrical and electronic equipment / ICT and telecommunications materials - EURAL Code 16 02 16 - , including:

Cables, Metal parts, Motors, Plastics, Printed circuit boards, Transformers.

Metals - EURAL code 17 04 01 through 17 04 07 / 20 01 40 - , including:

Aluminium, Iron, Copper, Steel and Mixed batches.

Plastic Cables – EURAL code 17 04 11 - .

Plastic shredder material or shredder material containing plastic from the processing of scrapped vehicles - EURAL Code 16 01 19 / 16 01 99 -

5. The waste substances referred to under 4 are all considered to be waste substances with a low handling risk.

#### **Artikel 4. Acceptance, Inspection and Refusal**

##### **Acceptance**

1. Recydur may refuse any waste substance or (batch of) waste substances
  - I. which it may not accept for treatment or processing by virtue of the environment permits and regulations issued for the waste treatment and/or processing companies or systems at the site in Apeldoorn
  - II. which does not correspond, in full or in part, to that agreed between Recydur and the customer in the purchasing agreement,
  - III. which is/are a problematic substance/problematic substances,
  - IV. the composition of which is unknown,
  - V. which is/are offered by or on behalf of a party with whom Recydur does not have a purchasing agreement, or
  - VI. which can cause harm to persons and systems on the Recydur site.
2. The customer declares that it is aware that it is impossible for Recydur itself to inspect the waste substances delivered by or on behalf of the customer in all cases for compliance with that stated in paragraph 1, and that waste substances delivered that could have been refused by Recydur by virtue of paragraph 1, can cause great harm to persons or systems on the Recydur site.
3. In the event that Recydur considers such desirable, the customer will, at its own expense and upon Recydur's request, submit an analysis report on the waste substances prior to their delivery, drawn up by an independent, accredited laboratory.
4. Waste substances must be submitted in bulk containers, on pallets (by a wagon with mechanical sheeting), or separately. The delivery method will be specified contractually in advance. Deviations from this method may result in refusal of the waste substances.

**Inspection and Refusal**

5. The customer must inspect the composition of the waste substances it will offer to Recydur prior to their delivery for conformity with that agreed between Recydur and the customer in the purchasing agreement. In the event that the customer is not able to supply proof of this conformity, it will be considered by both parties that - unless the customer can prove otherwise - these have been waste substances not in accordance with the purchasing agreement, and it is further agreed by both parties that, if Recydur incurs any damages during the treatment or processing of waste substances, in relation to which it can be assumed that these contain waste substances from the customer, the waste substances from the customer have caused these damages, and the customer is liable for these damages.
6. The customer guarantees to Recydur that the waste substances delivered to the Recydur site by or on behalf of the customer are in accordance with the purchasing agreement. Recydur may inspect the waste substances delivered to the Recydur site by or on behalf of the customer before, during or after their submission, in relation to their composition. This inspection may include taking samples and analysis. The customer is free to attend such inspections or to be represented at these and to have its own samples taken/analyses made. In the event that the customer (or its representative) is not present at these inspections, or there are no customer samples/analyses, the findings of Recydur will be binding. The parameters applied in this inspection comprise the composition and nature of the waste substance submitted, the presence of irregular waste substances and/or problematic substances, and other non-complying substances. This inspection will usually be a visual inspection, unless more in-depth analysis is required. In the event that this inspection reveals that the composition of the waste substances deviates from the customer's statement, or that these contain substances that may not be submitted by virtue of the purchasing agreement with the customer or by virtue of these conditions of acceptance and/or supplementary conditions of acceptance, the cost of the inspection will be at the customer's expense. The customer may derive no rights vis-à-vis Recydur from the performance of or compliance with an inspection.
7. In the event that waste substances could be refused by Recydur in accordance with paragraph 1 of this article, but Recydur nevertheless, on practical grounds, decides to accept these waste substances, Recydur will inform the customer of this within a period of fourteen days of the date on which the waste substances in question were offered by the transporter at the Recydur site. Any additional costs, such as handling fees and the cost of treatment and/or processing, whether by a third party or not, are at the customer's expense. An invoice for these additional costs will be sent to the customer.
8. The waste substances submitted to Recydur will become the property of Recydur only following acceptance, and therefore remain the property of the customer until such acceptance has taken place. The waste substances will be considered to have been accepted if Recydur allows the periods within which it may exercise its authority to refuse the waste substances in accordance with that stipulated in paragraphs 1 and 9 of this article, to lapse without exercising this authority.
9. The customer or transporter will be informed of refusal as referred to in paragraph 1 verbally upon the (intended) delivery at the Recydur site, and if possible confirmed at that time in writing, and in any event the customer will be informed in writing within fourteen days of the date on which the waste substances/substances in question were submitted to Recydur. Recydur may also refuse waste substances after this period, if (I) it has informed the customer in writing within this period that, in view of the quantity of waste substances submitted and/or the lack of analysis certificates, it needs more time for the acceptance, in which case Recydur will inform the customer of such a refusal, no later than one week following this notification; if (II) it transpires that the customer or transporter has issued incorrect information to Recydur concerning the composition of such waste substances, of which refusal the customer will be notified within fourteen days of the date on which Recydur became aware of the incorrect information, or if (III) Recydur has a sample analysed in accordance with that stipulated in paragraph 4 of this article and Recydur refuses the waste substances on the grounds of the analysis results by virtue of that stipulated in paragraph 1, of which refusal the customer will be notified within fourteen days of the date on which the analysis results were made known to Recydur.
10. Following refusal of the waste substances, the customer or transporter must, upon Recydur's request, immediately remove the refused waste substances from the Recydur site, at its own risk and expense, or, if the refusal takes place after the transporter has left the Recydur site, remove or have these

removed within two working days of the refusal being sent. In the event that the customer or transporter fails to comply with the obligation to remove contained in this paragraph, Recydur is entitled, at the customer's expense, and at Recydur's discretion and in accordance with the applicable regulations, to return the waste substances to the customer or have these returned, or have them removed by a third party.

11. The customer is obliged to consult with Recydur in advance on the introduction of measures that may influence the composition of the waste substances.

#### **Artikel 5. Access to the waste processing plant**

The customer and the transporter may offer waste substances to Recydur on working days only, Mondays to Fridays from 8 a.m. to 4 p.m., unless other days or times have been agreed with the customer or transporter.

#### **Artikel 6. Conditions within the waste processing plant**

1. The transporter's trucks will be weighed on a calibrated weighbridge upon entering and leaving the Recydur site. The amount of waste substances thus ascertained is binding between Recydur and the customer. The weight ticket is then given to the transporter, unless the customer has stated that it wishes to receive this in another way. Recydur will inform the customer and/or transporter in the event that another procedure applies by virtue of the applicable Provincial Environmental Ordinance.
2. The customer guarantees to Recydur and will ensure that, when entering the Recydur site, the customer himself/herself, the transporter brought in by him/her or his/her forwarding agent, the driver and his driver's mate(s) and passengers (whether employed by or acting on behalf of the customer or not), will comply with the obligations stated in Article 6. The customer will ensure that the (legal) persons referred to in the previous sentence are informed of the obligations stated in Article 6.
3. Recydur will make every effort to ensure that the waste substances delivered by truck are unloaded as quickly and uninterruptedly as possible following their arrival.
4. The transporter and his personnel must comply with the applicable safety rules and codes of conduct, whereby the transporter is also responsible and liable vis-à-vis Recydur for compliance by any driver's mate(s) and passengers, whether employed by or working on behalf of the transporter or not, taken onto the Recydur site by the driver brought in by the transporter, with the applicable safety rules and codes of conduct.
5. Instructions given by Recydur personnel, as well as those displayed on traffic or other signs, either in the form of text or pictogrammes, at the Recydur site, must be strictly observed.
6. Behaviour by persons present at the Recydur site (as defined) which may cause danger, damage or nuisance, or may hinder the proper operation of the waste processing at the Recydur site, is prohibited.
7. Waste substances must be unloaded at the correct place, indicated either by signs or by Recydur personnel.
8. All persons on the site must behave in such a way that the risk of accidents and damage, of any nature whatsoever, to themselves, others and the systems on the Recydur site, is kept to the minimum.
9. The Road Traffic Act [Dutch: *Wegenverkeerswet*] and the legal regulations ensuing therefrom must be observed on the Recydur site.
10. The containers may only be swapped at the designated places.
11. Nothing may be removed from the waste substances at and/or taken away from the Recydur site.
12. The sheets/nets may not be removed before the load has arrived at the unloading place.

13. The unloading place must be left in a tidy state.
14. Immediately following unloading, any waste hanging from the vehicles must be removed. No residual waste substances may be allowed to blow out of the trailer body while driving.

**Artikel 7. Liability**

1. The customer and the transporter enter the Recydur site at their own risk. Recydur is not liable vis-à-vis them for death, physical injury, damage, loss, fines, costs or other harm suffered during or as a result of presence at the Recydur site.
2. The customer is liable vis-à-vis Recydur for death, physical injury, damage to the Recydur site (see the definition), fines, costs or other harm suffered by either Recydur and/or its personnel and/or third parties for whom Recydur is responsible, arising from waste substances submitted to Recydur by or on behalf of the customer at the Recydur site.
3. The customer is liable vis-à-vis Recydur for failure to comply with the obligations contained in Article 6 by its personnel, the transporter or driver brought in by the customer or his/her forwarding agent, as well as any driver's mate(s) and passengers of the driver, whether acting as employees of or on behalf of the customer or not.
4. The customer is liable vis-à-vis Recydur for death, physical injury, damage, loss, fines, costs and other harm incurred by Recydur and/or its personnel and/or third parties for whom it is responsible, arising through actions or failure to act, including actions or failure to act in relation to the good it uses on the Recydur site, whether contrary to the obligations laid down in Article 6 or not, by drivers or other persons acting as employees of or on behalf of the customer, as well as passengers and/or driver's mate(s) of these drivers, as well as any transporter and forwarding agent brought in by the customer.
5. The customer indemnifies Recydur against and will compensate Recydur for all losses and costs it incurs, including the cost of legal representation, connected to or arising from any claim, howsoever called and in any form whatsoever, by third parties, including any (government) body, in relation to or ensuing from the waste substances delivered to the Recydur site by or on behalf of the customer and/or in connection with or ensuing from the presence and/or actions or failure to act of the persons referred to in paragraph 2 of this article at the Recydur site.
6. Recydur will under no circumstances be liable for any damages whatsoever, arising from delays in the submission of waste substances to the Recydur site.

**Artikel 8. Refusal**

Recydur is entitled at all times to refuse the customer, the transporter, the driver and his/her passengers and driver's mate(s) access to the Recydur site, or any part thereof, for a limited or indefinite period, and/or to remove or have them removed from the Recydur site or a part thereof. Written notification will be made of any such refusal.

**Artikel 9. Processing**

Recydur guarantees environmentally responsible processing, taking account of all legal regulations. Recydur has ISO 9.001 and ISO 14.001 certification.

**Artikel 10. Other provisions**

1. The customer will inform the transporter or its personnel of the content of these Conditions of Acceptance. The customer guarantees to Recydur that the transporter and/or its personnel is/are in agreement with these Conditions of Acceptance, or at least with the relevant stipulations, and will act in accordance with these stipulations.

2. Complaints resulting from the implementation of these Conditions of Acceptance may be submitted to the management of Recydur.
3. All disputes arising from these Conditions of Acceptance will be submitted to the competent court in Arnhem, unless another court or (arbitration) body is declared absolutely competent in the purchasing/processing agreement between Recydur and the customer. In this case, that court or body will also be competent to hear the abovementioned disputes.
4. In cases arising, the customer, disposer or transporter will, upon request, sign a statement of agreement with the applicability of these Conditions of Acceptance and, if applicable, the Supplementary Conditions of Acceptance, and with the content thereof.
5. (Interim) amendments to these Conditions of Acceptance and/or the Supplementary Conditions of Acceptance will be made known promptly to the customer and/or transporter. In the event that such amendments result in hindrances or damages being incurred, the customer and/or transporter will immediately contact Recydur to find a solution in consultation.
6. Recydur on the one hand and the customer and/or the transporter on the other will inform one another immediately of delays and deviations that (may) occur in the normal and usual delivery/acceptance of waste substances.

**Appendix 1: Non-exhaustive list of prohibited waste substances, non-standard waste substances and problematic substances.****General**

- The waste substances offered must be free from problematic substances.

**Prohibited substances**

It is not permitted to offer waste substances that are covered by the:

- Pesticides Act (Dutch: BMW)
- Rendering Act
- Nuclear Energy Act

In addition, it is not permitted to offer (waste) substances such as:

- explosive substances
- car wrecks
- specific hospital waste
- non-firm waste substances
- manure and faeces
- burning/smouldering waste
- particulate/powder loads
- waste substances that Recydur may not accept by virtue of the valid environmental permits and regulations.

**Non-standard waste substances**

It is not permitted to offer the following non-standard waste substances, either in combination with standard waste substances or not:

- silt and sludge and suchlike
- polluted soil
- moulding sand
- construction and demolition waste containing asbestos
- exhausted filter compost
- steel grit
- ships' waste
- filtration gravel
- malodourous loads
- batches of thread, foil and other substances that are difficult to control

**Problematic substances**

The following waste substances, among others, are considered to be problematic substances, and are not accepted by Recydur:

- substances with an unclear/unknown composition
- laboratory waste
- oil and fat residue, not animal or vegetable
- oil filters
- coolant
- brake fluid
- paint residue, not hardened
- ink remnants (not being ink cartridges in/from electrical devices)
- glue and resin waste
- spray cans
- spray filters
- sealant cartridges containing sealant remnants
- asbestos or substances containing asbestos (not being electrical devices)
- fixative and developer
- medicines
- cosmetics
- thinners
- pesticides