

## GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY JANSEN RECYCLING B.V. versie oktober 2024

### 1. DEFINITIONS

- In these General Terms and Conditions, the following terms have the following meanings:
- Acceptance: the observation, no later than at the Processing Facility, that both the nature, characteristics and composition of the offered Waste itself and the manner in which it has been offered comply with the Agreement, the information provided by the Customer in this respect and/or the applicable statutory regulations and/or provisions;
  - Agreement: any agreement between Jansen Recycling and the Customer;
  - Collection Unit: all means such as containers, drums, pallets, vehicles, etc. intended for the collection, temporary storage, transport and/or disposal of Waste;
  - Customer: any natural or legal person who enters into an Agreement with Jansen Recycling;
  - General Terms and Conditions: this set of General Terms and Conditions;
  - Jansen Recycling: the private company with limited liability Jansen Recycling B.V., established in (5991 NL), Son en Breugel (the Netherlands), at the Kanaalwijk Zuid 24, registered with the Chamber of Commerce under number 17046778;
  - Processing Facility: the facility in which Waste is made suitable for reuse and/or recovery and/or is disposed of or where Waste is stored or transferred;
  - Waste: all substances, preparations or other products, including hazardous substances, offered or intended for that purpose to Jansen Recycling within the framework of the performance of an Agreement concluded between the Customer or the making of an offer to that effect, of which the Customer disposes or intends to dispose - with a view to the disposal thereof;
  - written: in writing or electronically;

### 2. APPLICABILITY

- These General Terms and Conditions apply to all quotations made by Jansen Recycling, to all offers made by Jansen Recycling, to all agreements resulting from them of any kind and regardless of their denomination.
- In case of conflict between the Agreement and these General Terms and Conditions, the agreements in the Agreement will prevail.
- Deviations from and additions to the Agreement and/or the General Terms and Conditions will only apply if agreed in writing between Jansen Recycling and the Customer.
- The applicability of general terms and conditions used by the Customer is hereby expressly rejected, even in the event of any previous reference to or application of the Customer's own terms and conditions.
- Jansen Recycling reserves the right to amend the General Terms and Conditions at any time. These amendments will apply fourteen days after the date of announcement by Jansen Recycling to the Customer. If, for agreements already concluded, the conditions that were in force on the day that the Agreement was concluded will continue to apply.
- If any provision in the General Terms and Conditions is null and void or is voided, the remaining provisions will remain in full force and effect.

### 3. OFFERS AND/OR QUOTATIONS

- All offers, quotations, price lists, delivery times and other indications by Jansen Recycling are without obligation, unless otherwise agreed in writing. Obvious mistakes or apparent errors in the offer do not bind Jansen Recycling.
- Jansen Recycling reserves the right to revoke an offer made to the Customer up to five working days after receiving the Customer's acceptance. If Jansen Recycling makes use of this right, no agreement will be concluded.
- If the Customer provides Jansen Recycling with information (including samples) for the purposes of the Agreement, Jansen Recycling may assume that this information is accurate and complete. Any inaccuracies in the information (including samples) provided by the Customer to Jansen Recycling are at the risk and expense of the Customer.
- Jansen Recycling is always entitled to change the specifications as indicated in its offers and/or quotations.

### 4. CONTRACTUAL FORMATION

- An agreement between Jansen Recycling and the Customer is deemed concluded at the moment Jansen Recycling either confirms the Customer's order in writing or commences performance of the agreement.
- As far as the content of the Agreement between the Parties is concerned, only what is stated with regard to the Agreement in the offer, the confirmation of the order and in the General Terms and Conditions is decisive.
- For agreements, deliveries and orders where Jansen Recycling has not issued a written quotation or order confirmation, the invoice or delivery note sent by Jansen Recycling to the Customer shall serve as an order confirmation. This document shall be deemed to accurately and comprehensively reflect the terms of the Agreement.
- The fact that Jansen Recycling has accepted an order from the Customer in the past and/or has previously accepted Customer Waste on an incidental basis does not give the Customer any right of acceptance of Waste by Jansen Recycling in the future. A lasting relationship will therefore not be established, unless otherwise agreed upon in writing. Jansen Recycling is not obliged to give any reason for refusal in the future.

### 5. PRICES

- Prices indicated in the offers and price lists of Jansen Recycling are exclusive of VAT, additional work (as mentioned in Article 6 of the General Terms and Conditions), import and export duties, excise duties, costs related to (applying for, obtaining and/or keeping) the permits, surcharges and other taxes or levies imposed or levied in connection with the performance of the Agreement, unless explicitly stated otherwise in writing.
- Prices are based on the salaries, social security contributions, transport costs, surcharges, levies and/or taxes etc. applicable at the time of the Agreement. If these costs increase after the conclusion of the Agreement, Jansen Recycling is entitled to pass on this cost increase to the Customer. A reduction of said costs will be deducted from the agreed price. Jansen Recycling will inform the Customer of said changes at the time the changes are known to Jansen Recycling.
- If the price changes referred to in the Article 5.2 of the General Terms and Conditions cause a price increase of 30% or more compared to the original price, the Customer is entitled to terminate the Agreement in writing, free of charge, within 10 days after Jansen Recycling has notified the Customer of the price increase. After the expiry of the aforementioned period, the Customer does not (or no longer) have the right to cancel, terminate by giving notice or terminate the Agreement in any way in the event of the price changes referred to in the Article 5.2 of the General Terms and Conditions.

### 6. ADDITIONAL WORK AND CHANGES

- Additional work means all those work and/or products carried out or delivered during the performance of the Agreement which are more or different from what was originally agreed between Jansen Recycling and the Customer, including, inter alia:
  - additions and/or changes to the agreed work at the request of the Customer, which, in the opinion of Jansen Recycling, aggravate or increase that work;
  - additions and/or changes to the agreed work, because in the opinion of Jansen Recycling this is reasonably necessary for a proper and professional performance of the Agreement and/or on the basis of new or changed (government) regulations;
  - additions and/or changes to the agreed work that have become necessary as a result of non-performance by the Customer of any obligation arising from the Agreement and/or the General Terms and Conditions, such without prejudice to Jansen Recycling's other rights;
  - additional work due to Waste located next to or on - and not in - the Collection Unit when delivering or collecting the Collection Unit.
- Jansen Recycling is entitled to make unilateral changes to the Agreement, for example due to the nature, characteristics and composition of the Waste, changes in collection or processing methods or if laws and/or regulations require it. The Customer will be notified in writing by Jansen Recycling of any changes, stating any change in the price agreed in the Agreement.

### 7. COLLECTION UNITS

- All Collection Units made available by or on behalf of Jansen Recycling are and will remain its property, unless otherwise agreed in writing. If Jansen Recycling and the Customer have agreed otherwise in writing, the Collection Units will remain the property of Jansen Recycling until Jansen Recycling has received full payment of all that the Customer owes Jansen Recycling under the Agreement.
- The Collection Unit is deemed to have been made available to the Customer in a good state of repair. Any complaints in this respect must be reported in writing to Jansen Recycling no later than 3 (three) working days after the Collection Units have been made available to the Customer, failing which the Customer's rights lapse.
- During the time that the Collection Unit is made available to the Customer by Jansen Recycling, whether or not at a fee, the Collection Unit is at the risk and expense of the Customer. During this period, the Customer is liable for all damage caused to, by or with the Collection Unit. The Customer will indemnify Jansen Recycling against any third party claims for compensation for damage caused by or with the Collection Unit during that period.
- The Customer must place the Collection Unit to be transported on time on the agreed date and time (transport) ready on the public road or on an easily accessible site that is connected to the public road or at a mutually agreed location that is easily accessible free of charge for persons and material of Jansen Recycling, in such a way that the placement does not contravene any applicable laws and/or regulations and does not pose any danger to personnel of Jansen Recycling or third parties.
- The Customer is responsible for applying for and maintaining the necessary permits, exemptions and other public law approvals, consent or permission and for complying with any duty of notification for the placement of the Collection Units and the performance of the related work. The Customer will be liable for costs and fines due to (incorrect) placement of the Collection Units and will indemnify Jansen Recycling against third party claims in this respect.
- The Customer must manage the Collection Units with due care, at its own expense and risk, which includes maintaining, using, handling, loading and cleaning them carefully and

according to the agreed purpose.

- Without Jansen Recycling's prior written consent, the Customer is prohibited from relocating the Collection Units to a location other than the original delivery site or arranging for their relocation.
- Any loss of and/or damage to a Collection Unit must be reported in writing to Jansen Recycling within 24 (twenty-four) hours of the loss and/or occurrence of the damage or its discovery.
- The Customer is not allowed to sublet or otherwise make all or part of the Collection Units available to one or more third parties.
- The Collection Units may only be used for the collection and (temporary) storage of the agreed Waste.
- Upon termination of the Agreement, the Customer shall, at Jansen Recycling's first request, return the Collection Units to Jansen Recycling, ensuring they are empty, clean, in good condition, and free of charge. If the Customer fails to return the Collection Units, Jansen Recycling is entitled to retrieve them directly and may access the premises where the Collection Units are located. The Customer hereby grants prior consent for such access. Any costs incurred in this process shall be borne by the Customer.
- To the extent that in the performance of the Agreement use is made of Collection Units not owned by Jansen Recycling, but e.g. owned by the Customer or made available to Jansen Recycling by the Customer, the Customer guarantees that these Collection Units have been and remain well maintained and comply and continue to comply with the applicable laws and/or regulations and industry safety standards applicable to the Collection Units.

### 8. PAYMENT

- Payment must be made in the currency and manner indicated in Jansen Recycling's invoice and within the agreed term. Jansen Recycling is entitled to demand advance payment from the Customer.
- The Client is not entitled to suspension or stop.
- The claims of Jansen Recycling against the Customer, for whatever reason, are in any case immediately and without any notice of default or announcement - fully - due and payable in the following cases:
  - The Customer fails to comply with any obligation arising from him from any Agreement concluded with Jansen Recycling, or fails to do so on time;
  - If the Customer is declared insolvent or bankrupt or if a petition is filed for the Customer's compulsory liquidation or bankruptcy, if a suspension of payments is applied for or a suspension of payments is granted;
  - If the statutory debt restructuring scheme for natural persons is applied for or if the statutory debt restructuring scheme for natural persons is declared applicable to the Customer, or if an application is submitted to place the Customer under curatorship;
  - If any of the Customer's property is attached;
  - If the Customer dies, goes into liquidation or indicates that it will cease or has ceased its business operations;
  - Upon transfer of all or part of its business, including the contribution of the business to a business to be established or already existing, or (partial) transfer of control in the business.
- In the cases mentioned under Article 8.3 of the General Terms and Conditions, Jansen Recycling is entitled by the mere occurrence of those circumstances, without any warning or notice of default or judicial intervention being required, to either terminate/dissolve the Agreement in whole or in part (in Dutch: ontbinden) and reclaim the delivered as its property, and/or claim any amount owed by the Customer to Jansen Recycling in its entirety, all this without prejudice to Jansen Recycling's right to compensation.
- Jansen Recycling may offset all that it owes the Customer at any time under an agreement, whether or not due and payable, against what the Customer and/or companies affiliated to the Customer owe to Jansen Recycling.
- Unless otherwise agreed in writing, the Customer is obliged to pay Jansen Recycling's invoice within 30 days of the invoice date, failing which the Customer will be in default, without further notice of default being required. In the event of default, the Customer will owe default interest on (the unpaid part of) the invoice amount, if applicable including VAT, of 1% per month or part of a month, counting from the due date until the moment of payment.
- All - actual - extrajudicial and judicial (legal) costs of Jansen Recycling, arising from or due to the inaccuracy or untimely performance of the Customer's obligations, are entirely at the Customer's expense.
- Judicial costs are expressly not limited to the litigation costs to be settled, but will be borne in full by the Customer if it is (predominantly) ruled against.
- Jansen Recycling is always entitled to demand from the Customer personal security or property-law security rights, at Jansen Recycling's discretion, for the performance of its obligations and/or other claims submitted to the Customer, which is even more so if Jansen Recycling has good reason to fear that the Customer will not fulfil its payment obligations towards Jansen Recycling in time. If and as long as the Customer in that case refuses or is not able to furnish security, Jansen Recycling is entitled to suspend the performance of its obligations or to immediately terminate (the) Agreement(s), without being obliged to pay compensation.
- Jansen Recycling is entitled to assign, pledge or otherwise encumber or transfer its claims against the Customer to third parties.
- Unless otherwise expressly agreed in writing with Jansen Recycling, pursuant to the provisions of Section 6:43(2) of the Dutch Civil Code, a payment made by the Customer will first serve to reduce the oldest debts (starting with the oldest interest accrued), and then the claim (starting with the oldest claim) and finally the accrued interest.

### 9. SUSPENSION AND TERMINATION

- Jansen Recycling is entitled to suspend the performance of its obligations or to terminate (in Dutch: ontbinden) the Agreement if:
  - The Customer does not fulfil the obligations under the Agreement, in full or on time;
  - After the conclusion of the Agreement, circumstances come to the knowledge of Jansen Recycling which give good reason to fear that the Customer will not fulfil its obligations;
  - The Customer is declared insolvent or bankrupt or if a petition is filed for the Customer's compulsory liquidation or bankruptcy, if a suspension of payments is applied for or a suspension of payments is granted;
  - The Customer applies for the statutory debt restructuring scheme for natural persons or such scheme is declared applicable to the Customer, or if an application is submitted to place the Customer under curatorship;
  - any of the Customer's property is attached;
  - when concluding the Agreement, the Customer was requested to furnish security for the fulfillment of its obligations under the Agreement and this security is not furnished or is insufficient;
  - due to the delay on the part of the Customer, Jansen Recycling can no longer be required to fulfil the Agreement against the originally agreed conditions, Jansen Recycling is entitled to terminate the agreement (in Dutch: ontbinden).
  - If Jansen Recycling suspends the performance of its obligations, it retains its claims under the law and the Agreement.
- Furthermore, Jansen Recycling is authorised to terminate the Agreement (in Dutch: ontbinden) if circumstances arise of such a nature that performance of the Agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the Agreement cannot reasonably be required from Jansen Recycling.
- If Jansen Recycling proceeds to suspension or termination, it will in no way be obliged to compensate the Customer for any damage and costs caused in any way as a result.
- If the termination is imputable to the Customer, Jansen Recycling is entitled to compensation for the damage suffered by it, including costs and expenses.

### 10. COMPLAINTS

- All rights alleged by the Customer on account of failures in the performance of its obligations by Jansen Recycling, must be invoked in writing and substantiated within 14 (fourteen) days after the Customer has discovered or could reasonably have discovered the failure in the performance, failing which the Customer's rights in this respect will lapse.
- If the Customer invokes the inaccuracy of an invoice, such complaint must be submitted to Jansen Recycling in writing, stating reasons, within 14 (fourteen) days of the invoice date, failing which all rights of the Customer in this respect will lapse.
- Notices from the Customer as referred to in Articles 10.1 and 10.2 of the General Terms and Conditions do not suspend the Customer's payment obligations.

### 11. LIABILITY

- With the exception of intent or deliberate recklessness on its part, Jansen Recycling will not be liable for any damage, of whatever nature, that the Customer, its personnel or other auxiliary persons, or a third party may suffer as a result of a failure in the performance of the Agreement on the part of Jansen Recycling.
- In the event that it is determined by law that Jansen Recycling is liable for the damage referred to therein despite the provisions of Article 11.1 of the General Terms and Conditions, its liability will only be limited to the amount actually paid out by its insurance or, if no insurance coverage should exist, for whatever reason, limited to an amount of EUR 50,000.
- Not eligible for compensation are consequential or indirect damages, which are understood to include: trading loss, losses due to delay (other than statutory interest), damage due to decrease in value, loss of enjoyment, loss of profit, or incurred losses, damage to (goods of) third parties, cargo damage and personal or immaterial damage. The Customer can insure against these damages if possible.
- Jansen Recycling is also not liable for any damage resulting from the refusal of Waste by the Processing Facility. At its sole discretion, Jansen Recycling is free to (i) offer rejected Waste to another Processing Facility, whereby the additional costs associated with this may be charged to the Customer, or (ii) request the Customer to take back the Waste, to which the Customer will be obliged in that case and in which case the Customer will reimburse all costs already incurred by Jansen Recycling.
- Jansen Recycling is not liable for any damage suffered by third parties or the Customer to road surface, pavement, buildings and the like, or personal or property damage caused by a Collection Unit or its placement, unless such damage is a direct consequence of the use of

faulty equipment or incompetent handling by Jansen Recycling.

- Jansen Recycling is never liable for damage suffered by the Customer and/or by third parties as a result of the transport, within the framework of the Agreement, by or on behalf of Jansen Recycling, of Collection Units that do not belong to Jansen Recycling but which, for example, are owned by the Customer.
- If the Customer does not offer the Waste in accordance with the requirements of the Agreement, the applicable laws and/or regulations (including in connection with the transport thereof), and/or the General Terms and Conditions, the Customer is liable for any resulting (direct and indirect) damage, including fines imposed on Jansen Recycling by the competent authorities, in connection with or (indirectly) resulting from Jansen Recycling's failure to perform its obligations or prohibitions arising from the laws and/or regulations and/or the Agreement and/or the General Terms and Conditions.
- The Customer is liable for all claims of third parties for compensation of any damage suffered by these third parties, caused before, during or after the performance of the Agreement by or on behalf of the Customer, by or otherwise related to items or products originating from the Customer and/or Waste originating from the Customer.
- The Customer is liable for the damage done by the Customer to the personnel or auxiliary persons and/or the property of Jansen Recycling and/or for damage resulting from instructions given by or on behalf of Jansen Recycling to the Customer.
- Conditions limiting, excluding or establishing liability, which can be held against Jansen Recycling by third parties, can also be held against the Customer by Jansen Recycling.
- The Customer will indemnify Jansen Recycling against all claims from third parties.

### 12. FORCE MAJEURE

- A failure in the performance of its obligations cannot be attributed to Jansen Recycling if this failure is the result of force majeure.
- Force majeure on the part of Jansen Recycling will in any case be understood to mean: any circumstance independent of its will which permanently or temporarily prevents the performance of obligations to which the General Terms and Conditions apply.
- To the extent not already included in the previous description, force majeure also includes: transport ban, import ban, export ban, strike, occupation, staff absenteeism, transport delays, riots, acts of war, fire, water damage, machinery defects, disruptions in the supply of energy, government measures (including in any case import and export restrictions), sales ban, epidemic and/or pandemic (such as, for example, COVID-19), cyber terrorism or other kinds of cyber-attacks, both at Jansen Recycling and at its suppliers, as well as breach of contract by Jansen Recycling's suppliers as a result of which Jansen Recycling cannot (or can no longer) fulfil its obligations towards the Customer.
- If, in the opinion of Jansen Recycling, the force majeure is of a temporary nature, it is entitled to suspend the performance of the Agreement until the force majeure-causing circumstance no longer occurs.
- If, in the opinion of Jansen Recycling, the force majeure is of a permanent nature, or the temporary force majeure situation has lasted more than two months, the Customer is entitled to terminate the Agreement with immediate effect (in Dutch: ontbinden), but only for that part of the obligations that have not yet been fulfilled by Jansen Recycling.
- If Jansen Recycling has already partially fulfilled the agreed obligations when the force majeure situation arises, it is entitled to invoice the work done separately and in the interim, and the Customer must pay this invoice as if it were a separate transaction.
- The Parties are not entitled to compensation for damage suffered or to be suffered as a result of the force majeure, suspension or termination within the meaning of this article.

### 13. CANCELLATION

- Cancellation by the Customer of an Agreement concluded with Jansen Recycling can only take place with Jansen Recycling's written consent. If Jansen Recycling agrees to the cancellation, the Customer will immediately owe Jansen Recycling a contractual penalty of 30% of the invoice value (including VAT).

### 14. TRANSFER OF RIGHTS OR OBLIGATIONS

- The Customer cannot transfer or pledge any rights or obligations under any article of the General Terms and Conditions or the Agreement(s), except with the prior written consent of Jansen Recycling. This clause has effect under property law.

### 15. PERSONAL DATA

- The personal data of the Customer mentioned on the quotations, offers and/or the Agreement are processed by Jansen Recycling in accordance with the Dutch Personal Data Protection Act/General Data Protection Regulation. On the basis of this processing, Jansen Recycling may:
  - perform the Agreement and fulfil its obligations to the Customer;
  - provide the Customer with the best possible service;
  - provide the Customer with up-to-date product information and personalised offers in a timely manner.
- Against the processing of personal data within the meaning of the law for the purpose of direct mailing activities, any objection lodged by the Customer with Jansen Recycling will be honoured.

### 16. APPLICABLE LAW AND COMPETENT COURT

- All agreements concluded with Jansen Recycling will be governed exclusively by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is explicitly excluded.
- All possible disputes relating to Agreement(s) concluded between Jansen Recycling and the Customer, or arising from them will be submitted in first instance to the District Court of Oost-Brabant, location 's-Hertogenbosch, to the exclusion of any other judicial authority, and as far as claims in summary proceedings are concerned, to the preliminary relief judge of that court.