General Terms and Conditions

of PreZero Recycling & Recovery Netherlands B.V. and its affiliated companies

1. Definitions

In these conditions, the following terms have the following meanings:

a. Offer: a (written and/or digitally provided) proposal or quote by PreZero for the performance of Activities and/or sale, lease and/or loan of Products and/or Materials;

b. Acceptance: the determination by PreZero that the nature and composition of the Waste Materials, as well as the manner in which the Waste Materials are offered, correspond with the Client's specification/description and other instructions pertaining to the Waste Materials. Acceptance of the nature and composition expressly does not take place at a collection location of the Client, during the emptying of a container with Waste Materials in the Collection Unit and/or by taking the Waste Materials in/with the Collection Unit;

c. Buyer: the party to whom PreZero presents the Waste Materials for (further) processing;

d. Waste Materials: all substances (including value and/or raw materials), preparations or other products, hazardous waste or substances of very high concern (SVHC), offered by the Client to PreZero for the execution of the Activities or intended thereto, which the Client, with a view to the removal thereof, discards, wishes to discard or must discard;

e. Cover Letter: a data carrier that has been approved by the competent government body for use in the context of collecting or transporting Waste Materials;

f. Treatment or Processing Facility: the facility in which Waste Materials are stored or transferred, made suitable for reuse and/or useful application and/or are removed;

g. Collection Unit: a device for the collection and/or transportation of Waste Materials, including packaging materials (devices for compressing Waste Materials into bulk packages) and vehicles;

h. Materials: all materials to be used by PreZero for the Activities, such as Collection Units, irrespective of whether or not they have been brought under the control of the Client, as well as all Products that are to be or have been leased or Products to be sold by PreZero, including packaging materials, tools, vehicles, (underground) containers. Everything in the broadest sense of the word and however named or specified;

i. Client: any party to any agreement with PreZero;

j. Agreement(s): the agreement(s) for the provision of services and/or the agreement(s) for the sale, lease and/or loan of Products or Materials, as well as any other agreement(s) between PreZero and the Client, including these General Terms and Conditions, irrespective of whether it was concluded, signed and/or stored digitally or in writing;

k. Parties: PreZero and the Client;

l. Products: all products sold or to be sold by PreZero, in the broadest sense of the word and irrespective of the manner in which they have been named or specified;

m. PreZero: PreZero Recycling & Recovery Netherlands B.V. and/or (one of) its group companies and/or subsidiaries, i.e. those who conclude the Agreement with the Client, under which Activities are carried out for and/or Products and/or Materials are delivered to the Client;

n. Activities: the service and other activities that PreZero performs under the Agreement or arranges for the performance thereof in the Netherlands, with the exception of the Frisian Islands;

o. SVHC: a substance is a substance of very high concern if it meets the criteria for SVHC. The National Institute of Public Health and Environmental Protection (RIVM) maintains a list of the substances which meet these criteria.

2. General

2.1 These General Terms and Conditions are applicable to all Offers, Activities, deliveries of Products and/or Materials and Agreements of and with PreZero.

2.2 Stipulations that derogate from these terms and conditions may only be invoked by the Client if and insofar as they have been explicitly accepted by PreZero in writing. Agreed derogations are not applicable to subsequent agreements, unless otherwise agreed in writing.

2.3 The application of the general terms and conditions of the Client, however described, is excluded unless otherwise agreed by the Parties in the Agreement.

3. Offers and the formation of agreements

3.1 An Agreement is formed by means of acceptance by the Client of an Offer from PreZero, after PreZero having confirmed an instruction to the Client in writing or digitally (e.g. by means of email, an application or (online) ordering program), or after PreZero making it known to have accepted an instruction from the Client by commencing the performance of the Agreement.

3.2 Offers made by PreZero are without obligation. The Client cannot derive any rights from an Offer, unless explicitly stated otherwise (in writing), e.g. by stating a term of validity. The term of validity of the Offer is a maximum of 30 days unless stated otherwise in the Offer. PreZero may revoke any term of validity included in an Offer.

3.3 If applicable, Offers by PreZero are always based on the (primary) specification/description of the Waste Materials or Activities provided by the Client, as referred to in/from article 7.7, and/or on the results of the analysis referred to in paragraph 4 below.

3.4 PreZero can request samples of the Waste Materials to analyse these (or have this done) before making an Offer. The costs associated with this analysis will be at the expense of the Client, unless otherwise agreed by the Parties in writing. PreZero must provide the Client with a cost specification and/or additional, relevant provisions in advance. The analysis takes place after approval from the Client regarding the cost specification and/or additional provisions has been obtained.

3.5 Measures, weights, forms, quality standards, illustrations, calculations, designs, sketches and other data contained in catalogues, brochures, pictures, diagrams and suchlike are only binding for PreZero if this has been explicitly agreed upon in writing. Derogations from this data are not imputable to PreZero.

3.6 When issuing an instruction, accepting an Offer and/or concluding/signing an Agreement and further correspondence in this respect, the Client is represented by one or more persons who are authorised to sign. The Client cannot invoke this/these person(s) not having the authority to sign.

3.7 If the Client has notified PreZero in writing that the Client requires a Purchase Order number ('PO number') to be used as reference on the invoice of PreZero per instruction/year/project, etc., the Client must provide PreZero simultaneously with the order confirmation, in a timely manner, and, in case of yearly and/or project order numbers, the relevant PO number in writing. Failure to promptly provide a PO number is and remains at the risk of the Client. PreZero may postpone the provision of the service until the Client has provided a PO number. If the Client fails to promptly provide a yearly and/or project PO number, PreZero does not have to rectify its invoice and the Client's obligation to pay is not suspended. Insofar as the Client provides a PO number on the basis of pro forma invoices, this does not constitute a reason for a delay or correction of the invoice for the service provided. If the Client failed to issue the yearly and/or project PO number promptly and requests a new invoice with a PO number, PreZero may charge (administration) costs.

3.8 For an Agreement or an accepted Offer with a start date for the execution of the Activities on a date from/after 3 months after the signing of the Agreement, the provisions in these General Terms and Conditions already apply at the time the Agreement was entered into or the Offer was accepted, such as determined in articles 4.4, 4.5, 6.1 and/or 16.4. For the determination of each term of the Agreement as regards the performance, the date of the commencement of the execution of the Activities is deemed to be the reference date.

4. Price

4.1 All prices are in euros, exclusive of turnover tax and other costs, such as due to contract additions, other costs stated in the agreement such as transport costs, environmental surcharge and/or costs, such as levies imposed by government and/or taxes.

4.2 PreZero is entitled to charge the Client separately for costs relating to applying for, obtaining and maintaining permits and rights that are required for making the Materials available and performing the Agreement, including municipal taxes, advertising taxes, forfeited penalties and other costs.

4.3 If, at the request of the Client, or if PreZero is otherwise compelled, the normal working hours of PreZero have to be changed, PreZero may charge these additional costs to the Client separately.

4.4 PreZero is entitled to modify its prices and rates periodically, but in any case on the first of January of every year due to rises in purchase prices, treatment and processing, transport, wage and energy costs for example. Increases in price, costs and/or other increases due to circumstances, e.g. from levies and/or taxes imposed by the government or other measures, as well as cost increases, and/or adverse effects for PreZero on account of changes in rates for reusable substances obtained from the Waste Materials, changes as referred to in article 6.1, arisen after an Offer has been made or after the Agreement has been formed, are always for the Client and will be charged on to the Client immediately and in full from the moment that they are applicable.

4.5 Invoicing by PreZero takes place via (a) digitally submitted invoice/invoices to the Client. The Client is always responsible for an accurate and prompt provision of a correct email address to PreZero. If this is absent, PreZero will send a hardcopy invoice to the Client.

4.6 PreZero may charge a fee for sending a hardcopy version of an invoice or invoices. This charge will be stated on the invoice and may be amended (in the interim) by PreZero on the basis of changes in costs.

5. Payment and security

5.1 Payment must be effected in the manner stated in the Agreement and must be made within fifteen days of the invoice date, without the Client being entitled to any discount, set-off or suspension, unless otherwise agreed by the Parties. Any objections to invoices must be received by PreZero (in writing or digitally) within seven working days from the invoice date. The objections submitted in this manner will be handled by PreZero but do not suspend the Client's obligation to pay.

5.2 PreZero may demand full or partial payment in advance or in cash. In addition, PreZero may demand alternative security before it proceeds with the further performance of the Agreement.

5.3 The Client waives any right to setting off mutually owed amounts.

5.4 In the event of overdue payment, the Client is in default by the expiry of the payment term, therefore without any demand for payment or notice of default being required. The Client will owe the immediately due and payable statutory interest on the overdue amount, as well as a 2% late payment surcharge, without prejudice to any other rights accruing to PreZero regarding compensation for loss in connection with the default. In that case, all remaining amounts owed by the Client to PreZero will become immediately due and payable, and the default will also be effective in respect of those amounts owed without a notice of default. In that event, PreZero may suspend its obligations arising from any agreement concluded with the Client until full payment has been received. Before PreZero proceeds to implement the measures stated in this paragraph, PreZero shall first demand payment from the Client on simultaneously setting a term for performance.

5.5 From the date the Client is in default, PreZero claims:
- the statutory interest from the due date until payment has been received in full;
- the extrajudicial costs, being at least 15% of the principle sum due, with a minimum of 40 euro;
- all judicial costs relating to the collection of the claim.

5.6 Payments made by the Client are first allocated to the extrajudicial costs, subsequently to any interest owed and finally towards the invoice that has been outstanding longest.

5.7 All amounts that the Client owes arising from the Agreement will become immediately and fully due and payable in the event of a (petition for) bankruptcy of the Client, (resolution to) dissolve the Client, (resolution by the Client) to effect a full or partial cessation or transfer of the business or of the company of the Client, attachment of an important part of the assets of the Client. In that event, PreZero may suspend the performance of any agreement concluded with the Client or to proceed to terminate the Agreement without judicial intervention being required.

5.8 PreZero may offset the amounts owed by PreZero to the Client against all that PreZero may at any time claim from the Client, whether or not due and payable, including set-off between different Agreements.

6. Modifications, contract extras

6.1 During the term of the Agreement, PreZero may modify the Agreement. This on account of the nature, composition and/or weight (specific gravity) of the Waste Materials for example, or on account of changes to collection or processing methods and/or amendments to law and/or regulations, all this at the discretion of PreZero. PreZero will notify the Client of any modifications in writing. This document will replace the relevant provisions in the Agreement, stating any changes in the price referred to in the Agreement.

6.2 Contract extras exist, inter alia, when:
a. The Client wishes to supplement and/or modify the Activities, and PreZero is of the view that this results in an increase or expansion of the Activities;
b. PreZero wishes to supplement and/or modify the Activities, as this is deemed necessary in the reasonable opinion of PreZero:
   - for the proper and competent execution of the Agreement;
   - pursuant to new or modified government or other regulations;
   - due to failure by the Client to comply with any obligation arising from the Agreement, and PreZero is of the opinion that this results in an increase or expansion of the Activities.

The Supplements and/or modifications to the Activities referred to in this paragraph come under the term 'Activities' referred to in these General Terms and Conditions.

6.3 PreZero will notify the Client as quickly as possible in the event of contract extras as referred to in the previous paragraph, and of the costs associated with these contract extras. Contract extras are invoiced separately to the Client.

6.4 PreZero may unilaterally change these General Terms and Conditions. In that event, PreZero notifies the Client promptly of the change(s). There will be at least one month between this notification and the amended condition(s) coming into force. If the Client is a natural person not acting in the performance of a profession or business and the change(s) result(s) in a performance being delivered to the Client which materially deviates from the original performance according to the Agreement, the Client may terminate the Agreement as from the date the amended condition(s) come into force.

7. Activities

PreZero's obligations:

7.1 The Activities commence on the day and/or time referred to in the Agreement, unless otherwise agreed by the Parties. PreZero may suspend its obligations, as set out in the Agreement, if the Client fails to comply with its obligations.

7.2 Notwithstanding the day(s), time and/or terms referred to in the Agreement, PreZero will only commence carrying out the Activities after the mandatory registration of the Waste Materials (in accordance with article 10.2) has taken place and after all necessary documents in connection with the transport or collection have been fully and properly completed and signed by the Client and received by PreZero, all this as referred to in article 7.7.

7.3 The terms referred to in the Agreement within which the Activities will be carried out are by approximation only. In the event these terms are exceeded PreZero will not be in default, and the Client will not be entitled to compensation and will not have the right to suspend its obligations arising from the Agreement. The Client may give notice to terminate or dissolve the Agreement after the Client has issued PreZero with a written notice of default and has set it a reasonable period (at least 21 days) to as yet carry out the Activities.

7.4 PreZero may carry out the Activities at its own discretion, in separate parts or otherwise. PreZero may engage the services of third parties for the execution of the Activities.

7.5 Unless otherwise agreed in writing, PreZero will not be obliged to carry out the Activities on Sundays and public holidays.

7.6 Unless additionally otherwise agreed in writing, PreZero will not be obliged to carry out more activities than set out in the Agreement.

Client's obligations:

7.7 The Client is obliged to describe the Waste Materials and/or the Activities correctly and as accurately as possible and to continue to check their correctness and if necessary pass on changes after consultation with PreZero. This description may or may not be made on the basis of documents issued by PreZero, such as specific delivery conditions and/or transport emergency cards. The Client is also obliged to notify changes of and/or changes in the Waste Materials immediately to PreZero in writing. Furthermore, the Client is obliged to comply with all packaging, labelling or other delivery requirements prescribed by any laws or regulations or laid down by PreZero (via the specific delivery conditions for example). The Client may not compress waste in any way, without this explicitly being stipulated in the Agreement.

Changes as referred to in this article may have consequences for the prices and rates. In that case, the provisions in articles 4.4 and/or 6.1 apply.

7.8 The Client is liable for the Waste Materials if the Cover Letter is signed by someone other than the Client (who may or may not be a person appointed thereto by the Client).

7.9 The Client is obliged to cooperate in the execution of the Activities and to make all necessary arrangements to this end. This includes the possession of the necessary permits and/or exemptions, and by ensuring that a water supply, supplementary cock, natural gas, light, 220-380 V electricity, auxiliary and industrial materials, equipment and safety equipment, all this in a good and safe condition, room for placement of a site hut, warehouse storage, parking, proper and paved access roads and a site that is easily passable and accessible, even for - driving with - heavy Collection Units and loading/unloading heavy equipment, under all conditions, where work can be carried out without impediments, and equipped with a properly functioning drainage system present, made available to PreZero. All this at the expense and risk of the Client. Articles 7.11 and 14.4 apply mutatis mutandis.

7.10 Prior to commencement of the execution of the Activities, the Client is obliged to promptly furnish PreZero with the necessary information and instructions relating to rules and instructions issued by the authorities or otherwise, to be observed on site. The Client guarantees that it complies with the applicable laws and regulations and holds the necessary permits prior to commencement of the Activities.

7.11 The Client guarantees that products, packaging, Collection Units and/or other means or resources engaged by or on behalf of the Client are safe and suitable for the Activities. The Client notifies PreZero of any change in/or to means or resources by the Client in advance. If the Collection Unit relates to a vehicle which the Client makes available and/or allows to be used by PreZero in the Activities, the Client always bears the risk and liability relating to the damage caused by and/or to the vehicle. The Client is responsible for insuring its own vehicle(s). Article 14.4 applies mutatis mutandis.

7.12 The Client guarantees that Collection Units such as (wheeled) containers to be emptied and/or transported, with a closed lid if applicable, on the days when they are to be emptied and/or collected will be ready and placed along the public road, or in a location that is connected to the public road or agreed on in consultation, which is easily accessible, free of charge, for personnel and equipment of PreZero, in such a way that their placement does not violate safety and/or traffic regulations and presents no danger to PreZero or third parties. If required, the Client is obliged to arrange for sufficient lighting and/or markings of the containers and/or Waste Materials to be emptied and/or transported and to take the required measures to ensure traffic safety.

7.13 If a Collection Unit such as a container is improperly loaded or overloaded, loaded with waste materials other than agreed upon, is not ready and waiting at the agreed loading location, the Waste Materials do not match the description or the specific delivery conditions issued by the Client, the instructed transport of the Waste Materials violates the requirements based on traffic regulations and/or the collection or transport constitutes or could constitute a danger to property, persons or the environment, all this at the discretion of PreZero, PreZero has the right not to empty the container, to refuse removing the container/Waste Materials and/or return the container/Waste Materials to the Client. Any loss, including costs and/or penalties resulting from the provisions referred to in this paragraph, will be at the expense of the Client. The Client indemnifies PreZero, its employees and third parties engaged by PreZero against any claims in this respect.

7.14 The Client is obliged to immediately notify PreZero of a relocation, takeover and/or termination of the Client (or its operations).

8. Materials and liability

8.1 The Materials will at all times remain the property of PreZero. The Client is prohibited from selling, leasing or otherwise encumbering the Materials or otherwise making them available to third parties. The Client indemnifies PreZero against all loss suffered or to be suffered by PreZero as a result of being unable to exercise its property rights with regard to the Materials.

8.2 The Client guarantees that PreZero's ownership of the Materials will not in any way be lost through accession or otherwise. If, despite the Client's obligations as stipulated in this article, ownership of the Materials is no longer vested in PreZero due to accession or otherwise, the Client will owe PreZero compensation to the extent of the book value of the Materials, which compensation will not be subject to mitigation.

8.3 From the moment the Materials have been made available to the Client, the risks relating to loss of or damage to the Materials transfer to the Client. All Materials are deemed to be in a good condition from the moment they are brought under the control of the Client, unless the Client produces evidence to the contrary. The Client must notify PreZero in writing of complaints and defects in respect of the Materials no later than five working days after the Materials have been brought under the control of the Client.

8.4 The Client musty report loss of and/or damage to the Materials immediately to PreZero in writing. The damaged Materials will be repaired or replaced by PreZero, all this at the discretion of PreZero. PreZero will charge the Client for the repair or replacement costs separately.

8.5 The Client must arrange for the proper safekeeping and care of the Materials, at its own expense and risk.

8.6 The Client indemnifies PreZero and third parties engaged by PreZero and compensates them for any claims as a result of loss suffered by the Client and/or third parties caused by the Materials from the moment the Materials have come under the control of the Client.

8.7 Costs due to the normal wear and tear of the Materials or damage to the Materials caused by the actions of PreZero are at the expense of PreZero. The repair and/or replacement of the Materials by PreZero or by third parties engaged by PreZero must be permitted by the Client. In that case the Client is not entitled to any compensation for inconvenience, lost time, replacement or otherwise.

8.8 The Client is liable for costs and penalties arising from the placement of the Materials on its site and the public road in accordance with its instructions or otherwise. The Client indemnifies PreZero and third parties engaged by PreZero and compensates them for any claims in this respect.

8.9 PreZero is not liable towards the Client on account of impediments in the use of the Materials caused by third parties.

8.10 After termination of the Agreement, the Client is obliged to return the Materials to PreZero in a good condition (and if this includes containers, also empty and clean), at its own expense and risk.

8.11 Damage suffered by the Client and/or third parties caused by the weight of the Collection Unit (filled with Waste Materials or otherwise), partly caused by placing the Materials from or on the Collection Unit, will be at the expense and risk of the Client. The Client indemnifies PreZero and third parties engaged by PreZero against any claims in this respect.

8.12 Materials and the associated provisions which are placed (wholly or in part) in the ground by PreZero at the request of the Client, such as Molok containers, are placed in/or removed from the ground for the account and at the risk of the Client unless the parties have agreed otherwise in the Agreement.

9. Products

9.1 The risk relating to the Products transfers to the Client from the moment of delivery or, if the Client fails to take delivery of the Products (in a timely manner), from the moment that PreZero presents the Products for delivery in the manner and at the location as agreed.

9.2 The Client must always inspect the Products immediately after delivery. Any complaints relating to visible defects must be notified to PreZero in writing within five working days from delivery. If the Client fails to do so, the right of the Client to rely on shortcomings will lapse. Any complaints will be without prejudice to the Client's obligation to pay.

9.3 The Client's rights in this respect will lapse if the Client, without the explicit and written approval from PreZero, has attempted to repair an alleged defect itself or have it repaired.

9.4 Only if a defect is identified and reported within the periods and in accordance with the conditions stated in the second paragraph and in the manner referred to therein and provided a complaint demonstrably relates to a failure attributable to PreZero, will PreZero remedy the relevant shortcoming. This takes place by means of (at PreZero's discretion) additional delivery, replacement, repair or repossession on crediting the Client the price owed. Further liability of PreZero applies only if not excluded by article 13.

9.5 These General Terms and Conditions shall also to the additional delivery or replacement in accordance with the previous paragraph.

9.6 If PreZero purchases the Products or parts thereof from third parties, the warranty obligations of PreZero towards the Client will never exceed the scope or the term of the warranty obligations of those third parties towards PreZero. PreZero will have fulfilled its warranty obligations, if it assigns its claim in this matter vis-à-vis the third party to the Client.

9.7 The Products will remain the property of PreZero until PreZero has received full payment for all that which the Client owes under the Agreement. In the event payment has not been effected fully or promptly PreZero may repossess its property at the Client's expense, to which the Client will render all required assistance.

10. Waste materials

10.1 The registration made mandatory by the authorities relating to the removal within the Agreement of the Waste Materials will be arranged by PreZero on the basis of the information provided by the Client as referred to in articles 3.3 and 7.7. This does not discharge the Client from its own registration obligations relating to the surrender of Waste Materials and/or the monitoring of the accuracy of that which has been registered by PreZero.

10.2 The Waste Materials and, if applicable, the packaging, are the property of PreZero with effect from Acceptance, unless after Acceptance it becomes evident that the Waste Materials do not comply with the specification/description of the Waste Materials as referred to in articles 3.3 and 7.7 and further. If the Waste Materials do not correspond with the specification/description thereof as referred to in article 3.3 and 7.7 and further, Acceptance will not have taken place. Acceptance expressly does not necessarily coincide with PreZero taking delivery of the Waste Materials.

10.3 If the Waste Materials fail to correspond with the specification/description as referred to in article 3.3 and 7.7 and further, this is for the account and at the risk of the Client. PreZero may return the Waste Materials to the Client or charge the consequences of this situation on to the Client. A return shipment will also be at the expense and risk of the Client.

10.4 During the term of the Agreement, PreZero may always take a sample of the Waste Materials or to inspect or analyse the Waste Materials (or to have this done). Any costs associated with taking samples, inspection or analysis will be charged to the Client.

10.5 In the event of collection of Waste Materials, particularly in relation to flammable industrial waste, by means of wheeled containers based on service subscriptions, PreZero assumes a specific gravity of these Waste Materials of no more than 100 kg/m3 unless otherwise agreed in the Agreement. If it appears that the specific gravity of waste presented is higher, PreZero may charge the Client the additional costs in relation to the subscription rate and/or PreZero will be entitled to adjust the rates.

10.6 The Collection Units offered by PreZero are deemed to be suitable for the nature and volume of Waste Materials presented to PreZero by the Client. If the Client presents PreZero with other or more Waste Materials than are suitable for and/or fit the Collection Units (also with a view to possible (safety) risks), PreZero will always charge the Client additional costs for these Waste Materials and/or will temporarily stop or suspend emptying the Collection Unit.

10.7 If there is (any suspicion of) so called substances of very high concern (SVHC), or (waste) materials which may contain SVHCs, the Client must report this immediately to PreZero. If SVHC, or SVHC-containing (waste) materials can be accepted, deviating conditions for Acceptance may apply.

11. Safety and environment

11.1 The Client must observe the safety and environmental regulations, rules, instructions and directions relating to Waste Materials. This applies to the rules and regulations imposed by government and those that are in force at PreZero, whether or not they have been laid down in the Agreement or issued verbally or in writing during the term thereof.

12. Intellectual property

12.1 The Client may not disclose the information and data such as drawings, offers, models or reports obtained from PreZero to third parties without the prior written permission of PreZero. Said information and data remain the property of PreZero. PreZero will retain the copyright thereto (including personality rights), as well as the intellectual property right.

12.2 The Client is prohibited from removing or modifying any indication regarding brands, trade names, patents or other rights from or out of the Materials.

13. Liability of PreZero

13.1 PreZero is not liable for any damage that the Client suffers in connection with the Agreement, unless such damage is the immediate result of intent or wilful recklessness on the part of PreZero.

13.2 Under no circumstances will PreZero be liable for damage caused as a result of Waste Materials failing to comply with the specification/description of the Waste Materials as referred to in article 3.3 and/or 7.7 and further, including, but not limited to, as a result of the Treatment or Processing Facility refusing to accept the Waste Materials. Any Acceptance will not affect the provisions in this paragraph.

13.3 Under no circumstances will PreZero be liable for damage to cables, pipelines, tubes and suchlike within the ground and which have not been reported to PreZero by the Client, or which have been reported at a different location, or if the Client fails to report to the KLIC cable and pipeline information centre. The Client is liable for this damage and shall fully indemnify PreZero against third-party claims for compensation in this respect and compensate PreZero accordingly.

13.4 Under no circumstances will PreZero be liable for (indirect) loss relating to loss of turnover or goodwill, reduced proceeds, loss of profit or any other indirect losses.

13.5 Damage that has not been identified and reported within five working days of completing the Activities to which the damage is directly related, or of delivery of the Products, is not eligible for compensation.

13.6 Without prejudice to the provisions of the previous paragraphs of this article, the overall liability of PreZero towards the Client will at all times be limited to the risk and the sum that can reasonably be insured by PreZero, also considering the price of the goods delivered by PreZero and that which is customary in the sector, or, insofar as this is lower, the relevant contract sum.

13.7 Without prejudice to the provisions of the previous paragraph, the overall liability of PreZero for damage suffered by the Client or third parties will at all times be limited to EUR 500,000.

14. Indemnification of PreZero and liability of Client

14.1 Except in the case of intent or wilful recklessness on the part of PreZero (or its management), the Client indemnifies PreZero, its staff and other natural and legal persons engaged by PreZero in the performance of the Agreement, against all third-party claims for compensation of direct and indirect loss and/or costs in connection with the Agreement.

14.2 The Client is liable for the damage it has caused to personnel or auxiliary persons and/or property of PreZero and/or for damage as a result of instructions issued by or on behalf of the Client to PreZero.

14.3 The Client is liable for all direct and indirect loss as a result of the Waste Materials failing to comply with the specification/description as referred to in article 3.3 and/or 7.7 and further.

14.4 The use of products, packaging units, Collection Units and other items or means deployed by or on behalf of the Client is and will continue to be at the risk of the Client. If, as a result of defective items or means as referred to in the previous sentence, this in the broadest sense of the word, damage occurs, however named, the Client will be liable for this. The Client indemnifies PreZero, including against third-party claims for compensation, and compensates PreZero accordingly.

14.5 The Client will at all times be liable for loss arising from the Client failing to observe the requirement from laws and regulations, relevant standards and/or for failing to fulfil its obligations under the Agreement.

15. Force majeure

15.1 PreZero will be able to invoke force majeure if the performance of the Agreement is fully or partially, completely or temporarily prevented or impeded by foreseen or unforeseen circumstances beyond its control, such as – but not limited to – government measures, war or civil war, the threat of war, disasters or natural disasters, strike action, lockout, blockades, uprisings, riots, traffic congestion and other transport disruptions, accidents, fire, operational failures, excessive sickness absence, the delayed supply to PreZero of goods or services ordered from third parties, delays in the acceptance or rejection of Waste Materials by a Treatment or Processing Facility, the revocation of permits, disruptions in the operations of PreZero or that of its customers or suppliers or in other companies of third parties upon which PreZero relies for the performance of the Agreement.

15.2 In the event of force majeure, PreZero may suspend its obligations under the Agreement. If the period during which PreZero is unable to fulfil its obligations under the Agreement due to force majeure exceeds thirty days, both PreZero and the Client have the right to terminate the Agreement by means of a written declaration, without being liable for or entitled to any compensation. If the Client exercises this right, it must take back the Waste Materials at its own expense and risk if the Agreement relates to the provision of services.

15.3 If, upon the occurrence of force majeure, PreZero has already partially fulfilled its obligations or will be able to only fulfil part of its obligations, PreZero may invoice separately for this.

16. Term, exclusivity, (consequences) notice to terminate and termination

16.1 The Agreement is entered into for a period of 60 months unless otherwise agreed in writing in the Agreement.

16.2 Unless stipulated otherwise in the Agreement, each of the Parties may terminate the Agreement in writing taking effect from the end of the term of the Agreement, with due observance of a notice period of three months. Termination must be in writing by registered letter or by notification to the address stated in the Agreement (postal, correspondence and/or email address).

16.3 If, contrary to the provisions of paragraph 16.2, the notice to terminate the Agreement has not been given in time, the Agreement will be extended for a period of one year after expiry of the term, unless the Parties did not agree on an extension period in the Agreement, or agreed on an alternative extension period in writing.

16.4 During the term of the Agreement, the Client must offer all Waste Materials released on its premises and described in the Agreement exclusively to PreZero. In view of this, during the term of the Agreement, the Client is not permitted to conclude similar agreements with third parties relating to the same Waste Materials that the Agreement with PreZero relates to, by whichever name and regardless of its structure, which commencement date and/or execution date coincides with the term of the Agreement with PreZero.

16.5 In the event article 16.4 is breached, the Client, without prior notice of default being required, owes PreZero an immediate due and payable penalty of 50% of (past or future) annual turnover times the remaining term. In addition, PreZero has the right to claim compensation if and insofar as the actual loss exceeds the penalty forfeited within the framework of this article.

16.6 If the Client cancels or terminates the Agreement early without reason or otherwise terminates it defectively, the Client is liable for compensation towards PreZero, unless the Client after all correctly performs the Agreement.

16.7 In the following cases, PreZero has the right to terminate the Agreement fully or partially by means of a written declaration to the Client:

a. if the amount or the nature and composition of the Waste Materials deviates from the specification/description as referred to in article 3.3 or from the result of the analysis after sampling as provided for in article 3.4 or 10.5 or as stipulated by the relevant provisions in the Agreement;
b. if the statutory regulations or the regulations of PreZero regarding descriptions, labels, packaging and suchlike are not complied with, all this at the discretion of PreZero.

16.8 The Client, at its own expense and risk and on demand of PreZero, is obliged to take back the Waste Materials as described in the Agreement that has been terminated in accordance with the previous paragraph, unless the Parties enter into a new agreement relating to the Waste Materials, with due observance of the following paragraph. In the case of termination, the Client is obliged to reimburse the costs incurred by PreZero for the context of the Agreement to date, as well as any losses suffered by PreZero.

16.9 With regard to the Waste Materials that the termination relates to, PreZero may make a new Offer, but it is not obliged to do so. The ownership and risk of the Waste Materials that the termination relates to, will only transfer to PreZero as soon as the modified or substitute Agreement has been formed and PreZero has accepted the Waste Materials in accordance with article 10.3.

16.10 PreZero may suspend the performance of the Agreement or terminate the Agreement fully or partially without prior notice of default being required, retaining every right to reimbursement of costs, damages and interest if the Client fails to fulfil or fails to fulfil in a timely or proper manner one or more of its obligations under the Agreement, is declared bankrupt, petitions its own bankruptcy or applies for a moratorium, adopts a resolution to close down or liquidate its business, proposes a composition (with creditors) or appears to be insolvent, or if a significant part of the assets of the Client are attached, as well as in the event of force majeure. In the aforementioned cases, each claim of PreZero towards the Client will become immediately and fully due and payable.

16.11 A relocation by the Client, a change in the service address and/or business cessation does not affect the legality and applicability of the Agreement. The listed circumstances are not deemed to be an unforeseen circumstance as referred to in section 6:258 Dutch Civil Code.

17. Information and personal data processing

In the context of this article, the terms 'processing', 'controller' and 'processor' have the meaning as stated in the GDPR.

17.1 The information and personal data provided by the Client are necessary for the preparation and the performance of the Agreement with the purpose of processing and completing orders, executing the Activities, invoicing and representing the legitimate interest of PreZero such as carrying out direct marketing and all purposes reasonably compatible with this, where PreZero acts as the controller. The Client's personal data is exclusively processed in accordance with the applicable privacy legislation.

17.2 The personal data provided by the Client can be shared for the purposes stated above with the following categories of third parties: processors offering email marketing and other communication services, processors conducting surveys and/or are able to approach customers, processors offering logistical services and/or processors carrying out analyses. This personal data is only shared with third parties who are located outside the EU if this is in accordance with the applicable legislation that safeguards an adequate level of protection of the personal data.

17.3 PreZero has the right to transfer particular personal data to other entities within the PreZero group who act as processors or as controllers for the purposes as determined previously in this article.

17.4 The personal data will not be retained for longer than necessary to realise the purposes stated in article 17.1.

17.5 The Client has the right, depending on the circumstances of the case and insofar as in accordance with the applicable legislation, to request PreZero to inspect, improve, change or delete its personal data or to limit personal data processing relating to the Client. The Client also has the right to object to personal data processing and the right to data portability. The Client will follow the procedure described in the website of PreZero to this end. If necessary, the Client can lodge a complaint to the Dutch Data Protection Authority [Autoriteit Persoonsgegevens] via their website (www.ap.nl).

18. Final stipulations

18.1 PreZero may transfer its rights and obligations under the Agreement to a group company and/or subsidiary, or to a third party.

18.2 The Agreement is governed by Dutch law. Any disputes arising from the Agreement will be settled by the competent court in Arnhem, the Netherlands.

18.3 If one or more provisions of these terms and conditions are null and void or otherwise non-binding, the validity of the remaining provisions will not be affected. In that case, the Parties undertake to come to one or more arrangements that are such that they reflect the purport of the non-binding provision or provisions as closely as possible.

18.4 In the event of uncertainties and/or contradictions between these General Terms and Conditions and translations thereof, the Dutch version prevails.

18.5 The Client is aware and explicitly agrees that agreements are also discussed, drawn up, reviewed, accepted and/or closed or signed digitally. Agreements concluded in this manner are deemed to be Agreements concluded between the Parties in a legally valid way.

18.6 The Client is furthermore aware and explicitly agrees that PreZero digitally archives the Agreement concluded between PreZero and the Client. This takes place either directly by means of the software used by the Parties to record the agreements and to form the Agreement, or indirectly by means of archiving a scan (PDF or similar) of the original Agreement. The Parties will, therefore, deem the digitalised version of the Agreement to be the original Agreement that binds the Parties, having the same legal effect and evidential value as if it were a hardcopy version of the Agreement.

These General Terms and Conditions were filed with the Registry of the District Court of Arnhem, under case number 20/2021.