

General conditions of purchase and sale

of the Limited Partnership **Waste Paper Trade C.V.**, having its registered office at (9672 BN) Winschoten, at Zeefbaan 22, registered at the Chamber of Commerce under number 02331342, hereinafter referred to as "WPT".

1. General

- 1.1. WPT operates a wholesale business in waste paper and cardboard. The purchase contracts for those items are usually linked to sales contracts with another party.
- 1.2. WPT is the user of these general conditions. The natural person or legal entity wishing to contract or be contracted by WPT is referred to below as "the Other Party" or, as the case may be, "the Supplier" or "the Buyer". WPT and the Other Party are referred to as "the Parties".
- 1.3. These general conditions apply to all applications of and offers (quotations) made by WPT and to agreements with WPT, unless statement is made to the contrary in the general conditions.
- 1.4. Any general conditions used by the Other Party are expressly rejected by WPT and therefore do not apply.
- 1.5. In the event that any provision of these general conditions proves to be null and void or is legally annulled, the determination of what has been lawfully agreed between the Parties shall be based as closely as possible on the null and void or annulled provision. The nullity or annulment of any provision does not affect the validity of the remaining provisions in these conditions.

2. Formation and amendment of an agreement

- 2.1. Applications of and offers made by WPT are subject to contract and only apply in relation to the Other Party to which the application or offer is addressed.
- 2.2. Offers made by WPT are made subject to the creditworthiness of the Other Party. WPT reserves the right to require a bank guarantee or other security.
- 2.3. Agreements between the Parties and amendments to them are valid only if made in writing.
- 2.4. WPT is entitled to pass on price increases concerning wages and/or raw materials and/or transport costs, etc., and to adjust the agreed price accordingly.

3. Delivery

- 3.1. Deliveries of goods supplied to or by WPT take place at the agreed location. If a delivery does not or cannot take place (or take place on time) for reasons attributable to the Other Party, the Other Party shall be held in default without notice of default being required, regardless of whether the cause can be attributed to that Other Party. If WPT is unable to deliver or take delivery (or do so on time), it will still be required to do so within 8 days of a notice of default, unless it cancels the agreement by virtue of Article 4.2 below. If WPT cannot comply due to circumstances such as illness of or lack of personnel, a strike, lack of or defective resources, such failure cannot be imputed to WPT (force majeure).
- 3.2. WPT is entitled to suspend its obligations if the Other Party fails to fulfil its obligations arising from the agreement concluded and/or if WPT has legitimate reasons to assume that the Other Party will not fulfil its obligations.

4. Termination (and premature termination) of the agreement

- 4.1. An agreement between the Parties shall terminate by operation of law at the end of the agreed term. If an agreement is nevertheless tacitly continued, it shall be deemed to be continued for the same period of time and under the same conditions.
- 4.2. During the term of an agreement between the Parties, WPT may terminate that agreement subject to 14 days' notice, if it cannot be required to continue the agreement. This is the case, for example, if the Other Party fails to fulfil its obligations or if it or its employees behave in a manner unsatisfactory to WPT, but also if WPT becomes unable to fulfil its obligations or if a price increase pursuant to Article 2.4 is not accepted.
- 4.3. An agreement can always be terminated by the Parties without observing a notice period if the other Party files for bankruptcy or suspension of payments or is declared bankrupt, or ceases its business operations.

5. Retention of title

- 5.1. Goods delivered by WPT remain its property until the Other Party has fulfilled all its obligations to WPT. In the context of normal business operations, goods subject to retention of title may be resold or processed by the Other Party, but the Other Party shall not be entitled to pledge those goods or otherwise have them serve as security. If a third party wishes to establish or assert any right to goods delivered subject to retention of title, the Other Party is obliged to notify WPT of this immediately.
- 5.2. The other party must insure and keep insured the goods delivered under retention of title against damage. Claims of the Other Party in respect of the delivered goods against insurers must be ceded to WPT at its first request.
- 5.3. If the Other Party fails to fulfil its obligations (or do so in good time), or WPT has valid reasons to believe that the Other Party will not fulfil its obligations (or do so in good time), WPT is entitled to repossess (or arrange for the repossession of) the goods delivered under retention of title from the Other Party or from a third party holding those goods for the Other Party. If the Other Party prevents this or does not cooperate, it shall forfeit an immediately payable penalty of 10% of the amount it still owes.

6. Quality, guarantee and complaint period

- 6.1. Partly in view of article 1.1 above, the Supplier guarantees that it will deliver the quality and quantity (with a 10% margin) of goods agreed with WPT, so that WPT in turn can deliver (or resell) that quality and quantity to the Buyer. If the quality delivered by the Supplier to WPT is rejected for well-founded reasons (by the Buyer) and/or if the quantity fails to meet the requirements, the Supplier is liable for the financial implications of this for WPT.
- 6.2. WPT guarantees to the Buyer the quality and quantity with a margin of 10% as agreed in the agreement.
- 6.3. The Customer is obliged to assess the quality and quantity of goods delivered to it immediately. If the Buyer is of the opinion that the quality and/or quantity delivered does not meet the agreement made, he must notify WPT of this in writing before unloading or within 24 hours of delivery with conclusive evidence by means of a "protocol", on pain of forfeiture of rights.
- 6.4. Complaints about delivered goods do not suspend the fulfilment of the Other Party's payment and other obligations.

7. Payment

- 7.1. Prices stated in the agreement are (unless otherwise stated) in euros and exclusive of sales tax (VAT).
- 7.2. WPT is always entitled to invoice after a (full or partial) delivery.
- 7.3. Unless otherwise agreed, payments to WPT shall be made within 30 days of the invoice date. That term is a firm deadline, which means that the Other Party is in default by operation of law without notice of default if it fails to pay on time.
- 7.4. Payments to WPT shall be made without set-off.
- 7.5. In the event of late payment, the Other Party shall be liable to WPT for the statutory commercial interest + 2%, and the extrajudicial collection costs to be incurred by WPT, which shall be set at a minimum of 15% of the principal amount.
- 7.6. Payments made by the Other Party shall always first serve to settle interest and/or costs and then to pay off the oldest invoice and so on.
- 7.7. Payments by WPT to the Other Party shall be made within 30 days of the invoice date. A payment made by WPT in no way implies a waiver of any right of WPT in respect of the Other Party or any acknowledgement of the correctness of a delivery. WPT is entitled to suspend payments, if it is of the opinion that the Other Party has not fulfilled its obligations or has legitimate reasons to believe that the Other Party will not fulfil those obligations.

8. Liability

- 8.1. The Other Party indemnifies WPT against third-party claims for the Other Party's non-compliance with agreed obligations and/or unlawful acts attributable to the Other Party.
- 8.2. WPT is not liable to the Other Party for any direct loss suffered, unless there is intent or gross negligence on its part. WPT shall not under any circumstances be liable for indirect losses.
- 8.3. WPT's liability is limited at all times to the amount covered by its insurer and/or involved in the relevant agreement.

9. Transfer of rights

- 9.1. The other party is not entitled to transfer, dispose of or encumber the rights and/or obligations arising from an agreement to a third party without WPT's written consent.

10. Applicable law and competent court

- 10.1. All legal relationships between WPT and the Other Party shall be governed by Dutch law, even if the Other Party has a nationality other than Dutch and/or the agreement is performed outside the Netherlands.
- 10.2. The applicability of the Vienna Sales Convention is expressly excluded.
- 10.3. The District Court in Groningen has jurisdiction to hear disputes between the Parties.