



IGENERAL TERMS AND CONDITIONS OF PURCHASE
MILLDAM RECYCLING B.V.

Article 1. Applicability

- 1.1 These General Terms and Conditions of purchase shall exclusively apply to all agreements, entered into with Milldam Recycling Company B.V. (MRC) for the supply of goods to MRC and all related commitments.
- 1.2 The applicability of the general terms and conditions of the supplier, by whatever name, is hereby expressly rejected.
- 1.3 In these General Terms and Conditions, "supplier" shall be understood to mean the supplier (any legal or natural person that has entered into or wishes to enter into an agreement with MRC for the supply of goods, and in addition to these, also its representatives and agents.
- 1.4 These General Terms and Conditions are provided to the supplier by MRC in response to offers (Quotations) made by the suppliers. These General Terms and Conditions have been filed with the Chamber of Commerce in Eindhoven under number: 66400880
- 1.5 Derogations from these General Terms and Conditions may only be agreed upon in writing and shall only be valid after express written confirmation thereof by MRC.

Article 2. Formation of agreements

- 2.1 Without prejudice to MRC's authority to prove the conclusion of the agreement in any other way, the agreement between the supplier and MRC shall only be concluded by MRC placing an order in writing with the supplier.
- 2.2 An agreement shall also be concluded after an order of the supplier has been confirmed to MRC in writing.
- 2.3 A confirmation sent by MRC to the supplier, which has not been answered or adjusted at the initiative of the supplier within the foreseeable future (two working days) shall be considered as a correct and complete representation of the content of the agreement.
- 2.4 In any case, an agreement is concluded if MRC has demonstrably implemented the agreement without the supplier immediately protesting or objecting to such implementation.
- 2.5 If interim amendments and/or additions to the existing agreement have not been confirmed by MRC to the supplier in writing, these may not be considered binding.
- 2.6 MRC shall only be bound by the terms and conditions and agreements that it has accepted in writing. Verbal commitments by employees representing MRC or agreements with employees shall not be binding on MRC in any manner unless they have explicitly been confirmed in writing.



- 2.7 MRC shall be entitled to make changes to the instructions and specifications relating to the goods to be delivered. If the supplier is of the opinion that these change(s) have consequences with respect to the agreed fixed contract price, the supplier shall inform MRC of this in writing as soon as possible, and in any event no later than five (5) working days after the notification of the intended change, before implementing the changes. If MRC is of the opinion that the changes in price or delivery time stated by the supplier are unreasonable in relation to the nature and/or extent of the change, it shall have the right to terminate the agreement by written notification. In the event of dissolution on this ground, neither party shall have any right to claim compensation for loss suffered, unless there has been demonstrable unreasonableness on the part of the supplier or MRC.
- 2.8 In the event that, after the conclusion of an agreement, rates for freight, import or export duties and/or other levies of any nature whatsoever are increased in the home country or abroad or new rates are added, these levies and/or increases shall always be at the expense of the supplier.

Article 3. Price and payment

- 3.1 The price agreed in writing shall be binding. If the changes in the purchase agreement lead to an increase or decrease in costs, any resulting change in the purchase price must be agreed in writing between the parties.
- 3.2 Unless otherwise stipulated in writing in the underlying contract, the agreed prices are fixed and therefore cannot be reviewed. Prices are stated in euros unless agreed otherwise, excluding VAT, and subject (in the case of cross-border transport) to the provisions in accordance with INCOTERMS 2015.
- 3.3 Unless otherwise agreed in writing, payment by MRC shall take place within 30 days of delivery and approval of the materials, documentation, and weighing and inspection certificates at the MRC yard.
- 3.4 The supplier shall be entitled to deliver material within a range of +5% and -5% of the total agreed weight. In the event the range is exceeded, MRC shall be entitled to settle the additional weight at the contract price or at the lowest daily price, taking into account the current LME price.
- 3.5 The payment obligation is suspended as long as the material delivered under the agreement has not been approved as stipulated and described in Article 4, or if MRC has already objected to the nature of the performance of the agreement with the supplier prior to delivery of the material.
- 3.6 MRC reserves the right at all times to set off the amount owed by the supplier against all current outstanding claims which MRC has against the supplier with respect to each payment.



- 3.7 A payment by MRC corresponding to the payment obligation in respect of a delivery of material under a specific agreement may not be considered by the supplier as payment of any other claims on MRC by the supplier. In addition, the supplier shall never be permitted to set off any claim against MRC against a debt to MRC.
- 3.8 The supplier shall never regard payment as acknowledgement of the soundness or approval of the quality of the material; therefore, the supplier shall expressly not be released from its liabilities and/or obligations as a result of the payment.

Article 4. Quality and approval

- 4.1 The supplier guarantees that the materials delivered:
- fully comply with all Dutch, European and international legal requirements and regulations.
 - are delivered or made available by the supplier at the agreed time and location.
 - fully comply with the specifications as stated in the written agreement confirmed by MRC.
 - are adequately insured if transport is at the expense of the supplier.
- 4.2 If the agreement contains specifications with respect to the percentage of subdivision and composition of the material, these shall be considered binding. Therefore, MRC shall be permitted to use this analysis of the material provided by the supplier as a basis for the contract price.
- 4.3 If, upon acceptance, there is reasonable doubt as to the correctness of the analysis of the composition of the material specified in advance by the supplier and laid down in the contract, MRC shall inform the supplier thereof within a period of two (2) working days, stating the reasons. The supplier may appeal against this decision, within a period of seven (7) working days after receipt of this notification.
- 4.4 If the supplier objects within the above period, this shall be substantiated by the sampling and analysis of the material carried out in advance by the supplier in the manner customary in the industry. In the event that the supplier does not wish to do so or is unable to do so, it shall always be entitled to appoint an official inspection body to arrive at a final and binding inspection. The costs of the inspection carried out during or after delivery shall be borne by MRC and shall take place at the location of delivery.
- 4.5 In the event the supplier is found to be in default, it shall set a reasonable period within which it intends to correct or replace the faulty delivery at its own expense, as soon as possible and in any case no later than two (2) working days after the independent inspection report has been released. If the supplier does not set a reasonable time period, or does not set a time period, or fails to replace or repair the material within its time period, MRC shall be entitled to do so at the expense of the supplier at the then current LME price in order to minimise any loss suffered. All costs and possible loss resulting from the repair or replacement of these goods shall be at the expense and risk of the supplier, if the



supplier has not repaired or replaced the goods within the period set by MRC. If the supplier remains in default, MRC shall have the right to dissolve the agreement in whole or in part.

- 4.6 If it becomes apparent that, on the basis of repeated rejection, or adjustment of specifications of delivered material, there is reasonable and justified doubt about the future enforceability of the agreement, MRC shall be entitled to dissolve this agreement with immediate effect, either in whole or in part, without being obliged to pay compensation for any loss.
- 4.7 If MRC and the supplier jointly reach an agreement on a different type of settlement of the observed difference, points 4.3, 4.4 and 4.5 shall lapse and the written confirmation of said agreement shall be binding. If a confirmation sent by MRC is not contradicted by the supplier within a period of seven (7) working days, this confirmation shall be considered binding by the parties.

Article 5. Transfer of ownership

- 5.1 Ownership passes from the supplier to MRC once the latter has explicitly approved the material after delivery.
- 5.2 Transfer of ownership shall not take place if the material is found not to be in order and MRC contacts the supplier within two (2) working days.

Article 6. Logistics, transport and delivery

- 6.1 MRC shall be authorised to lay down regulations with respect to the manner in which the materials are to be transported and delivered, particularly with respect to packaging, delivery times, and the manner in which the material is to be made available for loading.
- 6.2 Thus, transport must be carried out in accordance with these guidelines drawn up by MRC, as well as in accordance with the applicable European and/or national statutory provisions and regulations on the transport of waste.
- 6.3 Transport shall always be at the expense and risk of the supplier, unless otherwise agreed within the scope of the terms of delivery.
- 6.4 The supplier hereby expressly undertakes to provide the transport with the correct accompanying transport documentation as provided for in European and/or national legislation, from which at least the following can be deduced:
- The origin and identity of the supplier;
 - The weight;
 - The composition of the goods by means of a short description;
 - The geographical place of origin;
 - Place of destination.



- 6.5 In the event of cross-border transport, the supplier shall be obliged to provide MRC with the said documents required pursuant to traffic and environmental legislation and for safe transit as soon as possible.
- 6.6 If circumstances arise which are unforeseeable for the supplier or which arise from force majeure as a result of which the supplier is unable to fulfil its obligations towards MRC, the supplier shall immediately inform MRC in writing. In the absence of such notification, the supplier shall be liable for all loss suffered by MRC as a result of the failure to notify and/or the non-performance of the delivery, unless the supplier proves that such notification could not have been required of him (sooner) according to standards of reasonableness and fairness. Timely notification shall not relieve the supplier of the liability for loss suffered by MRC as a result of the non-performance of the delivery.
- 6.7 The supplier shall be obliged to deliver the goods leakproof. MRC refers to materials such as: turnings, grindings, and other materials that may contain moisture or oil.
- 6.8 The weighing data of the weighbridge on the MRC site shall be binding on the parties.

Article 7. Warranties

The supplier warrants and guarantees:

- 7.1 That, with respect to the specifications, measurements, weights and quantities, the delivered goods are entirely in accordance with the delivery terms and the acceptance policy established by MRC and accepted by the supplier.
- 7.2 That the materials supplied do not contain any contamination such as:
- Explosive and flammable substances;
 - Chemically contaminated substances;
 - Nuclear contaminated substances;
 - Non-metallic elements or undesirable metallic elements;
 - Unwanted attachments such as soil, wood, etc;
 - Substances that may pose a threat to public health;
 - Sharp objects and/or objects that pose a risk of infection, such as needles, blood tubes, etc.
 - Materials containing liquids.
- 7.3 That if the materials supplied contain contaminations as described in 7.2, the supplier shall take back and/or dispose of these materials at its expense and risk, entirely in accordance with applicable laws, regulations, and requirements.
- 7.4 That the supplier, both before and after delivery, shall be fully liable for any damage to people, material and nature if said damage is directly or indirectly related to the materials provided by the supplier.



- 7.5 That the goods delivered comply at least with the relevant statutory minimum requirements.
- 7.6 If the goods are collected from a location outside the business premises and/or sites of the supplier, all relevant legislation and regulations issued by government bodies (higher and lower levels) shall apply to that location and shall be complied with by the supplier.

Article 8. Liability

- 8.1 The supplier shall be fully liable for any material and/or immaterial loss suffered by MRC or third parties as a result of:
- any defect or fault in the materials and/or substances supplied, including the presence of explosives and/or hazardous substances and/or contamination and/or radioactive contaminated substances;
 - negligence on the part of the supplier or its employees or the third party or parties it has appointed.
- 8.2 The supplier expressly indemnifies MRC against claims of third parties for compensation of any loss as described above, and employees of MRC are also qualified as third parties within the context of this article.
- 8.3 The supplier shall demonstrably effect adequate insurance against liability within the meaning of articles 7, 8, and 9. If desired, the supplier shall allow inspection of the policy and the premium payments.
- 8.4 In the event the supplier or its insurer considers it necessary to take measures to prevent further loss as referred to in the above articles, the supplier shall be liable for all costs and further loss incurred and suffered in connection with these measures.

Article 9. Force Majeure

- 9.1 Force majeure shall be deemed to exist if the agreement cannot be performed in whole or in part due to circumstances beyond the control and/or influence of either party.
- 9.2 If the supplier is unable to fulfil its delivery obligation on time due to force majeure, it shall be obliged to notify MRC with immediate effect and in writing in order to limit the loss to MRC to the extent possible.
- 9.3 If the circumstances could have been foreseen upon conclusion of the agreement, they shall not be considered to be force majeure.
- 9.4 If the force majeure situation lasts longer than two (2) months, each party shall be entitled to dissolve the agreement by means of a written statement. In case of (termination due to) force majeure on the part of the supplier, the supplier shall not be entitled to any form of compensation, whether due to a delay in the cancellation of the (mutual) performances already delivered or otherwise, without prejudice to the right of MRC to claim the full loss it has suffered from the supplier in that case.



Article 10. Dissolution of agreement

10.1 In the event the supplier fails to fulfil its obligations towards MRC, MRC shall be entitled to dissolve the agreement by means of a written notice stating the reasons. The supplier shall be in default if the supplier fails to fulfil its obligations for a new delivery within a (reasonable) period specified by MRC.

10.2 In the event that one of the following situations arises:

- the supplier fails to comply with any of its obligations towards MRC, or fails to do so in a timely or correct manner;
- bankruptcy of the supplier;
- suspension of payments by the supplier;
- application of the debt restructuring scheme or an application to that effect with respect to the supplier;
- all or part of the supplier's assets have been attached;
- MRC has found the supplier to be insufficiently creditworthy to meet its obligations to MRC;
- cessation or liquidation or transfer of (control of) the supplier's business;

the supplier shall be deemed to be in default by operation of law and MRC shall have the right to unilaterally dissolve the agreement in whole or in part by registered letter, without any further notice of default or judicial intervention being required, without prejudice to any further rights of MRC.

10.3 Every claim of MRC on the supplier at the time of dissolution of the agreement shall become immediately and fully due and payable.

10.4 In the event of (partial) dissolution of the agreement, and without prejudice to the other rights of MRC, including MRC's right to compensation, MRC shall be entitled, at its discretion:

- To return to the supplier materials which have already been delivered, but which cannot or no longer be used, at the expense and risk of the supplier, and to reclaim the payments already made for these items.
- To have the agreement (further) performed by third parties, after notifying the supplier in writing.

Article 11. Nullity

11.1 If one or more parts of these General Terms and Conditions prove to be void or voidable, this shall not affect the other provisions.



11.2 In the event that a provision has been declared null and void, it shall be replaced by a provision that comes as close as possible to the purport and meaning of the invalid provision.

Article 12. Transfer

12.1 The supplier shall not be entitled to transfer his/her rights and obligations under any agreement with MRC to third parties under contract law and/or property law, without the written consent of MRC.

Article 13. Jurisdiction and applicable law

13.1 All quotations, offers, agreements and suchlike shall always be governed exclusively by Dutch law.

13.2 The parties acknowledge the applicability of the Vienna Sales Convention.

13.3 If any disputes arise as a result of an agreement confirmed by MRC, expressly including these General Terms and Conditions, they shall exclusively fall under the jurisdiction of the (competent) court of Oost-Brabant.