

1. DEFINITIONS

- 1.1. *Edelchemie Benelux BV* means Edelchemie Benelux BV, Heulentakstraat 20, B-3650, Dilsen-Stokkem, Belgium and will hereinafter be referred to as *Edelchemie*.
- 1.2. *Customer* means the person, firm, or any other trade organization to which Edelchemie provides services, subject to these Terms and Conditions.
- 1.3. *Waste* means material or substances that the Customer wished to have removed.
- 1.4. The *Services* provided by Edelchemie include, but are not limited to:
 - a) the collection of waste at the Customer's address;
 - b) recovering value from waste if possible;
 - c) the disposal of waste and residues in an environmentally responsible manner;
 - d) supplying, installing, and maintaining equipment such as containers, storage tanks, pump units, piping, etc. to be used for the safe storage of waste at the customer.

2. COLLECTION AND TRANSPORT

- 2.1. Collection of waste normally takes place at the request of the Customer, unless otherwise agreed.
- 2.2. The Customer agrees to the fact that the waste submitted for disposal will not contain any materials or contaminants other than those agreed in writing with Edelchemie.
- 2.3. The Customer agrees that all waste must be presented in the storage tanks or containers as supplied/agreed upon with Edelchemie and that these are specifically marked in accordance with the applicable ADR rules for road transport.
- 2.4. Edelchemie reserves the right to refuse collection and transport of containers that it suspects contain substances that are not in accordance with what was agreed to with the Customer in the quotation. Containers that are deemed unsuitable by Edelchemie for safe transport in accordance with ADR rules will not be collected.
- 2.5. The Customer will comply with all conditions set by the applicable regulations and with the condition that the Customer provides an accurate description of the waste and that all documents are properly completed and signed.
- 2.6. The Customer will ensure that the waste materials are presented separately and not mixed before collection.
- 2.7. If, as a result of force majeure, strike, lock-out, war, government measures, etc., Edelchemie is unable to fulfil the agreement, it reserves the right to terminate the agreement without any compensation being required. Edelchemie reserves the right to consider the agreement as dissolved by operation of law and without prior notice of default in the event of bankruptcy, apparent insolvency, as well as in the event of any change to the legal situation of the Customer.

3. OWNERSHIP AND RESPONSIBILITY

- 3.1. The Customer remains the owner and is responsible for the waste during collection and transport to Edelchemie. Upon arrival, Edelchemie will check the description of the waste and determine its nature and suitability for processing.
- 3.2. Ownership and responsibility for the waste will be transferred to Edelchemie, only after the described nature of the waste and its suitability for processing have been accepted by Edelchemie. In the event of doubt about the nature or suitability for processing due to alleged incorrect description, fraud, etc., Edelchemie has the right to refuse acceptance of the waste and ownership and responsibility will remain with the Customer, who will be informed as soon as possible. The Customer agrees to at all times provide Edelchemie with additional information about the waste materials, including, but not limited to, an analysis.
- 3.3. If acceptance of the waste continues to be refused, the waste will be returned to the Customer who agrees to pay for transportation and all other costs incurred by Edelchemie.
- 3.4. The equipment supplied on loan to the Customer at all times remains the property of Edelchemie. The Customer accepts full responsibility for the equipment during use and agrees that it will only be used for the treatment of waste. In the event of loss or damage of the equipment, other than normal wear and tear, the Customer agrees to pay the full cost of the lost or damaged equipment.
- 3.5. Ownership of equipment sold to the Customer will not pass to the Customer until full payment has been received.

4. LIABILITY

- 4.1. Natural persons affiliated with Edelchemie have no liability whatsoever in connection with orders given to Edelchemie or the execution thereof. The Customer is obliged to ensure that no claim or entitlement of any nature whatsoever, relating to orders given to Edelchemie or the execution thereof, is submitted or asserted against the legal entity Edelchemie other than by the Customer itself. If such a claim is nevertheless brought against the legal entity Edelchemie other than by the Customer itself, the Customer indemnifies both Edelchemie and the natural persons affiliated with Edelchemie against all consequences arising therefrom.

- 4.2. If the Customer is considering holding Edelchemie liable for compensation for damage, the Customer is obliged to consult with Edelchemie about it before initiating a legal action against Edelchemie. Both parties will, in good faith, attempt to negotiate an appropriate solution to the situation. However, if the situation cannot be remedied, is not remedied within sixty (60) days of a written request from the Customer (or, if it is not feasible to agree on an appropriate solution within that period, if reasonable steps are not taken to agree on appropriate solution within those sixty (60) days), the Customer can take legal action against Edelchemie. The Customer may not unreasonably deny Edelchemie the opportunity to undo the damage suffered by the Customer. In any event, the parties will each bear their own costs incurred in the context of the recovery procedure, including legal costs.

5. WEIGHTS, VOLUMES AND ANALYSIS

- 5.1. The exact weight or volume of waste accepted by Edelchemie for processing is determined solely by Edelchemie upon its arrival at Edelchemie's processing facilities. Any weight or volume determined before the acceptance of the waste takes place is considered an estimate only.
- 5.2. Analyse of onderzoek van afvalstoffen wordt uitgevoerd door Edelchemie door middel van analytisch precieze methoden en apparatuur. De op deze wijze verkregen analyse- of onderzoeksresultaten zijn bindend voor de Klant.

6. REGULATORY COMPLAINEE

- 6.1. Edelchemie agrees to provide its Services in an efficient and professional manner and to comply with all applicable legal conditions and regulations regarding collection, transport, processing, and recycling of waste.
- 6.2. Edelchemie guarantees that it holds a valid Class 1 permit for the processing of waste materials. Edelchemie is a recognized collector in the Flemish, Walloon and Brussels Regions. Edelchemie is registered in the Netherlands on the list of transporters, collectors, traders and intermediaries of waste materials (NIWO).
- 6.3. Edelchemie is insured for physical and material damage for an amount of €5 million per claim.

7. PAYMENT

- 7.1. The Customer agrees to be invoiced by Edelchemie for the Services provided.
- 7.2. If applicable and agreed upon, Edelchemie will credit a percentage of the recoverable metal content for collected waste. This credit will be deducted from the invoice.
- 7.3. The Customer agrees to pay the amount due within 30 days of invoicing.
- 7.4. Edelchemie reserves the right to withhold payment of the credit in the event of overdue invoices.
- 7.5. Edelchemie reserves the right to charge an administrative fee to Customers with overdue payments. In addition, an interest of 1,5% per month will be charged for each started month until payment has been made. Our invoices that are not paid by the due date will also be automatically increased with a fixed compensation of 10% of their amount.
- 7.6. Prices increases will be communicated to the Customer 30 days in advance.
- 7.7. The Customer will reimburse Edelchemie for all costs incurred in collecting overdue payments (including legal costs).
- 7.8. If a Customer fails to pay overdue payments, Edelchemie reserves the right to discontinue further provision of its Services and to make arrangements for the collection of its equipment at the Customer's location.

8. CONDITIONS

Edelchemie's delivery and sales conditions are valid above all other conditions, including those of the Customer. These conditions can only be deviated from with an express written response from Edelchemie.

9. VALIDITY

If any term or part of it is held by any court or recognized authority to be void or (partly) unenforceable, these Conditions will remain valid as to all other Terms and the remainder of the affected Term.

10. TOLERANCE

If Edelchemie or the Customer, either explicitly or implicitly, waive or show tolerance towards the enforcement of its rights under these Terms, this will not prejudice the enforcement of its rights in the future.

11. JURISDICTION

These Conditions and the Contract are exclusively governed by Belgian law. Disputes are exclusively subject to the jurisdiction of the courts of the district of Tongeren.