



GENERAL TERMS AND CONDITIONS of WasteMates B.V.

Article 1 Definitions

WASTEMATES	: WasteMates B.V. (established: De Donge 2b, 5684 PX Best) or a company affiliated to it, the user of these general terms and conditions, the seller, the contractor (de “opdrachtnemer”) and, in case of purchase (“inkoop”), the buyer or client (“opdrachtgever”);
Customer	: the (contractual) other party of WASTEMATES, the buyer, the distributor, the customer, the client (“opdrachtgever”) and, in the case of purchasing (“inkoop”), the contractor (de “opdrachtnemer”) and/or supplier. Article 13 (purchasing) uses the definition of supplier;
Supplier	: when purchasing (“inkoop”), the (contractual) counterparty of WASTEMATES, the contractor (de “opdrachtnemer”) and/or the supplier of WASTEMATES;
Product(s)	: the waste bins, products and all related products and services in the broadest sense offered and/or sold and/or delivered by WASTEMATES, and in case of purchase (“inkoop”), the purchased and/or delivered materials and all related products and services in the broadest sense;
Agreement	: the agreement between WASTEMATES and the customer and, in the case of purchasing (“inkoop”), the agreement between WASTEMATES and the contractor (de “opdrachtnemer”) and/or supplier.

Article 2 General

- 2.1 These general conditions apply to every sale, delivery, order, offer, agreement, purchase and other legal relationship between WASTEMATES and the customer, insofar as these general conditions have not been explicitly deviated from by the parties in writing.
- 2.2 These general conditions also apply to all agreements with WASTEMATES, for the execution of which WASTEMATES uses the services or products of third parties.
- 2.3 The applicability of general terms and conditions of the customer is expressly excluded, unless the parties have agreed otherwise in writing.
- 2.4 If WASTEMATES concludes agreements with the customer more than once, delivers products, purchases or makes offers, the present general conditions always apply to all subsequent agreements, deliveries, purchases or offers, regardless of whether or not they have been declared explicitly applicable.
- 2.5 If one or more provisions of these general terms and conditions are null and void or may be annulled, the remaining provisions of these general terms and conditions shall continue to apply.

Article 3 Offer/agreement/prices

- 3.1 All offers, in whatever form, are non-binding and only bind WASTEMATES if, after acceptance by the customer, WASTEMATES does not revoke the offer. Offers do not apply to subsequent orders, deliveries or agreements, unless WASTEMATES has agreed this explicitly and in writing with the customer.
- 3.2 Agreements to which WASTEMATES is a party are first deemed to have been concluded:
 - a) upon signature by both parties of an agreement drawn up for that purpose, or;
 - b) after written confirmation by WASTEMATES, via e-mail or otherwise, of an order placed by the customer, or, in the case of purchasing, after the written order by WASTEMATES to its supplier;
 - c) in the absence thereof, by the actual (delivery) of the sold products by WASTEMATES.



- 3.3 In case of verbal agreements, the WASTEMATES invoice is deemed to reflect the agreement correctly and completely, subject to complaints within 2 days after delivery of the products, or within 2 days after the invoice date, if the invoice was received by the customer earlier than the (delivered) products. For written agreements or order confirmations, complaints should also be made within 2 days after the date of the agreement or order confirmation in question, failing which the customer is bound by it.
- 3.4 The prices of its products charged by WASTEMATES are for delivery Ex Works (ICC Incoterms), in Euros, excluding VAT and other government levies.
- 3.5 WASTEMATES is entitled to pass on price increases of raw materials and other costs, for instance of packaging materials, if price changes have occurred between the time of acceptance and delivery of the products. Price changes are therefore explicitly reserved and do not give the customer the right to dissolve the agreement and/or to claim damages.
- 3.6 WASTEMATES is entitled to charge its costs or the costs of third parties, which have been charged to WASTEMATES as a result of a non-timely or incomplete take-up by the Customer, to the Customer.

Article 4 Execution of the agreement

- 4.1 WASTEMATES will execute the agreement to the best of its insight and ability.
- 4.2 The Customer guarantees the correctness, clarity and completeness of the data provided to WASTEMATES. WASTEMATES is not liable for damages, of whatever nature, because WASTEMATES has relied on incorrect, unclear and/or incomplete data provided by the Customer.
- 4.3 If the delivery is delayed or becomes impossible due to factors for which the customer is responsible, the resulting damages and costs for WASTEMATES must be compensated by the customer.
- 4.4 The customer indemnifies WASTEMATES for any claims of third parties, who suffer damages in connection with the execution of the agreement and which damages are attributable to the customer.
- 4.5 In case of force majeure to delivery, there is no obligation for compensation of damages by WASTEMATES.
- 4.6 If the customer fully or partially cancels a concluded agreement and/or given order, he is obliged to reimburse WASTEMATES for all costs reasonably incurred in view of the execution of this agreement and/or order, the work of WASTEMATES and the loss of profit by WASTEMATES, plus VAT.

Article 5 Delivery

- 5.1 Stated delivery times are approximate and are not to be considered as deadlines ("fatale termijn"). If a term is exceeded, the customer should give WASTEMATES written notice of default and grant it a reasonable term. Exceeding the delivery time thus does not oblige WASTEMATES to pay damages and does not give the customer the right not to fulfil or to suspend his obligations ensuing from the agreement, including to pay WASTEMATES.
- 5.2 WASTEMATES determines the way in which and by whom the products are transported, on the Customer's instructions, unless otherwise agreed in writing. If the customer requests a different mode of transport, the additional costs thereof are for the customer's account.
- 5.3 If WASTEMATES needs data from the customer as part of the execution of the agreement, the delivery time will start after the customer has provided these to WASTEMATES.



- 5.4 The customer is obliged to take delivery of the products at the moment WASTEMATES delivers them or has them delivered to him, or at the moment they are made available to him according to the agreement.
- 5.5 If the customer refuses to take delivery, WASTEMATES is entitled to store the products for the account and risk of the customer. If the customer does not take delivery within 2 working days afterwards, WASTEMATES is entitled to claim fulfilment of the agreement, or to dissolve it, all this without prejudice to its other rights, including WASTEMATES' right to compensation of the customer's full damages.
- 5.6 Costs of re- or post-delivery are for the customer's account. WASTEMATES is entitled to deliver the products in parts. WASTEMATES is entitled to invoice partial deliveries separately.
- 5.7 The risk of loss of or damage to the delivered products shall pass to the customer at the moment the products are legally and/or actually delivered to the customer and thereby brought under the control of the customer or a third party to be designated by the customer - including the carrier.
- 5.8 If WASTEMATES takes care of transport or storage of the products, which are the object of the agreement, this will take place entirely at the Customer's expense and risk, unless otherwise agreed in writing.

Article 6 Defects, examination, complaints

- 6.1 The Customer is obliged, at the moment of delivery or redelivery, to examine the delivered products, or have them examined, for completeness regarding the order and for defects, transport damage and deviations. Complaints (understood to mean: submitting one or more complaints to WASTEMATES in writing) about incompleteness, visible defects, transport damage and other deviations must be noted on the waybill/packing note and reported to WASTEMATES (info@wastemates.com) no later than 24 hours after the (dis)delivery, in default of which the delivered products will be deemed to have been properly (dis)delivered.
- 6.2 Complaints about any (other) defects, which occur after delivery, must be reported to WASTEMATES (info@wastemates.com) by e-mail within 5 working days, after the defect was discovered or the customer should reasonably have discovered it.
- 6.3 Complaints about the invoice must be made within 5 days of the invoice date, by e-mail to WASTEMATES (info@wastemates.com).
- 6.4 After expiry of the complaint periods specified in these general terms and conditions, the customer shall be deemed to have approved the products delivered or the invoice, as the case may be. Any right to further complaints, replacements, repairs, damages, etc. shall then lapse.
- 6.5 Complaints do not suspend the Customer's payment obligation. If the customer wishes to return defective products, this will only be done with the prior written consent, by email or otherwise, of WASTEMATES.
- 6.6 The following situations can never give rise to any legitimate claim or liability on the part of WASTEMATES:
 - minor deviations in colour, weight, size and quality or those customary in the trade;
 - clerical errors mentioned in the offer/price list;
 - defects due to not observing instructions or regulations from or on behalf of WASTEMATES, or due to actions or omissions of the customer in violation of the due care to be observed with regard to the (delivered) products;
 - defects due to other than normal foreseen use of the products;
 - defects due to improper storage or (other) use of the products in a non-original state;
 - changing or combining the products or use thereof in violation of any locally applicable legal regulation or permit and with regulations and manuals from or on behalf of WASTEMATES.



- 6.7 If a complaint regarding the (delivered) products is deemed valid by WASTEMATES, WASTEMATES will adjust, repair, replace or reimburse the faulty delivered products to the customer, or reimburse the invoice value (excluding VAT) of the delivered faulty products to the customer, all this at the exclusive choice of WASTEMATES, all this with due observance of the provisions in article 10 ("Liability") of these general conditions.

Article 7 Payment

- 7.1 Unless otherwise agreed in writing, payment of WASTEMATES' invoices must be made within 14 days of the invoice date, without discount, suspension or settlement ("verrekening").
- 7.2 At all times, WASTEMATES has the right to demand full or partial prepayment and/or otherwise obtain (a form of) security for payment (such as, for example, in the form of a bank guarantee, surety, guarantee by a third party, etc.).
- 7.3 If no timely payment is received, the customer shall owe interest on the invoice amount of 1% per month from the due date to the day of payment without further notice of default.
- 7.4 The entire invoice amount is immediately and integrally due and payable if an agreed term is not paid punctually on the due date, as well as if the customer's bankruptcy is requested, if the customer becomes bankrupt, requests and/or obtains a (provisional) suspension of payment, the legal debt rescheduling arrangement (WSNP) is declared applicable to him and/or if any attachment is placed on the customer's goods and/or claims. If one of the above situations occurs, the customer is obliged to inform WASTEMATES of this immediately.
- 7.5 Payments made by the customer always serve first to settle the costs owed, then to settle the interest due and subsequently to settle the longest outstanding payable invoices, even if the customer states that the payment relates to a later invoice.

Article 8 Collection costs

- 8.1 If the customer is in default or absence in the (timely) fulfilment of his (payment) obligations, all reasonable costs for obtaining extrajudicial satisfaction shall be borne by the customer. The collection costs amount to at least 15% of the invoice amount due (principal sum ex VAT), with a minimum amount of € 350.00 and further at least the legally permitted collection costs.
- 8.2 All judicial and execution costs reasonably incurred in connection with the customer's non-performance or late performance of his (payment) obligations shall be borne by the customer.

Article 9 Retention of title

- 9.1 All products delivered by WASTEMATES remain the property of WASTEMATES until the customer has fulfilled all obligations from all agreements made with WASTEMATES.
- 9.2 The customer is not authorised to pledge or encumber the products subject to retention of title, to resell them to customers or to trade them in any other way, other than in the ordinary course of business or unless the parties have agreed otherwise in writing.
- 9.3 If third parties seize the items delivered under retention of title or wish to establish or assert rights to them, the customer is obliged to inform WASTEMATES of this as soon as possible.
- 9.4 The customer must insure ("verzekeren") the products covered by the retention of title at their sales value. The damages paid out by the insurer take the place of the aforementioned products and belong to WASTEMATES.



- 9.5 In the event that WASTEMATES wishes to exercise its ownership rights indicated in this article, the customer already now gives unconditional and irrevocable permission to WASTEMATES or third parties to be appointed by it to enter all those places where the properties of WASTEMATES are located and to take back the products, to which the customer will cooperate where necessary.

Article 10 Liability

- 10.1 Apart from the provisions in article 6.7, the customer has no claim on WASTEMATES due to defects in or regarding the products delivered by WASTEMATES. Therefore, WASTEMATES is not liable for any direct and/or indirect damages, including personal and property damages, immaterial damages, consequential damages (lost income, stagnation damages, etc.) and any damages, resulting from any cause whatsoever, unless it is a matter of intent or deliberate recklessness (gross negligence) on the part of WASTEMATES. In this and the other provisions of this article 10, WASTEMATES also includes its employees and any third parties engaged by WASTEMATES or by the customer in the execution of the order, agreement or in the installation of the products.
- 10.2 Damage to the products caused by damage or destruction of the packaging after delivery is at the customer's expense and risk.
- 10.3 WASTEMATES is not liable for damages resulting from:
- not or not correctly and/or not completely following the instructions and/or instructions for use given by WASTEMATES or explicitly stated on or in the packaging of products or otherwise;
 - repackaging or re-packaging the products;
 - using or reselling the products in other than their original condition;
 - discrepancies, damages, errors and defects that have gone unnoticed in customer-approved products;
 - damage resulting from the customer's failure to comply with the legal obligations, standards or mandatory (government) approvals applicable locally (in the Netherlands or abroad) for the use and installation of the products;
 - the (incorrect) installation and fixing of WASTEMATES products to a substrate, which is the responsibility of the customers / buyers of WASTEMATES or of its distributors.
- 10.4 In all cases in which WASTEMATES is obliged to pay damages, these will never be higher than the invoice value (excluding VAT) of the delivered products in connection with which or as a result of which damages were caused, insofar as the post-named insurance(s) would not provide coverage in the case in question. If the damages are covered by the (business liability) insurance of WASTEMATES, the compensation will not exceed the amount actually paid out by the insurer in the case in question.
- Without prejudice to the provisions in article 6, the customer is obliged, if he is or remains of the opinion that WASTEMATES has not executed the agreement on time, fully or properly, to notify WASTEMATES of this immediately - unless this has already happened on the basis of the provisions in article 6 - by means of a written notification to WASTEMATES (by email to info@wastemates.com) and to notify the claims based on this within one year after the date of the notification referred to above, or within one year after that notification should have been made, to enforce it in court, in default of which all its rights and claims in that respect will lapse by the expiry of the term referred to above.
- 10.5 The limitations of liability laid down in this article 10 and elsewhere in these general conditions do not apply to damages caused by intent or conscious recklessness (gross negligence) on the part of WASTEMATES.

Article 11 Personal data protection



- 11.1 To the extent that WASTEMATES processes personal data within the meaning of the General Data Protection Regulation ("AVG") ("Personal Data") in the context of the agreement, WASTEMATES determines the purpose and means of the data processing, and thus acts as a data controller within the meaning of the AVG.
- 11.2 WASTEMATES may process Personal Data regarding and/or provided by the customer, among other things (i) in the context of the agreement, (ii) in the context of complying with legal obligations resting on WASTEMATES, (iii) in connection with supporting the services provided by WASTEMATES to the customer, (iv) in connection with being able to approach the customer and/or persons working at/for the customer with information and with services of WASTEMATES and third parties.
- 11.3 Processing of Personal Data by WASTEMATES in the context of the activities as mentioned above in Article 11 paragraph 2 takes place in accordance with applicable laws and regulations in the field of the protection of personal data ('Privacy legislation'), which includes the AVG and the General Data Protection Regulation Implementation Act ('UAVG').
- 11.4 The customer has an independent duty to comply with the Privacy Law. The customer guarantees the lawfulness of the provision of the Personal Data to WASTEMATES and, in doing so, observes all legal obligations that rest on the customer in accordance with the Privacy Legislation, including the obligation to inform data subjects about the provision of their Personal Data to WASTEMATES and the processing thereof by WASTEMATES in the context of the agreement.
- 11.5 The customer shall, if requested by WASTEMATES, without unreasonable delay, provide all cooperation and information to comply with the Privacy Law, including but not limited to information and cooperation in relation to exercise of rights of data subject and possible breaches related to Personal Data.
- 11.6 The customer shall indemnify WASTEMATES in respect of all third-party claims arising from or related to the customer's non-compliance with the Privacy Law. The indemnification also relates to all damages and (litigation) costs that WASTEMATES suffers or incurs in connection with such a claim.

Article 12 Intellectual property and copyright

- 12.1 Without prejudice to the stipulations in these general conditions, WASTEMATES reserves the rights and powers that belong to WASTEMATES on the basis of intellectual property law and the Copyright Act ("Auteurswet") regarding, among other things, the products, names, brands, trade and domain names, images, packaging, instructions for use, etc.
- 12.2 The customer is only entitled to use the rights referred to in article 12.1 after prior written permission from WASTEMATES, in which case the customer will comply with WASTEMATES' instructions to use them.

Article 13 Procurement

- 13.1 The dates and terms agreed upon in writing between WASTEMATES and the Supplier (also in the case of partial deliveries) are binding.
- 13.2 The supplier guarantees that the industrial property rights of third parties (e.g. trademark or patent rights) are not violated by his delivery or their use by WASTEMATES. WASTEMATES may withdraw from the agreement or claim damages in the event of such infringements of industrial property rights.
- 13.3 Delivery shall be DDP (ICC Incoterms). Unless otherwise agreed in writing, the place of destination is WASTEMATES' address, as stated in WASTEMATES' written order. The benefit and risk shall pass to WASTEMATES when the goods are handed over at the destination.



- 13.4 The supplier guarantees that the goods have no defects affecting their value or suitability, that they possess the guaranteed characteristics and that they correspond to the agreed performance and specifications. The supplier is obliged to observe the applicable legal, official and other regulations, directives and other standards in the relevant valid version for its deliveries, work and services.
- 13.5 Before shipment, the supplier must check whether the quantity and quality of the goods are in accordance with the agreement. WASTEMATES reserves the right to subject deliveries to an inspection/check. WASTEMATES is entitled to limit the inspection of the goods to a visual check. In particular, WASTEMATES is not obliged to check the quality of the packaging materials, raw materials and bulk goods and/or of the equipment, components and software. Such a check can also only take place during the processing or use of the delivered goods.
- 13.6 Without prejudice to other legal claims, in case of a guarantee claim, WASTEMATES is in any case entitled to demand repair, replacement delivery, dissolution or price reduction at its own discretion. In addition to the above claims, WASTEMATES can claim compensation for the damages and costs caused by the defect (in particular analysis costs, consequential damages, loss of profits, etc.). The claim for compensation by WASTEMATES does not require fault (“schuld”) on the part of the supplier.
- 13.7 WASTEMATES has the right to suspend the payment of the agreed fee in full or in part, until, insofar as WASTEMATES requires repair or substitute delivery, 1) the supplier has fulfilled his obligation to repair the defect or to substitute delivery without defects, or 2) the factual situation regarding revocation, reduction and compensation with binding effect has been clarified. If this is not, not timely and/or not sufficiently fulfilled by the supplier, WASTEMATES is entitled to set off (“verrekening”) what it would have to pay against the compensation agreed with the supplier.
- 13.8 The supplier qualifies under Dutch law as the producer of the goods delivered to WASTEMATES and indemnifies WASTEMATES against any product liability, insofar as the product liability claim is caused by a defect in the goods or goods for which the supplier is responsible. If requested, the supplier must prove that the product liability risk is sufficiently covered by insurance.
- 13.9 The supplier indemnifies WASTEMATES against all third-party claims for compensation of damages suffered in connection with a guarantee claim, an (other) shortcoming of the supplier in the fulfilment of his obligations under the agreement with WASTEMATES or an unlawful act of the supplier towards WASTEMATES.
- 13.10 The prices are fixed and in accordance with DDP (ICC Incoterms), unless otherwise agreed in these general terms and conditions, which shall prevail in case of conflict. The agreed price covers all costs and expenses incurred by the supplier in the execution of the contract.
- 13.11 Payments by WASTEMATES take place independently of an inspection of the delivery. Payments by WASTEMATES therefore do not imply recognition of quantity and quality. The legal claims of WASTEMATES in this connection remain in full force even after payment of the delivery.
- 13.12 Unless otherwise agreed, payment will be made 30 days after WASTEMATES receives the invoice, but at the earliest 30 days after receipt of the goods at the place as agreed.



Article 14 Disputes

The competent judge of the District Court of East Brabant is exclusively competent to take cognisance of disputes, unless rules of imperative law oppose this. Nevertheless, WASTEMATES has the right to submit the dispute to the judge competent according to the law or to a Board of Arbitration.

Article 15 Applicable law

Any agreement between WASTEMATES and the customer (and in case of purchase (‘inkoop’): the supplier) is exclusively governed by Dutch law. The Vienna Sales Convention is explicitly excluded.

Article 16 Filing general terms and conditions at the Chamber of Commerce / publication on website

These general terms and conditions have been filed at the offices of the Chamber of Commerce and are also published on our website <https://www.wastemates.eu/>