

**GENERAL SALES CONDITIONS
DEN OUDEN GROEP**

I GENERAL PART

1. GENERAL

1.1 The following definitions are used in these Conditions:

- *"Den Ouden"*: Den Ouden Groep B.V. and/or one or more of its work companies, having its registered office and residing at Hermalen 7, 5481 XX Schijndel. (¹)
- *"Client"* or *"Customer"*: each natural person or legal entity with whom/whom Den Ouden negotiates on an Agreement.
- *"Quote"* or *"Offer"*: the written documentation in which Den Ouden makes a price offer.
- *"Request"*: the request for an Offer.
- *"Agreement"*: each Agreement concluded between Den Ouden and the Client, each addition thereof and/or changes therein, and all (legal) activities for the preparation and the performance thereof.
- *"Parties"*: Den Ouden and Client/Customer jointly.
- *"Products"*: all products, whatever name, which should be supplied by Den Ouden.
- *"Services"*: all services performed by Den Ouden.
- *"Conditions"*: these general terms and conditions.

1.2 If the Agreement specifically relates to the delivery of products, then in addition to the GENERAL PART (I) that stated in the SPECIAL PART *SALES AND DELIVERY* (II A) applies.

1.3 If the Agreement specifically relates to the rendering of services, then in addition to the GENERAL PART (I) that stated in the SPECIAL PART *SALES AND DELIVERY* (II A) applies.

2. APPLICABILITY

2.1 These Conditions apply to any Quote/Offer of Den Ouden and each Agreement Den Ouden concludes with a Client/Customer or performs.

2.2 Deviations of these Conditions are only binding to Den Ouden if and insofar as these are confirmed in Writing by Den Ouden and only for the Offers and Agreements to which they apply. These Conditions remain applicable in force to the other Offers and Agreements.

2.3 The General Terms and Conditions of the Client/Customer, under any name, are explicitly not applicable to a Quote/Offer of or an Agreement concluded with Den Ouden.

2.4 In the event the Conditions and an Agreement would contain conflicting clauses, then the Agreement prevails.

3. CONCLUDING THE AGREEMENT

3.1 Any Quote/Offer made by Den Ouden is free of obligation, even if the Quote/Offer includes an acceptance period.

3.2 Each Quote/Offer can be changed or added to at all times by Den Ouden.

3.3 A Quote/Offer is made on the basis of the legislation and regulation as it applies at the time the Quote/Offer is made.

3.4 An Agreement concluded by Den Ouden and the Client/Customer is only concluded once Den Ouden has signed the Agreement.

3.5 Unless otherwise is agreed, the circumstance that Parties regularly issue assignments to each other never results in a duration agreement arising between the Parties that must be terminated by the Parties.

4. PRICES/FEES

Supply of Products

4.1 The prices listed by Den Ouden are denominated in euro and excluding the VAT due.

4.2 Den Ouden is at all times authorised to increase the prices quoted in its Quote/Offer and Agreement, if the costs for Den Ouden increase as a result of circumstances beyond its control. This is for example the case in the event of increased salary costs, energy prices, processing prices and any levies, taxes and surcharges (to be) imposed by law.

Rendering of Services

4.3 Den Ouden is authorised at all times to change its fees. In the event of a salary or price measure made by or pursuant to the law, then the fee change can commence on the first day of the month following the month in which the measure was taken.

4.4 Fee increases will be notified to the Client in writing and are calculated on the activities performed later on.

5. PAYMENT

5.1 Unless otherwise is agreed, then the payment of expense sheets/invoices is done within 30 (thirty) days after the date of the invoice.

5.2 Den Ouden is free to send invoices for advanced payments.

5.3 Den Ouden is authorised to demand surety for the compliance of the obligations of the Client/Customer on the basis of the Agreement by way of an unconditional and irrevocable financial surety issued by institutions accepted by Den Ouden. The costs of the financial surety are payable by the Client/Customer.

5.4 In the absence of a payment within the stipulated period, the Client/Customer is immediately in default.

5.5 If Den Ouden, whether or not after written summons, did not receive a payment, it is authorised to forward the claim and the related costs, plus VAT, and are all extra costs payable by the Client/Customer. Furthermore, the Client/Customer must pay all other costs incurred by Den Ouden to collect its claim.

¹ The following work companies currently form part of the Den Ouden Groep B.V.: Den Ouden Aannemingsbedrijf B.V.; Den Ouden Materieel B.V.; Den Ouden Groenrecycling B.V.; Den Ouden Regionaal Overslag Centrum B.V.; Ferm O Feed B.V.; Bodac B.V.; DO Wood Chips B.V., Combinatie Afvalzorg & Den Ouden VOF

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5.6 Payments of the Client/Customer are always first deducted from the costs and interest due (in this order) and then deducted from the main sums, whereby old claims take precedence over new claims.

6. TERMINATION

6.1 Den Ouden is always authorised to terminate the Agreement intermediately by way of a written notification to the supplier provided a sufficiently serious reason is provided.

6.2 A serious reason is considered as such in the event of government measures of such a nature than the unaltered maintaining of the Agreement cannot be demanded under the principles of reasonableness and fairness or if the Client/Customer does not hold the required licenses.

6.3 If the Client/Customer fails to comply with the Agreement, or is reasonably expected to no longer be able to comply with its obligations, as well as in the event of bankruptcy, suspension of payment or in the event of termination, liquidation or takeover or a similar situation of the company of the Customer, then the Client/Customer is legally in default and Den Ouden has the right to terminate the Agreement, in part or in full, by way of a written notification to the Client/Customer.

6.4 As such, Den Ouden is not liable to pay any damages to Client/Customer or a third party and maintains the rights it holds in respect of payment of damages, penalty and compliance. All claims Den Ouden holds on the Client/Customer upon termination of the Agreement are immediately payable in full plus the costs of debt collection.

7. FORCE MAJEURE

7.1 Den Ouden is not in default and the Client/Customer is not liable to payment of any damages if the compliance of the obligations is obstructed due to a non-attributable shortcoming in the compliance (force majeure). A not attributable shortcoming includes, but is not limited to, war or hostilities, riots or civil unrest, flooding or other natural disasters, nuclear disasters or other doom, blockages, strikes, business disruptions, accidents, fire, processing ban issued by the government, excessive sick leave or if Den Ouden does not receive a performance of a third party, essential for the Product to be supplied by Den Ouden, or does not receive it on time or correctly.

7.2 Insofar as a shortcoming is involved in the obligation of the Client/Customer that cannot be attributed to it (force majeure), the supplier is not obliged to pay a penalty and/or damages provided the Client/Customer has immediately informed Den Ouden of the shortcoming and the cause thereof by way of registered letter.

7.3 When the force majeure situation takes longer than 30 days, Den Ouden is authorised to dissolve the Agreement without legal intervention and without any entitlement to payment of penalty or damages to the Client/Customer.

8. CONFIDENTIALITY AND USE AS REFERENCE

8.1 The Client/Customer will keep confidential all information that it has become aware of, directly or indirectly, in respect of or about Den Ouden and of which it is clear that it is confidential, or of which it should reasonably be aware of the confidentiality. This obligation does not apply - the burden of proof thereof is held by the Client/Customer - with regard to information that:

- (a) the Client/Customer was already aware of, unless this information was provided under confidentiality.
- (b) was legally collected by the receiving party independent of the providing party;
- (c) is public knowledge.

8.2 The Client can never use the Products jointly acquired or developed with Den Ouden for the benefit of third parties without the written permission of Den Ouden.

8.3 The Client/Customer cannot give any form of publicity to the performance of the Agreement without prior written permission of Den Ouden.

8.4 Den Ouden is authorised to use the assignment as reference.

9. VIOLATION

9.1 The Client/Customer will refrain from violating (intellectual and industrial) property rights or other rights of Den Ouden.

10. TRANSFER

10.1 Den Ouden is always authorised to transfer its legal relations under this agreement to a third party, for which the Client/Customer hereby grants its permission.

10.2 The Client/Customer is not permitted to transfer the rights and obligations resulting for him from an Agreement, in full or in part, to third parties without prior Written permission of Den Ouden. This provision has a property law and contract law effect.

11. CONVERSION

11.1 If any provision of these Conditions are cancelled or nullified, this does not affect the validity of the other provisions. Parties are deemed to agree a legally valid provision that is as similar to the content and nature of the cancelled or nullified provision.

12. TRANSLATION

12.1 These Conditions were originally drawn up in the Dutch language and translated in English, French and German. In the event of uncertainties and differences of interpretation and/or explanation of these Conditions, the Dutch language version takes precedence over the translations.

13. DISPUTES

13.1 Any disputes resulting from the legal relations between the Parties will be assessed pursuant to Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.

13.2 Unless otherwise stated in an Agreement, any disputes will exclusively be brought before the District Court in 's-Hertogenbosch.

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14. REMAINING PROVISION

14.1

De Ouden is authorised to amend these General Terms and Conditions unilaterally. The changes will take effect on the announced effective date, except with regard to the Agreements concluded before that date. Den Ouden will send the amended Conditions to the Client/Customer on time. If no effective date has been notified, then the changes will take effect on the Client/Customer as soon as he is made aware or notified of the change, except with regard to the Agreements concluded before that date.

*** (Part I)

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II A SPECIAL PART SALES AND DELIVERY

In addition to the provisions listed under I of these Conditions, the sales and supply of Products by Den Ouden are subject to the provisions under IIA of these Conditions. In the event of any conflicting clauses under I and the provisions under IIA, then the provisions under IIA shall take precedence.

15. DEFINITIONS

15.1 The following definitions are used in these Conditions:

- *"Fuel"*: Residual substances used for the purposes of energy recovery.
- *"Building material"*: Residual substances used for the purposes as raw material in end products.
- *"Compost"*: product, including black Soil that fully or partially consists of one or more organic Residual substances that are broken down with the aid of micro-organisms and transfers into a final product that is stable enough so that only slow break down of humus connections.
- *"Ground cover"*: Product for the green sector, bio filtration and/or professional agriculture and horticulture, consisting of wood, bark, cocoa shells, mulch, coconut or a combination of those substances.
- *"Soil improver"*: soil improver for the green sector, roofs and/or professional agriculture and horticulture, consisting of soil, earth, sand, loam, clay, peat, compost, granulate, perlite, stone or a combination of those substances.
- *"Fertiliser"*: Fertiliser pursuant to the Fertiliser Act dated 27 November 1986 and the subsequent (performance) decisions or any future revised (Implementation) decrees.
- *"Residual substances"*: all organic substances or objects that are not waste, building material or unprocessed animal Fertiliser.
- *"(processing) location"*: a company site of Den Ouden or a location of Den Ouden where waste substances are processed and used and/or are stored or transferred.

16. DELIVERY

16.1 Den Ouden provides the Client with Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products upon request of the Client.

16.2 Unless otherwise agreed, the Client must purchase the Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products on the agreed date.

16.3 Den Ouden will deliver DDP (delivered duty paid, Incoterms 2010) at the agreed price, if possible on the agreed time and within the agreed period.

16.4 The delivery times are provided as an indication. The indicated delivery times can never be regarded as a deadline, unless otherwise is explicitly agreed. Den Ouden is always authorised to supply the Products to the Client before the indicated delivery time.

16.5 Exceeding the delivery time does not oblige Den Ouden to pay any compensation. Client can declare Den Ouden in default in writing by way of registered letter after an exceeding of the delivery time, thereby stating a last (reasonable) delivery period. If no delivery is made within the period given, then the Client has the right to dissolve the Agreement, unless Den Ouden is subject to a force majeure (see article 7 of these Conditions). However, the Client can never claim any payment of penalty or damages.

16.6 A delivery includes the delivery of all the accompanying accessories and the documentation such as for example test certificates, drawings, quality, inspection and guarantee certifications and instruction books and manuals.

16.7 The Client confirms that he has all the information by which the Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products can be used and applied. The Client explicitly confirms that he is aware that the Compost and/or Soil improvers supplied by Den Ouden are a composite product of organic substances, which means that these could naturally contain bacteria, seeds, sprouts, fungus and other organisms due to the nature and origin of those substances. The Client guarantees that he forwards all the information regarding the use and applicability of the Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products supplied by Den Ouden to its Clients to whom/whom he transfers the Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products supplied by Den Ouden.

16.8 In the event that the Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products supplied by Den Ouden across the Dutch border is regarded as waste material, then the EVOA applies. The Parties declare to sufficiently and swiftly comply with the obligations as stated in this Decree, including but not limited to the following of a notification procedure by Den Ouden and the Client.

16.9 Unless otherwise is explicitly agreed, Den Ouden will comply with the Implementation Decree Fertilizers Act and the Decree on the use of Fertilizers. The Client will comply with all obligation and application requirements imposed by these rules, particularly with regard to standards of use.

17. RETENTION OF TITLE

17.1 Notwithstanding that stated in article 16 with regard to the transfer of risk, the ownership of the supplied Product only transfers to the Client as soon as it has complied with his payment obligations as they apply to the delivery under the Agreement, including the compliance with any payment of damages, costs, interest and penalty, even if surety is provided for the payment.

17.2 The Client is not authorised as long as he has failed to comply with the above mentioned payment obligations, to establish any non-possessory right of pledge on the Products delivered by Den Ouden for the benefit of third parties, or to loan or rent out these Products or to give it out of its control in any way or under any title, with the exception of that stated in article 3 of this article. In the event that the delivered Products are seized by a third party, regardless of the reason, then the Client must immediately inform Den Ouden thereof in writing.

17.3 The Client is permitted, for as long as he has not complied with the above mentioned claims, to use the Products within his normal business operations, to process or resell them, in the understanding that Den Ouden holds the rights of the Client with regard to its client(s) until the Client has fully paid the Products. The above mentioned rights explicitly include all claims to these clients. The Client will then transfer these rights to Den Ouden insofar necessary, which Den Ouden hereby accepts in advance.

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- 17.4 If the Client fails to comply with his obligations or there is a substantiated fear that he will not be able to do so, Den Ouden is authorised to remove the delivered Products that are subject to the retention of title referred to in the first subsection of this article from the Client or third party/parties or to have them removed. The Client must provide its full cooperation subject to a penalty of 15% of the (invoiced) amount payable by him per day or a part thereof.
- 17.5 The Client will upon first request of Den Ouden:
- take out an insurance for the Products subject to retention of title and keep them insured against fire, explosion and water damage, theft and to make the policy of this insurance available to Den Ouden;
 - to pledge all claims that the Client holds on insurers with regard to the Products delivered subject to a retention of title to Den Ouden pursuant to article 3:239 Dutch Civil Code;
 - to pledge all claims that the Client obtains with regard to his clients upon reselling the Products delivered subject to a retention of title to Den Ouden pursuant to article 3:239 Dutch Civil Code;
 - to immediately notify the names and addresses of all third party to whom/which he has delivered the Products subject to a retention of title, as well as any rights he has obtained with regard to that resale in respect of that third party.
- 17.6 If the Client continues to be in default in providing cooperation as stated in subsection 5 after a summons of Den Ouden, then he must pay a penalty, payable immediately, of 25% of the outstanding claim on the Client, as well as an immediately payable penalty of 5% of the outstanding claim for each subsequent day the default of the Client continues, notwithstanding the other rights of Den Ouden.
- 18. COMPLAINTS**
- 18.1 The Client is authorised to inspect the Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products within an agreed period of time. If the parties have not agreed a period, then the inspection must be done with adequate speed, though no later than within 5 (five) working days after receipt. In the event of a rejection, the Client must immediately inform Den Ouden thereof, in the absence of which the right of the Client will lapse. The Client must provide Den Ouden with a reasonable time to repair the complaint expressed by the Client.
- 18.2 Rejected Fuel, Building materials, Compost, Ground cover, Soil improvers, Fertiliser or other Products are returned to Den Ouden at cost of Den Ouden or are held by the Client until Den Ouden states how to deal with the delivered Products. Any storage is done for account and risk of the Client.
- 18.3 Complaints regarding invoices must be sent in writing in a substantiated registered letter to Den Ouden within 8 (eight) days after the date of invoice; failure to do so will cancel the rights of the Client.
- 18.4 Complaints as stated above under subsection 1 and 2 of this item do not suspend the Client's payment obligation.
- 19. TRANSPORT AND PACKAGING**
- 19.1 Unless otherwise has been agreed, Den Ouden is responsible for transport pursuant to the legal obligations and liabilities. It will also arrange all the required transport documents.
- 19.2 When the Client uses vehicles or containers or makes them available for the performance of any Agreement concluded with Den Ouden, the Client guarantees that these vehicles or containers comply with all the (statutory) requirements applicable in that respect. Moreover, the Client will keep the vehicles insured during the Agreement for statutory liability and all the (other) risks present.
- 20. LIABILITY AND INDEMNIFICATION**
- 20.1 Unless otherwise is explicitly agreed, Den Ouden is only liable for damage (to be) suffered by the Client if that damage is the result of a shortcoming in the compliance of Den Ouden's commitment or an unlawful act is attributable to Den Ouden.
- 20.2 Den Ouden is in no event and under no condition liable for damage (to be) suffered by the Client if that damage is the result of the manner or method used by the Client for the use or application of the Products supplied by Den Ouden. Den Ouden specifically excludes any form of liability, however it is referred to, that results from the consequences of the presence of the bacteria, seeds, sprouts, fungus and other organisms referred to in article 16.7.
- 20.3 If Den Ouden should be liable in an event as that stated in subsection 1 of this point and the insurance company of Den Ouden does not pay out or it becomes apparent that the damage is not covered, then Den Ouden is liable for the damage for up to a maximum of EUR 10,000.00 (in words: ten thousand euro) per concluded Agreement.
- 20.4 Den Ouden is never liable for business, consequential or other indirect damage the Client suffers or will suffer, including loss of profit and lost savings, except insofar as the damage is due to intent or gross negligence.
- 20.5 If Den Ouden is held liable by the Client, then only the legal entity of Den Ouden can be held liable that made the Offer or the legal entity with which the Client has concluded an Agreement.
- 20.6 The Client indemnifies Den Ouden, its employees and other legal entities or persons engaged by Den Ouden for all claims of third parties against all claims of third parties for payment of damages as well as breaches of the Client of the Agreements concluded by them and/or violations of legal regulations, unless the damage is due to the intent or gross negligence of Den Ouden, its employees and other persons or legal entities engaged by Den Ouden.

*** (Part II A)

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II B SPECIAL PART SERVICES

In addition to the provisions listed under I of these Conditions, the sales and supply of Products by Den Ouden are subject to the provisions under IIB of these Conditions. In the event of any conflicting clauses under I and the provisions under IIB, then the provisions under IIA take precedence.

21. DEFINITIONS

21.1 The following definitions are used in these Conditions:

- *"Advisory activities"*: activities such as the providing of advice, the design of performance activities, the drawing up of specification with accompanying drawings or similar activities and each addition thereon and/or change thereof.
- *"Performance of works"*: performance activities performed by Den Ouden.

22. APPLICABILITY GENERAL TERMS AND CONDITIONS

22.1 All the advisory activities performed by Den Ouden are subject to 'The New Regulations 2011' (hereafter referred to as: DNR 2011). The activities that relate to the performance of works are subject to the 'Uniform Administrative Conditions 2012' (hereafter UAV), unless the Quote issued by Den Ouden Groep states otherwise.

22.2 The Principal is deemed to be aware of the DNR 2011, and the UAV and any appendices. These Conditions, DNR 2011 and the UAV are published and available on the website www.denoudengroep.com & www.bodac.nl where they can be printed or downloaded. Den Ouden will immediately make the DNR 2011 and/or the UAV plus any appendices immediately available to the Client upon request, at no cost.

22.3 In the event of any conflicting provisions between these Conditions and the DNR 2011 and/or the UAV, then these Conditions prevail.

23. COOPERATION WITH THIRD PARTIES

23.1 If Den Ouden, pursuant to that stated in article 6 of the DNR 2011, works with one or more other advisory agencies, architects or other third parties upon request of the Principal, then Den Ouden will not be liable for the part of the assignment performed by the third parties, unless and insofar as Den Ouden has explicitly accepted this liability in writing. The Principal is in those cases responsible for the information provided by these third parties to Den Ouden.

23.2 If Den Ouden engages one or more other bureaus or experts as part of the performance of the assignment it receives, then Den Ouden will be liable for the part of the assignment performed by this third party insofar as Den Ouden is liable to that third party.

24. SINGLE WORKSITE INSURANCE POLICY

24.1 Den Ouden will not take out a single worksite insurance policy for the work, unless otherwise is explicitly agreed. Den Ouden will recommend the Principal to take out a single worksite insurance policy or a similar policy for the works if possible.

24.2 If an insurance is concluded as referred to above, the Principle agrees to have Den Ouden included as jointly insured in the policy under primary cover.

25. ACTIVITIES IN THE FIELD

25.1 The Principal must grant or obtain permission for entering the plots necessary for the performance of the activities, research and inventory performed in the field. Any damage arising for Den Ouden as a result of the absence of permission or late permission is payable by the Principal.

25.2 Den Ouden is not liable for damage, regardless of the cause, to property of the Principal or third parties during or in relation to the performance of its activities, unless this involves intent or gross negligence of staff employed by Den Ouden.

25.3 The Principal will indemnify Den Ouden against any claims of third parties with regard of the above mentioned damage.

26. PROVIDING DOCUMENTATION, SENDING AND USE OF DOCUMENTATION

26.1 The Principal guarantees that the information provided by him is always provided on time, is complete, current and correct. Costs resulting from delays in the provision of this data and in the general stagnation beyond the control of Den Ouden are payable by the Principal.

26.2 Documents and other data carriers (including drawings) are sent by Den Ouden at the risk of the Principal.

26.3 The reports, overviews, documents, cost compilations etc. can only be used by the Principal for the purpose for which they were drawn up.

26.4 The Principal is exclusively authorised to make (inspection) reports available to third parties, provided this is explicitly agreed upon in writing.

27. SUPERVISION

27.1 If the assignment means that Den Ouden supervises the performance of certain activities, without this involving daily supervision, then Den Ouden can only be liable for the periods during which it actually supervised the activities pursuant to the assignment.

28. LIABILITY

28.1 The liability of Den Ouden under the DNR 2011 and under the UAV is limited to (no more than) the amount that is paid out in respect of this case by the insurer of Den Ouden.

28.2 Furthermore, the liability of Den Ouden with regard to the performance of activities as part of the DNR 2011 is limited to the nature and scope within the meaning of the DNR 2011 and as part of the UAV to the assignment sum, whereby a maximum of EUR 1,000,000 applies.

28.3 The Principal is liable for damage of third parties if reports/documentation is not used by the Principal for the purposes for which the Agreement was concluded by the Parties.

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29. STAFF

29.1 The Principal agrees not to employ any staff involved with the performance of the assignment or to engage their services in any way, for the period of the performance of the assignment and, in deviation of article 12 subsection 6 DNR 2011, within a year after the termination thereof, unless Den Ouden has given its permission. If the Principal violates this rule, it must immediately pay a penalty amounting to the gross annual salary of the relevant employee, notwithstanding the right to claim the damage actually suffered.

30. DATA APPROVAL

30.1 The documentation or other data carriers (including drawings) sent by Den Ouden to the Principal are deemed to have been approved by the Principal when the Principal has not explicitly notified Den Ouden in writing to the contrary within two weeks after the date it was sent.

*** (Part II B)