

## General Terms and Conditions

- 🏢 By signing or accepting the quotation with the present general terms and conditions enclosed or by signing the present general terms and conditions, the customer acknowledges that he is aware of the present general terms and conditions (hereinafter “General Terms and Conditions”) and accepts them without reservation. If no quotation is drawn up, acceptance of the goods and/or services implies that the customer agrees on the present General Terms and Conditions that are available on the website of Group Op de Beeck: <https://www.groupopdebeeck.com>.
- 🏢 Provisions that are stipulated in the customer’s general terms and conditions and that are contrary to or different from the conditions stated below, shall be considered as unwritten and inexistent.
- 🏢 Our quotations are without obligation and entirely non-committal. Except if a contract agreement is concluded our quotations shall be valid for only 30 days.
- 🏢 The agreement is concluded once the quotation from Group Op de Beeck Materials & Treatment NV is signed by the customer or once the order is confirmed in writing by Group Op de Beeck Materials & Treatment NV. A signed quotation or a written order confirmation is deemed to represent the integral content of the agreement.
- 🏢 Group Op de Beeck Materials & Treatment NV never guarantees that deliveries or collections will be carried out on the dates stated and consequently only has an obligation to use best endeavors. Group Op de Beeck Materials & Treatment NV shall only be liable for proven damages resulting from delays in delivery or collection up to a maximum amount of 10% of the invoice amount relating to the delivery or collection concerned.
- 🏢 Our invoices are payable 30 days as from date of invoice by transfer into one of our bank accounts. In case of non-payment and without prior service of formal notice being necessary, an interest on arrears of 10% per year shall be charged. Apart from and in addition to the interest on arrears a fixed indemnity equivalent to 10% of the invoice amount shall be charged as well as a fixed indemnity of €40, save evidence of higher costs for collecting the invoices.
- 🏢 Invoices that are not contested by registered mail within 30 days of being transmitted shall be deemed definitively accepted and shall constitute proof of the underlying legal transaction.
- 🏢 Group Op de Beeck Materials & Treatment NV shall reserve the right to suspend the execution of an order if there is an overdue balance on the customer’s account with Group Op de Beeck Materials & Treatment NV or if the customer appears to be in financial difficulties or insolvent.
- 🏢 In the event of cancellation of the order, early termination of the agreement by the customer or if due to the customer’s fault the order cannot be executed, the damage incurred by Group Op de Beeck Materials & Treatment NV shall be estimated at a minimum of 30% of the quotation price, without prejudice to Group Op de Beeck Materials & Treatment NV being entitled to prove any higher damage or to demand that the agreement be executed. Cancellations of transports are to be communicated at least 24 hours in advance. If not the cost of a full load will be invoiced.

- Ⓜ When Group Op de Beeck Materials & Treatment NV fails to fulfill its obligations, the customer shall be entitled to demand compensation for the direct and foreseeable damage in accordance with the provisions of common law.
- Ⓜ A case of force majeure occurs when Group Op de Beeck Materials & Treatment NV, as a result of an unforeseeable circumstance, is temporarily or definitively incapable of performing one or more of its obligations. If it is a case of temporary impossibility, then Group Op de Beeck Materials & Treatment NV shall be entitled to suspend performance of its obligations as long as the situation of force majeure continues, extended with a reasonable period of reorganization. The customer shall remain bound by its own obligations and shall not be entitled to any compensation on account of the suspension. If it is a case of definitive impossibility, then Group Op de Beeck Materials & Treatment NV shall be entitled to terminate the agreement without delay. The customer shall also be exempt from its own obligations but shall not be entitled to any compensation on account of the termination. The party undergoing the situation of force majeure will immediately inform the other party of the situation, the probable duration and the specific impact thereof, as well as the measures that will be taken in order to reduce the impact thereof.
- Ⓜ The customer is responsible for the goods as from the moment they leave our premises, regardless of the method of transport used and/or at whose expense the goods are transported. No damage of any kind to the goods, during or as a result of the transport, shall be at our expense.
- Ⓜ Group Op de Beeck Materials & Treatment NV shall retain right of ownership with respect to the goods delivered until the customer will have fulfilled all of its obligations. Even in the event of the right of ownership being retained in favor of Group Op de Beeck Materials & Treatment NV, all risks relating to the goods shall be transferred to the customer as from the moment of delivery.
- Ⓜ The weight of the goods to be collected or delivered shall be established by Group Op de Beeck Materials & Treatment NV. The established weight shall be binding for the customer, even if the customer was not present at the weighing.
- Ⓜ Packed products shall always be weighed including packaging; the gross weight shall be invoiced.
- Ⓜ All complaints must be made by registered mail within 5 working days of the goods being delivered or collected.
- Ⓜ The courts of the judicial district of Antwerp, division of Turnhout, shall have jurisdiction to rule on any disputes. All agreements entered into by us shall be governed by the Belgian laws, with the exclusion of the Vienna Sales Convention.

## Acceptance Conditions

### Agreement for the suppliers of organic residuals for anaerobic digestion and/or composting

Group Op de Beeck Materials & Treatment NV, hereinafter named the processor, hereby declares to process the delivered streams in a certified installation, in compliance with all necessary precautions and in conformity with all legal provisions in this respect. The plant is located at 9130 Kallo, Molenweg Kaai 1936.

At the Kallo plant we cannot accept any residuals and/or wastes that:

- 🚫 come from more than one producer
- 🚫 come from an intermediate storage facility
- 🚫 are contaminated with undesired substances or products (originating from previous loads, if any)
- 🚫 contain traces of detergents or other disinfectants.

In addition, we would like to point out that by signing these acceptance conditions the supplier acknowledges that he is aware of these acceptance conditions and that he accepts them without reservation in order to allow for any further deliveries:

- 🚫 The supplier shall clearly define the origin of the waste stream concerned up to the initial production level. In this respect, especially the Eural code, company name and location and production process are important.
- 🚫 The offer of Group Op de Beeck Materials & Treatment NV will be checked by the supplier in terms of product name, Eural code and other specific remarks (e.g. animal origin).
- 🚫 The supplier of organic by-products and/or residuals can always indicate which were the previous loads of the truck and if requested provide an official destruction certificate.
- 🚫 The supplier takes care of all legally required and correctly filled out freight documents, dependent on the origin and the composition of the waste product.
  - 🚫 With respect to vegetable organic waste products, an identification form must be provided for transports in Belgium. For transports across the border, dependent on the product, an Annex VII (and accompanying contract) or notification document is required.
  - 🚫 With respect to animal organic waste products, an identification form and commercial document must always be provided. Recipients must be clearly tagged with a sign, indicating: "Category II: not for animal consumption" or "Cat. III: not for human consumption". This must always be specified on the CMR as well.
- 🚫 The supplier shall respect the delivery times. The plant is open on weekdays from 6am until 8pm and on Saturdays upon request. The plant is closed on Sundays and legal holidays.
- 🚫 The supplier shall observe the plant's acceptance conditions: control and registration. This means that a visual check will be carried out upon delivery and that all the freight documents (CMR and other accompanying documents) must be present when supplying the goods. In addition, all these data shall be kept in a supply register, available for inspection by the proper authorities.
- 🚫 All supplied wastes must comply with the following conditions:
  - 🚫 Be organic biological waste.
  - 🚫 Comply with Vlarema Annex 2.3.1.A. Conditions relating to composition and use as soil improver or fertilizer.
  - 🚫 Hold an added value for anaerobic digestion and/or as a soil improver/fertilizer.
  - 🚫 Supplied product streams must not contain any stones, plastic, wood, iron,... or any other foreign materials and contaminations.
  - 🚫 Supplied waste products must not contain any antibiotics or antibacterial compounds, inhibiting the anaerobic digestion.
  - 🚫 Other contaminations, not listed in Vlarema Annex 2.3.1.A are also unacceptable.

- ④ Contain a maximum concentration of S of 1000 mg/kg (ppm).
- ④ The supplier shall take care of the necessary Vlarema analysis of the input stream, including an obligatory N and P<sub>2</sub>O<sub>5</sub> analysis. Samples are preferably taken by a certified sampler. This analysis is checked against the various standards by the supplier and the processor. The processor then attests that the supplied streams comply with the standards.
- ④ If Vlarema analyses of a limited list are submitted, the approval from OVAM should also be enclosed.
- ④ By means of an agreement the supplier transfers product liability and guarantee on the composition of streams delivered by the supplier to the producer of the delivered product.
- ④ The supplier shall present a user certificate, if necessary, and shall make sure that product transport is realized in conformity with legislation.
- ④ The supplier shall take care of the necessary producer and transporter certifications, the latter if he is responsible for transport.
- ④ The supplier shall strictly follow the delivery procedure when unloading and the cleaning procedure when leaving the site. Instructions will be given at the weigh bridge. If any non-compliance will be detected in the supplied stream and this non-compliance was already there at the moment of delivery, then the supplier shall take back the product without delay and in accordance with common law the supplier shall be liable for any damage incurred by Group Op de Beeck Materials & Treatment NV as a result of this non-compliance. If the product is not taken back, the product will be quarantined after being registered in the refusal register. A sample will be taken at the supplier's expense. During the quarantine period the supplier will pay €125/ton/day.
- ④ If the supplied stream exceeds the statutory standards (Vlarema Annex 2.3.1.A), OVAM shall be informed immediately (legal obligation of the processor).
- ④ If a product is delivered without the required accompanying documents, it shall be considered as non-conform. Non-conform products will be invoiced at a processing cost of €195/ton. This product will also be subject to the quarantine procedure and the costs related thereto.
- ④ The processor is entitled to take its own samples of the product for verification of the presented analyses.
- ④ Of each delivery a sample shall be taken by the transporter and delivered to the authorized personnel of Group Op de Beeck Materials & Treatment NV.
- ④ In case of non-compliance with these Acceptance Conditions by the supplier Group Op de Beeck Materials & Treatment NV shall be entitled to recover any damages incurred as a result thereof from the supplier concerned in accordance with common law.

The supplier

The processor

Group Op de Beeck Materials & Treatment

Contact and address

Contact and address

Geert Van Dijck – Managing director  
Molenweg, havennummer 1936  
9130 Kallo

Signature

Signature

