

## Delivery Conditions

**Agreement for purchasers of Group Op de Beeck Materials & Treatment, i.e. companies processing organic residual streams by using methods such as (but not limited to) anaerobic digestion and/or biothermal drying**

- ④ The values regarding composition of the residual stream as mentioned in the quotation are indicative and represent the average composition. As the goods concerned are organic waste streams unexpected variations in composition may occur. These variations shall not constitute a basis for deriving any rights or claiming any compensation that would be mandatory.
- ④ If the dry matter content is a very decisive factor with respect to the price, any contestation of the dry matter content of the delivered product must be submitted by the purchaser in writing to Group Op de Beeck M&T within 5 working days of the date of delivery. Contestations shall only be taken into consideration when the analyses were carried out using calibrated, reliable equipment and in accordance with standard methods, and when at least 20% of the delivered loads presents a deviating value. Group Op de Beeck M&T shall always be entitled to carry out a counter-analysis.
- ④ Any values and/or analyses that may be provided on potential gas production derived from the delivered waste stream shall be purely indicative. No rights shall be derived therefrom.
- ④ Group Op de Beeck M&T shall be responsible for delivery of the legally required analyses, carried out by recognized laboratories. No rights shall be derived from the accuracy of these analyses. Group Op de Beeck M&T shall not be liable for the potential presence of certain compounds in the organic residual stream, for which there is no statutory framework.
- ④ All prices are excluding VAT and based on Incoterms 2020 DDP (Delivered Duty Paid), with an agreed place of delivery as mentioned in the quotation, except if expressly agreed otherwise. Prices are always based on a unit price per tonne.
- ④ Invoicing is based on the weighbridge data provided by the purchaser, if Group Op de Beeck M&T has no other data, eg. from the producer, available. At the first request of Group Op de Beeck M&T the purchaser shall present the weighbridge calibration data. Group Op de Beeck M&T shall always be entitled to perform a counter-weighing.
- ④ If unloading of the goods at the purchaser's premises cannot take place (in time) due to the purchaser's fault, any extra costs for transport, transshipment and/or waiting time shall be charged to the purchaser.
- ④ Upon receipt of the goods the purchaser shall guarantee a proper guidance to the unloading area and provide unambiguous unloading instructions. If these unloading instructions are followed, Group Op de Beeck M&T shall not be liable for any damage that may occur during or after unloading.
- ④ The purchaser shall also make sure that sufficient storage capacity is available for delivery of the goods. In case of insufficient storage capacity and in case of timely delivery, any extra transport costs shall be charged to the purchaser.
- ④ The purchaser undertakes to correctly complete and sign all accompanying transport documents.
- ④ The delivered goods are organic waste streams, the composition of which may vary. Any complaints relating to the delivered goods, such as, but not limited to, volume, composition, apparent defects, etc. are to be reported in writing to Group Op de Beeck M&T within 5 working days of the date of delivery. Any hidden defects shall be reported within 5 working days of the date on which the purchaser can be reasonably deemed to have noticed the defects.  
If the purchaser submits a written complaint at a later time, or once the purchaser starts processing the delivered goods in its production process, the delivered goods shall be considered accepted and the purchaser shall provide full discharge to Group Op de Beeck M&T. At that time, complaints of any kind relating to these goods shall no longer be treated by Group Op de Beeck M&T.

- Ⓢ If necessary, the delivered goods shall be recollected by Group Op de Beeck M&T in consultation with the purchaser. The goods cannot be mixed or contaminated with/by other products.
- Ⓢ The purchaser undertakes to process the delivered goods in a correct manner and in accordance with all legal and regulatory provisions in force. By accepting the delivered goods the purchaser confirms that it has all the necessary recognitions, permits, etc. that are required by the laws and regulations in force in order to be allowed to process the delivered goods. In no case whatsoever, Group Op de Beeck shall be held liable for the further process steps with the purchaser, or for application of the end products of the processing. The purchaser as such shall bear full responsibility in this respect.
- Ⓢ If the purchaser decides to appeal to third parties for the processing of the delivered goods, the purchaser shall be liable for the third party concerned. For example it shall be the purchaser's exclusive responsibility to verify if this third party has all the necessary recognitions, permits, etc. that are required by the laws and regulations in force in order to be allowed to process the delivered goods.
- Ⓢ If the purchaser and/or third party turns out not to hold the necessary recognitions, permits, etc. that are required in order to be allowed to process the delivered goods, Group Op de Beeck M&T shall reserve the right to stop the deliveries without prior service of formal notice and with immediate effect, without any kind of compensation, even if other deliveries were still scheduled under contract.  
In no way whatsoever Group Op de Beeck M&T can be held liable for any consequences that may result from the non-existence of the required permits, recognitions, etc. for example as a result of a government intervention with the purchaser or third party concerned.
- Ⓢ Either party shall treat any information that was received from the other party and that is indicated as confidential, or of which the confidential character should reasonably have been clear, as such. The content of the quotation and agreement, including but not limited to price, origin, etc. of the delivered goods, as well as the business information of Group Op de Beeck M&T shall undoubtedly be considered confidential. All obligations resulting from the confidential character of the shared information shall remain valid up to 5 years following the end of the existing agreement, i.e. the final delivery under the applicable quotation.
- Ⓢ In the event of non-compliance with these delivery conditions on the part of the purchaser, Group Op de Beeck Materials & Treatment NV shall be entitled to recover any damage incurred as a result thereof from the purchaser concerned, in accordance with common law.
- Ⓢ The present delivery conditions shall be applicable in addition to the general terms and conditions of Group Op de Beeck Materials & Treatment NV. In case of any conflict, these delivery conditions shall take precedence.

The customer

Signature

Group Op de Beeck Materials & Treatment  
Geert Van Dijck – Managing Director  
Molenweg, port number 1936  
9130 Kallo

Signature

