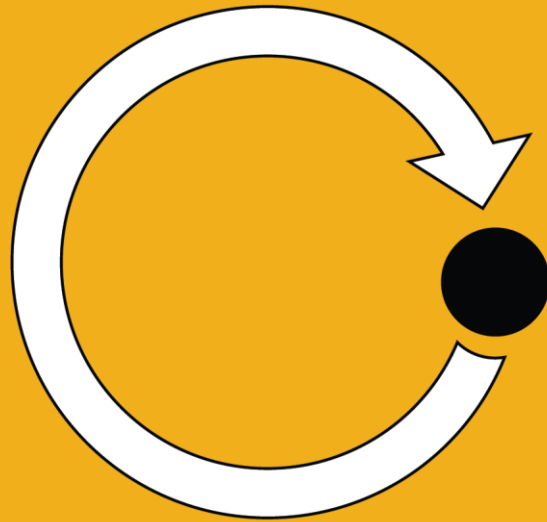


COLLIN



PARTNER IN PROCESSING
AND RAW MATERIALS

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF COLLIN

Article 1 Applicability

1.1 The following definitions are used in these Terms and Conditions:

- "Acceptance Conditions" means the regulations provided by or because of Collin to the Client regarding both the size, nature, characteristics and composition of the waste materials themselves, as well as the way these need to be provided to Collin;
- "Waste Materials": all substances, preparations, semi-finished goods or other products, dangerous substances included therein that are provided by the client to Collin for the carrying out of work, that the Client wants Collin to purchase, collect, transport, store, ship, process, rework, destroy or trade;
- "Guidance Letter" means a data carrier that is approved by the competent public authority in the framework of the collection or transport of Waste Materials;
- "Collin": Collin BV, registered in the trade register under number 12000019, and/or an company associated to Collin BV;
- "Materials": material to be used by Collin in relation to an agreement or material made available by the Client, including but not limited to means of transportation, packaging materials, tools, machinery, containers, collection materials, everything in the broadest sense of the word;
- "Client": the (potential) consumer/ customer of Collin;
- "Product" or "products": goods offered, delivered or made available for use by Collin.

1.2 These conditions apply to all offers and/or agreements made by Collin or engaged in with the Client as well as on the execution thereof, including possible future (follow-up) orders by the Client. The Client therefore hereby agrees with the applicability of these conditions on later orders and/or agreements between the Client and Collin.

These conditions apply to the exclusion of any possible (General) Terms and Conditions used by the Client.

1.3 In addition to these conditions the Acceptance Conditions of Collin apply to all offers and/or agreements made by Collin or engaged in with the Client as well as on the execution thereof, including possible future (follow-up) orders by the Client.

- 1.4 Any provisions deviating from these conditions are only valid if and insofar as these are agreed upon by Collin in writing.
No rights may be derived for the future from any possible agreed upon deviations from these General Terms and Conditions.
- 1.5 If Collin does not always require the strict observance of these conditions, this does not mean that the provisions thereof do not apply, or that Collin would in any way lose the right to demand strict observance of the provisions of these General Terms and Conditions in other cases.
- 1.6 If the Client is a private individual who does not act on behalf of a profession or company, the provisions are in breach with article 6:236 Dutch Civil Code, article 6:237 Dutch Civil Code or any other provision to protect consumers.
- 1.7 Collin has the right to alter these General Terms and Conditions. The altered General Terms and Conditions are deemed accepted by the Client if the Client does not object to the altered conditions in writing to Collin within fourteen days after the altered conditions were sent or made known to them.
- 1.8 Any complaints based on grounds of supposed reasonability and fairness of one or more of these General Terms and Conditions need to be made in writing to Collin within two weeks after Collin appeals to such General Term and Condition, such on pain of forfeiture of rights.

Article 2 Offers, Assignments and Agreements

- 2.1 All quotations by Collin are non-binding. Orders and acceptance of offers by the Client are irrevocable. Orders and acceptance of offers issued by the Client are deemed completed including the explicit commitment that the Waste Materials will be provided in accordance with the Acceptance Conditions, unless the Client explicitly draws up a reservation in writing regarding this. Collin reserves the right to withdraw/revoke or alter offers at any time by means of a single notification to the Client, despite the offer including a deadline for acceptance. An offer expires in any case without further notification after thirty days from the moment of issuance of the offer expire, with the exception in case Collin extended the validity period of the offer in writing.

- 2.2 Collin is at all times authorised to demand from the Client that one or more samples of the waste materials are taken and are made available to Collin free of charge, for the purpose of closer examination and/or analysis. No rights can be derived from whether or not an examination and/or analysis is carried out and this does never exempt the Client from the obligation to inform Collin accurately and completely.
- 2.3 Collin is bound only if she confirmed the acceptance of the offer in writing or started with the execution.
- 2.4 If the acceptance (whether or not on minor items) of the client deviates from the offer included in the quote, Collin will not be bound thereby. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless Collin indicates otherwise
- 2.5 Possible or alleged inaccuracies in the order confirmation must be notified by the Client to Collin in writing within three days after the confirmation, in the absence of which the order confirmation is deemed to correctly and completely represent the agreement.
- 2.6 Images, descriptions, calculations, samples, models, websites and advertisement material do not bind Collin. The information provided in the offer, including for instance price lists, are not allowed to be provided to third parties (for inspection) without prior written consent by Collin.
- 2.7 Verbal commitments or agreements by or with her personnel do not bind Collin unless she confirmed these in writing.
- 2.8 Collin determines the manner in which and by which person/people the order is carried out, but however takes account of the wishes of the Client as much as possible. Each order is, to the exclusion of the provisions in articles 7:404 Dutch Civil Code and 7:407 paragraph 2 Dutch Civil Code, deemed exclusively provided and accepted by Collin.
- 2.9 The effect of article 7:408 paragraph 1 Dutch Civil Code is hereby expressly excluded, provided that the client is not a private individual.
- 2.10 These General Terms and Conditions are fully applicable to possible alterations of the agreement.
- 2.11 The information pertaining to offers, acceptances, and contracts as recorded in the systems of DUB constitute conclusive evidence thereof. It is not possible to rely on rebuttal evidence. This provision constitutes an

agreement on evidence as defined by Article 153 of the Dutch Code of Civil Procedure.

- 2.12 Collin is not bound to carry out more activities than as included in the agreement, unless otherwise agreed upon in writing.

Article 3 Long-standing Agreements and Exclusivity

- 3.1 If Collin and the Client do not agree on a deviating term in writing, the term of an agreement is 36 months.
- 3.2 If during the term of an agreement the Client requests placement of additional, replacement or new Materials, an automatic new term applies for these additional, replacement or new Materials that is equal to the original term of the current applicable agreement for these additional, replacement or new Materials, in the absence of any term the agreement applies for 36 months for the latter Materials, unless parties explicitly agree on this otherwise or if it follows from the nature of the agreement that this is not the intention.
- 3.3 Agreements will be tacitly renewed after the end of the term with the same period as the original contract period, unless the agreement was terminated in accordance with article 3, paragraph 4.
- 3.4 Either party is authorised to terminate the agreement at the end of the term with due observance of a notice period of at least 6 months, unless parties agree otherwise. Termination shall take place by registered letter.
- 3.5 During the term of the agreement the Client is not permitted to enter into similar agreements with third parties regarding to the Waste Materials. In case of infringement of this rule the Client will owe to Collin, without requiring legal intervention, an immediately payable fine equal to eight percent (8 %) of the amount invoiced to the Client in the 12 months prior to the infringement, such with a minimum of EUR 300,-, such without prejudice to the other rights of Collin, including the right to dissolve the agreement and/or to compensation of actual damage suffered by Collin.

Article 4 Information and Indemnification

- 4.1 The Client is responsible for the correctness, completeness and reliability of the data and information provided by him or on behalf of him to Collin. This

applies in particular to the data and information provided with respect to the Waste Materials. Collin is not bound to (further) execution of the order until the Client provided all data and information requested by Collin. If for the execution of the agreement required data is not, not timely, or not in accordance with the agreements available to Collin or if the Client otherwise does not fulfill his obligations, Collin in addition retains the right to charge the costs arisen because of this in accordance with her usual rates and the Client is obligated to pay these costs to Collin within the term set by Collin.

- 4.2 The Client shall indemnify Collin as well as the employees of Collin for claims by third parties, employees of Collin included therein, that suffer damage in relation to the execution of the agreement as a result of the acts or omissions of the Client, the inaccuracy or incompleteness of data or information provided by or on behalf of the Client and/or unsafe situations in his company or organisation.
- 4.3 The Client indemnifies Collin at all times from claims based on article 7:658 Dutch Civil Code and from compensation of damage to the personal property of the employee of Collin. The Client is obligated to maintain and ensure safe working conditions.

Article 5 Prices

- 5.1 All prices are net prices, therefore, among other things, exclusive of VAT, other taxes or levies, import and export duties, excise duties, packaging and transportation costs and subsistence and travel expenses. Prices of products and services are also excluding assembly, installation, cleaning and placement and pick-up costs and are calculated for delivery ex works, unless otherwise agreed upon in writing. Call out charges will where applicable, standard be separately charged.
- 5.2 If Collin accepted additional services and/or uses or provides products without an explicitly agreed upon price for this, she is authorised to charge the actual costs and/or usual rates at Collin to the Client.
- 5.3 In case cost-determining factors change after the offer and/or the establishment of an agreement, including but not limited to an increase in purchase prices, wages, transportation costs and/or energy costs, Collin is

authorised to adjust the prices accordingly, even if a fixed price was agreed on, after which the Client will be bound to pay this price to Collin within the term set by Collin.

- 5.4 Collin has the right to periodically and in any case annually (based on a calendar year) change her prices.
- 5.5 In case an modification needs to be made in an issued order or a concluded agreement upon request of the Client, Collin has the right to charge an amount of EUR 50,- excluding VAT to the Client to carry out this modification.

Article 6 Execution of the agreement and Terms

- 6.1 Collin will carry out an order or agreement to the best of her knowledge and ability and in accordance with good professional practice, on the basis of the knowledge present and legislation valid at that time. Collin reserves the right to carry out and invoice an order in parts
- 6.2 The Client is obligated to follow the instructions and guidelines issued by Collin in relation to a closed agreement or an issued order. The consequences of not following instructions and guidelines by Collin are fully at the expense and risk of the Client.
- 6.3 The Client is obligated to present the Waste Materials in the correct manner regarding weight, nature of the waste, packaging, labeling, safety and possible other safety or environmental regulations provided orally or in writing, all of this at Collin's discretion. Furthermore, the Waste Materials shall be presented in such a way that loss, spillage and/or blowing away is prevented and that no nuisance, danger, damage and/or injury is caused to Collin or third parties. For this purpose the Client needs to maximally use the possibilities the provided or made available Materials provide. In any case, lids, covers and/or doors need to be closed at all times and containers shall not be loaded above the rim.
- 6.4 If the Client does not provide the Waste Materials in the correct manner, Collin reserves the right to refuse the Waste Materials and possibly send them back to the Client. If Collin suffers damage (including imposed fines) resulting from presenting Waste Materials other than in a correct manner, the Client will fully compensate Collin for this damage. In addition, the Client

- shall indemnify Collin from any claims from third parties resulting from presenting the Waste Materials other than in a correct manner.
- 6.5 Specified or agreed upon delivery times and/or terms are established in approximation and cannot be considered deadlines. Exceeding the delivery times or terms do not obligate Collin to pay any compensation and does not give the Client the right to dissolve the agreement and/or suspend any obligations resulting from the agreement. The Client is however entitled to dissolve the agreement if and insofar as Collin fails to execute an order within a reasonable term stipulated by the Client thereafter. In this case Collin does not owe any compensation.
- 6.6 Specified or agreed upon delivery times and/or terms are based on working conditions applicable at the time of the establishment of the agreement and on timely delivery of the required goods and information for the fulfillment of the agreement by Collin. If a delay occurs as a result of a modification of working conditions and/or the untimely delivery of goods or information required by Collin, the delivery times and/or terms will be extended insofar as is necessary.
- 6.7 Delivery times and/or terms are extended by the duration of the delay that arises at Collin's as a result of noncompliance by the Client with any obligation arising out of the agreement or cooperation requested from him with regard to performance of the agreement.
- In any case Collin will not commence its activities until registration of the Waste Materials takes place and all required forms are filled in and signed by the Client and received by Collin.
- 6.8 If it is agreed upon that the agreement will be carried out in phases, Collin is authorised to suspend the execution of those parts that belong to a subsequent phase until the Client approves the results of the preceding phase in writing.
- 6.9 If and insofar as this is required for the proper execution of the agreement, Collin reserves the right to let third parties carry out certain activities. The General Terms and Conditions these third parties possibly apply in full to the Client in the sense that both the third parties and Collin can invoke these.
- 6.10 If Materials that do not belong to the Client are stored or parked at the location of the Client or in a location designated by him, the Client will take

reasonable care of those Materials and do and omit everything that may reasonably be expected of him in this respect. In this case the Client is responsible and needs to, among other things, make sure that this location is sufficiently secured – and that this, if necessary, is guarded against destruction, damage, theft, decay, fire, and so on. If the Client does not sufficiently take care of this, Collin is entitled to take measures herself. Collin is never bound to this. Fulfilling this obligation thus always remains the responsibility of the Client. If Collin takes own measures in this, the costs are wholly at the expense of the Client. The risk of destruction, damage, theft, decay, fire, and so on of the Materials also in that case remains for account of the Client.

- 6.11 The risk of depreciation, loss or damage of goods that are subject matter of the agreement, transfers to the Client at the moment these are legally and/or factually delivered to the Client and thereby are brought under control of the Client or a third party to be appointed by the Client.
- 6.12 The Client is not allowed to use Materials provided or made available by Collin for other purposes than for the execution of an agreement made with Collin, or move the Materials or have the Materials moved to another location or otherwise.

Article 7 Suspension and Dissolution

- 7.1 Collin is authorised to suspend the (further) compliance with its obligations, including those under warranty, or dissolve the agreement with immediate effect, if:
- the Client does not or not fully comply with the obligations in the agreement;
 - after establishing the agreement circumstances come to the knowledge of Collin which constitute serious reasons to fear that the Client shall not fulfill the obligations;
 - the Client is asked to provide security for the fulfillment of his obligations from the agreement and this security fails or is unsatisfactory;
 - the nature, composition and/or amount of Waste Materials deviates from which the Client specified;
 - the result of the analysis of the Waste Materials deviates from which the parties agreed upon;

- according to Collin laws, regulations or guidelines by Collin are not wholly or partly complied with;
 - in case of bankruptcy or (provisional) suspension of payments of the Client or legal request for debt restructuring (WSNP) is declared on him, the company of the Client is dissolved, the Client ceases his company wholly or partly and/or if any seizure is made on the goods and/or claims of the Client;
- 7.2 Collin is furthermore authorised to dissolve the agreement or have the agreement dissolved if circumstances occur that are of such nature that honouring the agreement becomes impossible or according to standards of reasonableness and fairness can no longer be asked or in case other circumstances arise of such nature that unaltered continuation of the agreement may reasonable not be expected.
- 7.3 If the agreement is dissolved the accounts receivable by Collin from the Client are immediately payable. If Collin suspends the fulfillment of the obligations, he will retain its claim ensuing from the law and the Agreement
- 7.4 Collin always reserves the right to claim compensation.

Article 8 Alteration of the Agreement

- 8.1 If upon request of the Client or during the execution of the agreement it shows that for the proper exercise thereof it is necessary to alter or supplement the activities to be carried out, the parties will timely and in mutual consultation alter the agreement accordingly.
- 8.2 If parties agree that the agreement is altered or supplemented, the time of completion of the execution thereof could be affected. Collin will notify the Client about this as much as possible as soon as possible.
- 8.3 If the alteration of or supplementation to the agreement shall have financial and/or qualitative consequences, Collin will notify the Client about this as much as possible in advance.
- 8.4 If a fixed price is agreed on, Collin will thereby indicate the extent the alteration or supplementation of the agreement results in exceeding this price.

- 8.5 Collin will not charge extra costs if the alteration or supplementation is the result of circumstances that can only be attributed to Collin.

Article 9 Intellectual and Industrial Property

- 9.1 All intellectual and industrial property rights related to the products, services, advice, production and processing systems, methods and Materials as well as the design thereof as well as related to anything Collin developed, manufactured, used, invented or provided whether or not on behalf of and/or at the expense of the Client, belong to Collin.
- 9.2 The products, services, advice, inventions, work methods and/or other goods and information intended in article 9.1 may not be reproduced, copied, photographed or shown or made available to third parties without the written permission of Collin. Third parties also include all persons working in the organisation of the Client who do not necessarily have to use the products, inventions, work methods and/or other goods and information.
- 9.3 The client is not allowed to remove or alter any markings regarding copyrights, trademarks, trade names or any other intellectual or industrial property rights in the products, Materials, inventions, work methods and/or other goods and information, thereto including markings regarding the confidential nature and confidentiality thereof.
- 9.4 In case of violation of this article leads to a forfeit of the Client to Collin of an immediately payable fine of € 10,000.00 for each violation, as well as € 500.00 for each day the violation continues, without prejudice to any other rights due to Collin, including performance and compensation.

Article 10 Support and Advice

- 10.1 Collin will carry out agreements regarding problem solving, advice and/or other support to its best ability and in a manner to be expected of a careful professional. Collin can however not guarantee the achievement of any intended result.
- 10.2 Calculations, recommendations and other specifications or information (for instance regarding quality, work methods, capacities and/or results) are completely free of engagement.

- 10.3 The advice and reports issued by Collin are exclusively intended for the Client. Third parties cannot derive any rights therefrom.
- 10.4 The Client cannot derive any rights from advice and information he receives from Collin if and insofar as these are not directly related to the order.
- 10.5 Unless prior written acceptance by Collin is obtained, the Client is not allowed to make public or make available to third parties the content of advice, reports or other expressions by Collin, whether or not in writing. Violation of this restriction leads to a forfeit of the Contractor to Collin of an immediately payable fine of an amount of EUR 1,000,- and EUR 1,000,- for each day the violation continues, without prejudice to any other rights due to Collin, including the right to dissolve the agreement and/or compensation for the damages actually suffered by Collin.

Article 11 Facilities on Location

- 11.1 The Client needs to ensure that the location where the activities will be carried out or the Materials are placed is suitable for the intended placement, possesses the facilities desired in reasonableness by the workers active there and that the relevant floors and paving has sufficient bearing capacity. The Client is not entitled to any compensation for the provision of the facilities. If the location where the activities are carried out or the Materials are placed afterwards proves unsuitable or the relevant floors and/or paving prove to have insufficient bearing capacity, Collin shall not be liable for any damage that may occur as a result thereof.
- 11.2 The Client is ensures that all facilities to be provided by him meet the regulations applicable at that time.
- 11.3 If activities need to be carried out on the location of the Client or on a location indicated by the Client, the Client needs to ensure that the employees of Collin and the third parties involved in the execution thereof always have free and unhindered access to this location on the agreed upon time. In this the Client needs to ensure, among other things, that Collin has timely and free of charge access to ample opportunity for free and safe supply and disposal options. Collin is entitled to charge possible waiting time to the Client.

- 11.4 Furthermore, the Client has to enforce that this spot/these spots cannot and/or will not be entered by third parties not directly involved in the execution of the activities, including personnel, children and/or animals.
- 11.5 The Client shall avoid applying changes or carrying out repairs to activities carried out and/or Materials delivered or made available by Collin or third parties.

Article 12 Permits

- 12.1 The Client needs to ensure that for the execution of the activities, the required permits, permissions, Guidance Letters and/or other documentation are timely present and remain valid. Collin will not check the presence thereof.
- 12.2 If the permits, permissions, Guidance Letters and/or other documentation is not timely present, Collin is entitled to suspend the execution of the activities. The damages caused to Collin as a result of this suspension, therein included losses due to delay and freight costs, in this case will be at the expense of the Client. Furthermore it will in that case depend on Collin's planning when the execution of the (redress) activities could take place in the future.
- 12.3 If as a result of the aforementioned delay damages should arise on the part of the Client, Collin will never be liable for this, regardless of the nature and size of the damages.
- 12.4 If the Guidance Letter is signed by someone other than the Client or by a third party appointed by the Client with the knowledge of Collin, the Client is liable for all possible damages resulting therefrom, as well as the possible damage to be caused by the Waste Materials and residual materials.

Article 13 Force Majeure

- 13.1 If Collin is prevented by force majeure to perform the agreement, Collin is entitled to suspend the execution of the agreement and she can no longer be bound to any delivery time or term. If the force majeure situation lasts longer than 30 days, the Client is also entitled to dissolve the non-realizable part of the agreement by means of a written statement. In these cases the Client has no right to compensation for damages, costs or interest.

- 13.2 The following situations, among others, count as force majeure: fire, accident or staff illness, interruption of operations, transport congestion, unfavourable weather conditions, withdrawal or required permits, lack of raw materials, unforeseen problems at Collin in production or transport and/or the not timely delivery of goods or services of third parties called on by Collin.
- 13.3 If Collin at the commencement of the force majeure situation already partly met her obligations or is able to only partly meet her obligations, she is entitled to separately invoice the already executed or realizable part and the Client is bound to pay this invoice as if it were a separate agreement.

Article 14 Complaints

- 14.1 The Client is bound to inspect or have someone inspect the goods provided by Collin at the moment the goods are presented to him or the concerning activities are carried out respectively. In this the Client must inspect whether the quality and/or quantity of the delivery corresponds with that which is agreed upon and meets the requirements the parties agreed on to that extent.
- In case of contracts for work Collin will invite the Client for inspection regarding the completion of the work. If the Client does not inspect the work within 5 days after the invitation, the work is considered approved and completed. In any case the work will be considered completed if the work is taken into use by the Client.
- 14.2 Possible visible defects need to be notified to Collin in writing within 5 days after delivery and execution, respectively. Possible non-visible defects need to immediately, however within 5 days after discovery thereof, at least after these could have been discovered, notified to Collin in writing. In the absence of timely complaints any claims against Collin lapse.
- 14.3 The notification needs to include an as detailed as possible description of the defect to enable Collin to adequately respond. The Client shall enable Collin to investigate a complaint or have a complaint be investigated.
- 14.4 Outside the scope of the warranty are in any case, defects occurring in or are (partly) the result of regular wear and tear, not complying with instructions or guidelines by (the personnel of) the Client, improper use,

inexpert or overdue maintenance, inexpert use, issues or factors that are not part of the order accepted by Collin, weather influences or other external causes, activities and modifications by third parties, advice provided by Collin, goods supplied by the Client and goods of third parties involved by Collin, insofar as these third parties did not provide any warranty to Collin, defects caused by external factors and/or extraneous causes.

- 14.5 If the Client complains he is obligated to enable Collin to determine the failure. The Client is obligated to keep the products or Materials complained about available to Collin – in accordance with possible instructions by Collin (for instance empty), such on pain of forfeiture of any rights to complaints and/or warranty.
- 14.6 If it is certain that a complaint about the executed activities is justified and such is timely communicated, Collin will restore the defect within a reasonable term or carry out the activities in accordance with the order, or compensate the Client with a maximum of the fixed order fee, such at the sole discretion of Collin.
- 14.7 If it is established that a complaint is unjustified, the costs arising therefrom, including the research costs made by Collin, will be fully charged to the Client and the Client is bound to pay these costs within the term set by Collin.
- 14.8 Possible defects regarding a part of the delivered products shall give the Client no right to reject or refuse all the products delivered.
- 14.9 Complaints do not suspend the Client's payment obligations. In this case the Client remains bound to take and pay the remaining ordered goods and issued orders.
- 14.10 After discovering a defect the Client is obliged to do everything that prevents or limits damage, expressly including any direct cessation of use and/or trading.

Article 15 Redress

- 15.1 If Collin proceeds with redress on grounds of article 14.6, the Client needs to enable Collin thereto by, among other things, provide full cooperation so that Collin can carry out these activities.

- 15.2 If the Client does not (fully) grant his cooperation as described in the previous paragraph, Collin is authorized to suspend the (further) execution of the (redress) activities. The damages to Collin resulting from this suspension, including losses due to delay, in this case will be at the expense of the Client. Furthermore it will in that case depend on Collin's planning when the execution of the (redress) activities could take place in the future.
- 15.3 If damages arise on the part of the Client or of third parties as a result of the aforementioned delay, Collin shall never be liable for this, regardless of the nature and size of the damage.

Article 16 Retention of Title / Right of Lien and Right of Retention

- 16.1 Collin reserves the ownership of products delivered and to be delivered until all claims on the Client are fully paid by the Client, including the claims resulting from failure to comply with one or more agreements.
- 16.2 If the Client is in default in fulfilling his obligations, Collin shall be entitled to recover (or have recovered) the products belonging to her from the place where they are being stored, at the expense of the Client.
- 16.3 The Client does not have the right to pledge products which have not yet been paid for or transfer ownership of them, other than in the context of normal business practice. The Client is obliged to handle the products delivered under the retention of title with due care and to store them as identifiable property of Collin.
- 16.4 The Client is not entitled to retention towards Collin of products provided by Collin.
- 16.5 Collin has a right of retention with respect to all goods and documents which Collin has or will obtain, for all claims which she has or may acquire against the Client. Collin has the right of retention towards anyone requesting delivery of the goods or documents.
- 16.6 Collin is entitled to exercise the rights intended in 16.5 for that which the Client still owes to Collin in connection with previous orders and/or orders which have already been executed.
- 16.7 Until the ownership transfers to the Client, the Client is obligated to insure the goods in ownership of Collin in accordance with customary conditions, insofar as these are located at the Client. The Client needs to immediately

provide insight into the insurance policies and proof of payment of the premiums upon request.

- 16.8 In case goods to which Collin retains title are seized, the Client is obligated to notify Collin thereof in writing immediately, however no later than 48 hours after the seizure took place.

Article 17 Return of Materials and Waste Materials Made Available

- 17.1 If Collin made Materials available to the Client for the execution of the agreement, the Client is responsible for and held accountable to return these goods to Collin within 14 days after receiving a request to do so by Collin, or after the agreement came to a conclusion, in the original state, clean, empty, free of defects and in full. The Client is responsible for the disposal, processing, etc. of the possible content (e.g. Waste Materials) of the Materials. Returns need to take place by means of delivery to the business location of Collin or to the address to be appointed to that end by Collin. Returns are always at the risk and expense of the Client. The obligations included in this article also apply in case of bankruptcy.
- 17.2 All Materials shall be deemed to be in good and undamaged condition at the time these Materials enter into the control of the Client. Complaints regarding Materials made available need to be notified to Collin in writing within five days after the Materials entered into the control of the Client, such on pain of forfeiture of rights. After the Materials enter into the control of the Client, these are at the risk and expense of the Client. This includes, among other things, that the Client is bound to, in accordance with the destination, use, treat, load and clean and keep clean the Materials in a careful manner, and keep the Materials insured against damage and loss. The Client indemnifies Collin for any damage arising as a result of/with the Materials during the period the Materials were in the control of the Client.
- 17.3 The Client is not entitled to file complaints about the Materials of Collin, nor remove, modify or make illegible of the logo and other information from Collin on the Materials.
- 17.4 Waste Materials shall be supplied and/or packaged in accordance with the Acceptance Conditions of Collin, or in a different oral or written instruction as provided by Collin to the Client.

- 17.5 Once Collin determines that the nature and the composition of the Waste Materials and the method of provision took place in accordance with the Acceptance Conditions and other regulations, the Waste Materials and possible packaging become property of Collin. Taking into receipt the Waste Materials by Collin explicitly does not constitute a transfer of ownership to Collin.
- 17.6 By way of derogation from article 17.5 it applies that in case it turns out that after the transfer of ownership to Collin the Waste Materials are not in accordance with the Acceptance Conditions, this transfer of ownership was established by mistake and this transfer of ownership shall be deemed annulled by means of the single written notification by Collin to the Client, pursuant to which the Client retrospectively remained the owner.
In that event, Collin can:
- charge the Client for the storage costs from the moment of receipt of the Waste Materials until the moment of destruction, after which the Client is bound to pay these costs with a reasonable term set by Collin and/or;
 - continue to store the Waste Materials at the expense and risk of the Client and/or;
 - return the Waste Materials to the Client at the risk and expense of the client and/or;
 - process the Waste Materials at the risk and expense of the Client, on the understanding that in such case Collin has the right to charge the additional costs of processing to the Client, after which the Client is bound to pay these costs with the term set by Collin.
- 17.7 In case of the late compliance with respect to the obligations of the Client arising from this article, the Client is in default by operation of the law. In that case the Client is bound to compensate Collin for all resulting costs, damages, costs and/or fines therefrom.

Article 18 Payment

- 18.1 Unless otherwise agreed upon in writing, the invoices by Collin shall be paid within 15 days after the invoice date. Collin at all times reserves the right to demand full or partial advance payment and/or obtain assurance of payment otherwise.

Each payment term is a strict deadline within the meaning of the law. Payment shall take place without any compensation or suspension for whatever reason, except insofar as a final judicial decision determined that the Client has a deductible counterclaim or a ground for postponement.

- 18.2 The Client shall notify in writing to Collin any possible inaccuracies in invoices by Collin within 5 working days after the invoice date and if nothing is reported the Client is deemed to have approved the invoice.
- 18.3 If no timely payment is received, the Client owes a contractual interest of 1.5% per month, starting from the expiry date up to and including the day of payment, without further notice of default. Insofar as the Client is a private individual, the Client owes the statutory interest rate, pursuant to article 6:119 of the Dutch Civil Code.
- 18.4 All costs arisen as a result of extrajudicial collection of the amount owed are borne by the Client. The extrajudicial costs are set to be at least 15% of the gross invoiced amount, with a minimum of € 500.00.
- 18.5 All rights of the Client to set-off owed amounts by either party are excluded. Collin is always entitled to set-off everything she owes to the Client with everything the Client and/or companies affiliated to the Client owe(s) Collin, whether or not due and payable, under conditions or timing.
- 18.6 The full invoiced amount shall be immediately and entirely payable on failing to respect an agreed upon deadline on the date of expiry, as well as in case of bankruptcy of the Client, (provisional) suspension of payment, legal debt restructuring (WSNP) is declared applicable to the Client, the company of the Client is dissolved, the Client partly or fully ceases his company and/or if any goods and/or claims are seized. If any of the aforementioned situations occur, the Client is bound to immediately notify Collin about this.
- 18.7 Payments made by the Client are always applied first to pay all costs owed, followed by interests due and finally to pay the oldest invoices that are payable, even if the Client indicates that the settlement applies to a later invoice.

Article 19 Cancellation and Indemnification

- 19.1 The Client is not allowed to cancel a given order and/or assignment. If the Client nevertheless fully or partly cancels a given order and/or assignment,

he is bound to compensate Collin for any reasonably made costs regarding the execution of this order, the activities by Collin and the loss of profit by Collin, increased by VAT.

Article 20 Liability

- 20.1 Except for the provisions in article 14 and 15, the Client make no claims whatsoever against Collin regarding defects in or with respect to the products and/or services delivered by Collin or carried out activities.
- 20.2 Collin is never liable for indirect damage, including consequential loss (corporate damage and/or stagnation damage and/or lost savings), lost profits, personal damage, business damage and/or damage to property in the care, custody or control of, but not owned by the insured (including damage to goods being worked on or goods that are located neat a place of work), goodwill, immaterial damage, arising from any cause whatsoever, except in case of gross negligence or malice by Collin.
- 20.3 Collin is furthermore not liable in the sentence mentioned above for acts of her employees or other people that are within her sphere of risk.
- 20.4 Damage to products caused by damage or destruction of packaging is at the risk and expense of the Client.
- 20.5 Collin is never liable for advice or recommendations given by her to the client.
- 20.6 Collin is not liable for damage arising as a result of the loss of keys of business premises and/or locations made available by her or her personnel, except in case of gross negligence or malice by Collin.
- 20.7 Collin is not liable for damage of any nature, if the Client did not satisfactorily fulfill his obligations which follow from the agreement, these General Terms and Conditions or the law.
- 20.8 Collin is never liable for damage caused by Waste Materials not meeting the Acceptance Conditions or other regulations (by Collin), regardless of whether or not the Waste Materials were accepted by Collin.
- 20.9 Collin is never liable for damage to and/or loss or destruction of goods of the Client, caused by concealed circumstances and/or goods left behind on the location where Collin should carry out the agreement by the Client before the initiation of the activities to be carried out by Collin.

- 20.10 Collin cannot be held liable for the compensation of any damage that is a direct or indirect result of any act or omission by the Client, his subordinates or other persons employed by or because of the Client
- 20.11 Collin accepts no liability if the Client demands that certain activities should take place, against the advice by Collin.
- 20.12 If and insofar Collin is subject to any liability, for whatever reason, this liability is at all times limited to the net invoiced amount of the performance that gave rise to the damage, on the understanding that Collin is never liable to any amount higher than the amount she is maximally insured for.
- 20.13 Any claim against Collin, except for those acknowledged by Collin, will be cancelled by the mere expiry of twelve months after the establishment of the claim.
- 20.14 The Client indemnifies Collin, her employees and the auxiliary persons for the execution of the agreement, against any claims by third parties, claims based on product liability included therein, in relation with the execution of the agreement by Collin, regardless of the cause, as well as against the consequential costs for Collin.
- 20.15 The limitations and exclusions of liability imposed for Collin in the previous paragraphs, as well as indemnification, are also irrevocably imposed for and on behalf of her subordinates, anyone else used by her as part of the agreement, as well as for those from which she acquires goods and/or parts from, except in case of gross negligence or malice.

Article 21 Non-compete, Damages and Fines

- 21.1 It is forbidden for employees of Collin to carry out activities for third parties without Collin's consent.
- 21.2 The Client shall not give orders to the employees of Collin, to third parties involved by Collin for the execution of the activities or to the personnel of Collin, in order to let them carry out activities directly without Collin's consent.
- 21.3 The Client will also not reply to a request of an employee of Collin or a third party involved by Collin for the execution of the activities to carry out activities for the Client without Collin's consent.

- 21.4 Infringement of this rule entitles Collin to cease the work/the delivery/the order immediately and maintain it ceased.
- 21.5 The activities already carried out at that moment in that case are immediately payable and the already invoiced amount will in that case become immediately payable. Furthermore, the Client in that case owes a fine of 7.5% of the total contract fee with a minimum of EUR 400,-. This fine is immediately payable.
- 21.6 The fine owed shall not affect the entitlement to compensation of the directly or indirectly arisen damages and/or costs for that matter in this clause by Collin.

Article 22 Representation

- 22.1 If the Client acts on behalf of one or multiple other, he will be, without prejudice to the liability of those others, liable towards Collin as if he himself were the Client.
- 22.2 If Collin enters an agreement with two or more private individuals or legal persons, all clients are always severally in full liable towards Collin.
- 22.3 If Collin enters an agreement with a company formation, the founders remain severally and wholly liable in full also after ratification of the agreement.
- 22.4 If the Client is represented by persons unauthorized to sign, which are consequently not or limitedly included in the Trade Register, it will be assumed by the parties that this person/these people have an implied power of attorney by the Client, as a result of which the agreement is legally valid.

Article 23 Final Provisions

- 23.1 The Client is obliged to treat in confidence any information and other data from Collin of which she can reasonably understand that this information is secret or confidential.
- 23.2 If one or more provisions in these General Terms and Conditions become wholly or partly void or nullified, the remaining provisions in these General Terms and Conditions shall remain fully applicable. Collin and the Client will

in that case enter into consultation with a view to replace the void or nullified part. In this, the purpose and intent of the original provision(s) will be honored as much as possible.

- 23.3 The article designations included in these General Terms and Conditions were merely included for reference purposes and do not determine or limit the content of the explanation of these conditions in any way.
- 23.4 Any disputes between Collin and the Client shall be adjudicated exclusively by the competent court in the district in which Collin is based, unless another court is competent under the strictly binding provisions of the law. By way of derogation, Collin is entitled to turn to the court of the place of residence/registered office of the Client.
- 23.5 On all agreements made by Collin, exclusively Dutch law applies. The effect of any international treaty concerning the purchase of movable goods, whose effect may be ruled out between the parties, does not apply and is hereby expressly excluded. In particular, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is expressly excluded.
- 23.6 In the explanation and interpretation of these General Terms and Conditions, the Dutch text shall prevail.

Version November 6, 2017